



AGENDA

Tuesday, November 4, 2025

5:00 P.M. Closed Session

6:00-6:30 P.M. Reception

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**

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. Labor Negotiations

- i. Marina Public Safety Managers Association (MPSMA)
- ii. Marina Police Officers Association (POA)

City Negotiators: Layne P. Long, City Manager and Employee Relations Officer

6:00-6:30 P.M. MARINA 50th ANNIVERSARY RECEPTION.

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. 50th Anniversary Block Party Presentation
- b. Special Recognition: Former Councilmembers and Resident Nominees
- c. Monterey County Board of Supervisors 50th Anniversary Proclamation Wendy Root Askew, District 4 Supervisor
- d. California State Assembly 50th Anniversary certificate of recognition. Mauricio Arias, Alexis Garcia-Arazola, representing Assemblymember Dawn Addis
- e. House of Representatives 50th Anniversary certificate of recognition Taylor Davis, representing Congressman Jimmy Panetta
- f. Receipt of proclamations/certificate by neighboring cities.

- g. Native American Heritage Month Proclamation
- h. Restorative Justice Week Proclamation
- i. MST Surflin Update
- j. Stormwater Presentation

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 107975-108079, totaling \$2,204,322.11. Accounts Payable Successor Agency Check Number 135 and EFT #130, totaling \$770.64.

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

- (1) October 21, 2025, Regular City Council Meeting

c. **CLAIMS AGAINST THE CITY:**

- (1) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Katrina Brehm for a claim received on October 28, 2025.
- (2) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Colleen Knopf for a claim received on October 28, 2025.

d. **AWARD OF BID:** None

e. CALL FOR BIDS: None

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

- (1) Adopting Resolution No. 2025-, approving the purchase of two (2) new Ford Mavrick's; and authorize the City Manager or his designee to execute purchase agreements on behalf of the City subject to final review and approval by the City Attorney.

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

- (1) Adopting Resolution No. 2025-, approving an agreement between the City of Marina and Shea Homes, LP, for the maintenance of right-of-way improvements within the Linear Park and 2nd Avenue as shown on the Phase 3 North Final Map.
- (2) Adopting Resolution No. 2025-, approving Amendment No. 9 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program.
- (3) Adopting Resolution No. 2025-, approving the gutter repair of 741 Neeson Rd Building 527 and 761 Neeson Rd Building 524.
- (4) Adopting Resolution No. 2025-, approving a five-year (60 month) lease agreement with US Bank for a Konika Minolta C4080 Copier/Printer; and approving a five-year (60 month) Service and Supply Maintenance Agreement with MBS Business Systems.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) Community Human Services October 16, 2025, Board Meeting Highlights.

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING): None

m. APPROVE APPOINTMENTS: None

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

- a. Opening public hearing and consider introducing Ordinance No. 2025-, temporarily prohibit the establishment and operation of new firearm and ammunition sales businesses pursuant to Government Code Section 65858(a); and determine that the adoption of the Urgency Ordinance is not subject to environmental review pursuant to the CEQA Guidelines Section 15061(b)(3) because the proposed procedural changes would not result in a direct or a reasonably foreseeable indirect physical change in the environment.

- b. Consider approving introduction by title only and waiving the first reading of Ordinance No. 2025-, adopting and amending Title 15 of the Marina Municipal Code to adopt 2025 Edition Part 7 California Wildland-Urban Interface Code of California Building Standards Codes; and finding this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15031(b)(3) of the CEQA Guidelines.
- 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. 2025-, authorizing the City Manager to execute the Compensation Plan for the Executive Directors of Marina; and authorizing adjustments to the City's Salary Schedule for the Directors, Confidential/Unrepresented Employees and City Council.
 - b. Receive an informational update on the rehabilitation of the Marina Arts Village and to provide direction on termite treatment options.
- 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, October 31, 2025.

ANITA SHARP, DEPUTY CITY CLERK

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

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

Agenda items and staff reports are public record and are available for public review on the City's website (www.cityofmarina.org), 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 2025 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, November 18, 2025

Tuesday, December 2, 2025
Tuesday, December 16, 2025

CITY HALL 2025 HOLIDAYS (City Hall Closed)

Veterans Day (City Offices Closed)----- Tuesday, November 11, 2025
Thanksgiving Day----- Thursday, November 27, 2025
Thanksgiving Break----- Friday, November 28, 2025
Winter Break----- Wednesday, December 24, 2025-Wednesday, December 31, 2025

2025 COMMISSION DATES

Upcoming 2025 Meetings of Planning Commission 2nd and 4th Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.
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November 13, 2025

November 27, 2025 (Cancelled)

December 11, 2025

Upcoming 2025 Meetings of Public Works Commission 3rd Thursday of every month. Meetings are held at the Council Chambers at 6:30 P.M.

November 20, 2025

December 18, 2025

**U p c o m i n g 2 0 2 5 M e e t i n g s o f R e c r e a t i o n &
C u l t u r a l S e r v i c e s C o m m i s s i o n**

1st Wednesday of every second month. Meetings are held at the Council Chambers at 6:30 P.M.

November 5, 2025

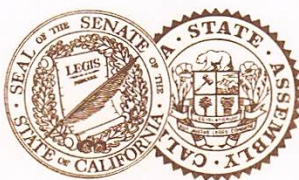
U p c o m i n g 2 0 2 5 M e e t i n g s o f M a r i n a T r e e C o m m i t t e e

2nd Wednesday of every quarter month as needed. Meetings are held at the Council Chambers at 6:30 P.M.

CALIFORNIA STATE LEGISLATURE

CERTIFICATE OF

Recognition

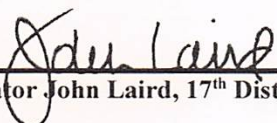


CITY OF MARINA

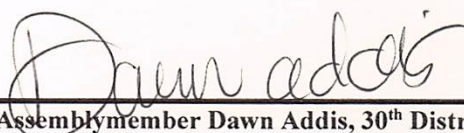
In Celebration of Your 50th Anniversary

On behalf of the State of California, the 17th Senate District, and the 30th Assembly District, we congratulate you on 50 years of prosperity and growth. The City of Marina is a gem in the Monterey Bay and serves as a leading example for coastal communities.

On October 18th, 2025



Senator John Laird, 17th District



Assemblymember Dawn Addis, 30th District



CITY OF DEL REY OAKS

650 CANYON DEL REY BLVD., DEL REY OAKS, CALIFORNIA 93940
PHONE (831) 394-8511 FAX (831) 394-6421

Proclamation Celebrating the 50th Anniversary of the City of Marina

WHEREAS, the City of Marina, California, was incorporated on November 13, 1975, and in 2025 proudly marks 50 years as an incorporated municipality; and

WHEREAS, Marina has grown from a small, close-knit community into a vibrant, diverse city known for its scenic coastal beauty, its welcoming neighborhoods, and its commitment to opportunity and innovation; and

WHEREAS, over the past five decades, the City of Marina has been a regional leader in protecting the environment, promoting higher education, fostering economic development, and supporting military and veteran communities; and

WHEREAS, Marina's people have made invaluable contributions to the Monterey Peninsula and the broader region, enriching the cultural, civic, and economic life of all who call this area home; and

WHEREAS, the neighboring cities of Del Rey Oaks and Marina share a proud history of collaboration, friendship, and mutual support as part of the greater Monterey County community; and

WHEREAS, the City of Del Rey Oaks wishes to honor Marina's legacy and celebrate its bright future as it enters its next half-century of civic leadership and community spirit;

NOW, THEREFORE, BE IT RESOLVED, that the City of Del Rey Oaks, on behalf of its residents, extends its warmest congratulations to the City of Marina on the occasion of its 50th Anniversary and joins in celebrating this remarkable milestone; and

BE IT FURTHER RESOLVED, that the City of Del Rey Oaks commends Marina's leaders, residents, and community partners—past, present, and future—for their vision, perseverance, and dedication to making Marina a thriving city and a valued neighbor.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Del Rey Oaks to be affixed this 28th day of October, 2025.

A blue ink signature of Scott Donaldson, Mayor of Del Rey Oaks, written over a horizontal line.

Scott Donaldson, Mayor
City of Del Rey Oaks, California



CERTIFICATE OF RECOGNITION

This certificate is proudly presented to

City of Marina

*Presented to the City of Marina in celebration of your 50th anniversary.
We applaud fifty years of community spirit, progress, and shared purpose.
May your commitment to residents, growth, and innovation continue to
inspire many more generations.*

Matt Mogenson
MATT MOGENSEN
City Manager



N. Smith
NICK SMITH
Mayor

**CITY OF SAND CITY
RESOLUTION SC 25-57, 2025**

**RESOLUTION OF THE CITY COUNCIL OF SAND CITY HONORING THE CITY OF
MARINA ON ITS 50TH ANNIVERSARY**

WHEREAS, the City of Marina was incorporated on November 13, 1975, becoming Monterey County's newest municipality, built upon a legacy of diverse cultures, military service, and a strong sense of community; and

WHEREAS, the City of Marina was founded with a vision to create and embrace opportunity, value natural beauty, foster community spirit, and today continues to thrive as a home to residents, businesses, military families, students, and visitors; and

WHEREAS, over the past 50 years, the City of Marina has grown from a modest coastal town to a dynamic municipality recognized for its innovative planning, sustainable growth, and commitment to environmental stewardship, economic vitality, and quality of life; and

WHEREAS, the City of Marina has benefitted from the rich cultural contributions of its residents, whose diverse backgrounds, traditions, and talents have shaped Marina into a welcoming and inclusive community; and

WHEREAS, the City of Marina's history is deeply intertwined with the former Fort Ord military installation, and the city continues to honor that legacy through its commitment to veterans, its stewardship of Fort Ord lands, and its transformation of former military property into thriving residential, educational, and recreational spaces; and

WHEREAS, the City of Marina has earned recognition as a forward-thinking city that invests in infrastructure, parks, housing, and services that benefit future generations, while honoring its past and preserving its small-town character; and

WHEREAS, the City of Marina celebrates its 50th Anniversary in 2025, the City of Sand City recognizes the city's rich history, significant achievements, and ongoing contributions to the quality of life for residents throughout the region; and

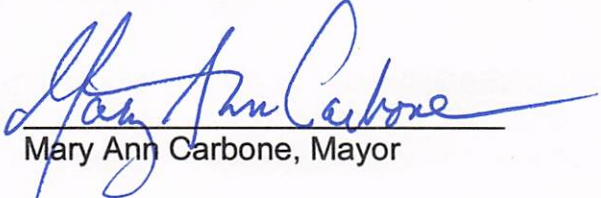
NOW, THEREFORE, BE IT RESOLVED that the City Council of Sand City does hereby recognize and congratulate the City of Marina on the occasion of its 50th Anniversary, commending its leaders, residents, and community partners for five decades of service, innovation, and stewardship, and extends best wishes for continued prosperity in the decades ahead.

PASSED AND ADOPTED by the City Council of the City of Sand City, this 21st day of October 2025, by the following vote:

AYES: Mayor Carbone, Vice Mayor Blackwelder, Councilmembers Adams, Diaz, and Sofer.
NOES: None.

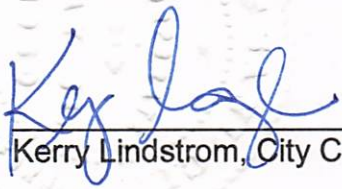
ABSENT: None.
ABSTAIN: None.

APPROVED:



Mary Ann Carbone, Mayor

ATTEST:
DATED: October 28, 2025



Kerry Lindstrom, City Clerk



Proclamation

DECLARING NOVEMBER AS NATIVE AMERICAN HERITAGE MONTH IN MARINA WHICH IS LOCATED WITHIN THE TRADITIONAL TERRITORY OF THE ESSELEN PEOPLE

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

WHEREAS, the Esselen people have been indigenous to the Greater Monterey County area for more than 12,000 years, and from their known ancestral tribal villages from the coast and inland, the Esselen people hunted, traded, and lived peacefully together, and are known today as the Ohlone/Costanoan-Esselen Nation; and

WHEREAS, the City of Marina is dedicated to treating all people equally and fairly irrespective of race and ethnicity including Indigenous People; and

WHEREAS, the City of Marina values the progress our society has accomplished through Indigenous Peoples' knowledge, technology, thought, science, philosophy, and artistic contributions. The City of Marina also recognizes the deep historic, cultural, and contemporary significance of the Indigenous Peoples of the lands; and

WHEREAS, the City of Marina understands that government entities, organizations and other public institutions should embrace policies and practices to reflect the experiences of Indigenous people and uplift our country's Indigenous roots, history, and contributions; and

WHEREAS, the idea of Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, President Biden, on October 8, 2021, signed a presidential proclamation declaring the second Monday in October as a federal holiday to be known henceforth as Indigenous Peoples' Day; and

WHEREAS, California Governor, Gavin Newsom, in 2021, proclaimed that the month of November will henceforth be "Native American Heritage Month" wherein the rich diversity and perseverance of California Native Peoples are celebrated and honored.

NOW THEREFORE, I, Bruce Delgado, Mayor of the City of Marina, do hereby declare every November henceforth as Native American Heritage Month to celebrate the thriving culture and value that Esselen, Ohlone/Costanoan and other Indigenous Peoples add to our City.

Dated this 4th day of November 2025



Bruce Carlos Delgado, Mayor



Proclamation

RESTORATIVE JUSTICE WEEK November 16-23, 2025

WHEREAS, in the face of crime or conflict, restorative justice offers a philosophy and approach that views these matters principally as harm done to people and relationships; and,

WHEREAS, restorative justice approaches strive to provide support and opportunities for the voluntary participation and communication between those affected by crime and conflict (victims, offenders, and community) to encourage accountability, reparation and a movement towards understanding, feelings of satisfaction, healing and inclusion; and

WHEREAS, Restorative Justice in the Schools is a collaborative program between the administration, faculty, families and the entire student body; and

WHEREAS, the Victim Offender Reconciliation Program has had an 87% success rate measuring that youth who go through the program do not reoffend; and

WHEREAS, restorative justice programs are benefiting Marina youth, adults, retailers, those victimized by crime and the Marina community.

NOW, THEREFORE BE IT RESOLVED, that I, Bruce C. Delgado, Mayor of the City of Marina, do hereby proclaim November 16-23, 2025, as "Restorative Justice Week" in the City of Marina.

Dated this 4th day of November 2025



Bruce Carlos Delgado, Mayor



City of Marina Annual Stormwater Report 24/25

November 4, 2025



Environmental Compliance Specialist, LLC

Program Overview

Under Municipal Stormwater Permit 2024-2025

Regulations Continue to Grow

Legal Decisions Keep us Guessing

Key Update Items

❖ **Draft Small MS4 Permit Key Items**

Work Plan 2025-2026 Period

Too much to discuss in 10 minutes



Key Accomplishments 24/25

Annual Trash Policy Requirements

Construction Site Outreach and Assistance

Industrial Facility Outreach and Assistance

Phase II Permit Requirements

Annual Staff Training

- Facility / Site Assessments

- Public Education & Outreach

- Public Participation and Involvement

Post Construction Requirements

Program Effectiveness Assessment Improvement



Public Education & Outreach

Focus: Measurable goals to address target pollutants

1. Education Topic
2. Audience
3. Education Mode
4. Quantity of People Reached

Key Points

- a. School Outreach - 617 Students Reached
- b. 15 Community Events Conducted
- c. 593 Community Members Reached, 92.5 lbs of Trash / Recyclables Removed
- d. Movie Ads, Radio Ads, Print & Digital, Facebook, etc.



School Outreach

Grades K-3, and 4-12 includes:

- Marine Mammals: Adaptations and Communication
- The Watershed Model
- Sea Otters: A Story of Survival
- Blue Whales: Gardeners of the Sea
- Amazing Sea Turtles
- Pre and Post Survey's Administered – Student and Educator



Public Education & Outreach



10/8/24 event, 152 people engaged w/ hands-on watershed model



Public Education & Outreach

Pet Waste - Focus on messaging to pickup pet waste through school outreach, print/digital ads via

- The Monterey Weekly, bilingual book-marks in English and Spanish distributed through the library, the Dad's Read events at the Marina Library, and the HOWL-Oween event at Vince DiMaggio Park.



Public Education & Outreach



Volunteers cleaned up 25lbs of trash on 9/8/24 - Locke-Paddon Park



Public Education & Outreach



Volunteers participated in the Marina Earth Day cleanup of large trash items on April 12, 2025

Public Education & Outreach

Watershed Pollution Outreach



Dad's Read at the Marina Library on August 10, 2024

Public Education & Outreach



CSUMB student with Save The Whales staff touched up artwork

Public Education & Outreach

Pet Waste



At the HOWL-OWEEN pet dress up event on October 27, 2024 we focused on pet waste education

Public Education & Outreach



ONE WATER
our WATER

WATER IS OUR MOST PRECIOUS RESOURCE!

Let's work together to protect **every drop** by keeping pollution from going down our storm drains.

PICK IT UP

FIX IT UP

SCOOP IT UP

PLEASE REPORT STORM DRAIN POLLUTION

CITYOFMARINA.ORG

The City of Marina Storm Water Program
invites you to help

PROTECT our COASTAL COMMUNITY

Your simple actions can have a positive effect for future generations!

REDUCE waste by bringing reusable bags to grocery shop.

PREVENT wildlife from getting caught in six-pack rings by cutting them up.

PICK UP after your dog and dispose of waste in the trash to help prevent water pollution.

PLANT native gardens to save water, reduce pesticide use.

RECYCLE at your home, business and school.

VOLUNTEER for beach clean ups and storm drain stenciling.

For more information:
www.ci.marina.ca.us

CITY OF MARINA



Storytimes

“We loved having Amanda visit with Save the Whales present storytimes and outreach over the summer, . . . She captivated preschool+ children with a storytime about whales and other marine mammals; Amanda's energy and enthusiasm are contagious, and we look forward to our continuing partnership with her and Save the Whales.”

Thank you!

Scott Nichols, Librarian II, Marina

MONTEREY COUNTY FREE LIBRARIES

Storytimes with Save the Whales at Marina Branch Library:

Whales!

Thursday, July 10, 2025
10:15-10:45am

Join Save the Whales at the Marina Branch Library for a special preschool+ storytime on whales, waves, and water!



Pollinators!

Thursday, July 17, 2025
10:15-10:45am

Join Save the Whales at the Marina Branch Library for a special preschool+ storytime celebrating the bees, butterflies, moths and more that pollinate our plants!



Storytimes followed by crafts, play, and Lunch at the Library (for ages 0-18)

Marina Branch Library
190 Seaside Circle



Educational Brochures



Stormwater (831) 884-1212

SUSTAINABLE SUMMER HOLIDAY TIPS

Summer holiday events in the U.S. are traditionally celebrated all summer long with many outdoor activities, relaxation, and festivities. Here are some typical ways people celebrate: **travel, getting together with family and friends, backyard barbecues, parades, community events, concerts, fireworks and much more.** But with the hustle and bustle of planning for and attending summer events we often forget to take precautions to avoid pitfalls. Many of these activities have a significant cost, not just to our bottom line, but to the environment. Fireworks generate significant amounts of harmful pollutants to the air we breathe and negatively impact local water quality. Barbecuing generates a significant amount of greenhouse / carbon emissions and toxins. **All** of the single use disposable items (e.g., paper plates, utensils and paper towels) used during the festivities either end up in a landfill or are left in the environment to eventually end up in the ocean. But there are **better** more sustainable options to enjoy the summer holidays and be responsible.

What is sustainability? Sustainability is the long-term viability of a community, a set of social institutions, or societal practices. In general, sustainability is understood as a form of practices in which environmental and economic actions taken by present people **do not** diminish the opportunities of future people to enjoy similar levels of wealth, utility, or welfare. Sustainability is presented as an alternative to short-term, myopic, and wasteful behaviors. So, let's explore what this means for the upcoming Summer Holiday.

Here's how to have **sustainable and water-friendly Summer Holidays**, whether you're hitting the beach, barbecuing at home, or hosting a group:

-  **Sustainable & Water Quality-Friendly Summer Holiday Event Tips**
-  **At the Beach, Lake, or River**
 - Pack it in, pack it out** – Bring reusable containers, bags, and utensils. Don't leave trash behind.
 - Skip single-use plastics** – Use refillable water bottles, metal straws, and reusable cups.
 - Use reef-safe sunscreen** – It helps prevent chemical runoff from harming aquatic life.
 - Respect wildlife and natural areas** – Stay on trails, don't feed wildlife, and avoid trampling dunes or vegetation.
-  **Eco-Friendly Barbecue & Picnic Tips**
 - Avoid Styrofoam and plasticware** – Use compostable plates or bring real dishes and utensils.
 - Compost food scraps** – Or at least separate recyclables from landfill trash.
 - Grill with care** – Propane burns cleaner than charcoal. If using charcoal, look for sustainable brands.
 - Don't pour grease or food waste down storm drains** – It leads directly to waterways.
-  **Green Travel & Hosting**
 - Carpool or bike** – Reduce emissions and parking strain.
 - Host at home or in a local park** – Fewer emissions than long-distance travel.
 - Eco-decor** – Reuse decorations or DIY with recycled/upcycled materials.
-  **Protecting Water Quality**
 - Prevent runoff**
 - Don't wash cars or dump anything in the street/gutter — storm drains flow directly to creeks, rivers, and the ocean.
 - Clean up pet waste (at parks, trails, and beaches).
 - Avoid fertilizer/pesticide use **before the weekend** – Rain or hosing can wash chemicals into storm drains.
 - Cover open trash or recyclables – So nothing blows into waterways.
-  **Bonus: Choose Conscious Food & Drink**
 - Support local farms or organic options** – Less packaging, fewer emissions, and fewer chemicals.
 - Buy in bulk** – Cuts down on packaging waste.
 - Plant-based grill options** – Even just a few meatless swaps help reduce your carbon footprint.

Please be considerate of others and have a safe and memorable holiday.

Quick Reference Sustainable Summer Holiday Tips – E-7-b-2-1 | © MCS LLC, © 2023-04-28

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Stormwater (831) 884-1212

SPRING CLEAN-UP AND WATER QUALITY PROTECTION TIPS

Spring clean-up at commercial properties offers a prime opportunity to incorporate water quality protection practices, ensuring compliance with stormwater regulations and reducing pollution runoff. This is particularly important for industrial sites, businesses with large impervious surfaces, or properties near water bodies. By incorporating these practices (BMPs) we can protect surface water and groundwater quality. The City of Marina's **groundwater supplies are our primary source for drinking water.** By sharing this training sheet with staff, this is your best defense to a regulatory enforcement action and/or interested third party lawsuit with documentation of the BMPs your facility is employing, which includes staff training.

BEST MANAGEMENT PRACTICES or "BMP's" are procedures and practices that we need to incorporate into daily routines to help prevent pollutants from entering our stormwater conveyance system (e.g., gutter, street, storm drain inlet, drainage channel, creek, rivers, ponds, lakes). Appropriate BMPs also include stopping practices and procedures that release pollutants into the environment.

STORM DRAINAGE SYSTEMS (e.g., gutters, streets, storm drains) are not connected to the sanitary sewer system and thus discharges to them flow directly into the environment (e.g., Locke Paddon Lake, groundwater) without any form of treatment.

EMPLOY PROPER BEST MANAGEMENT PRACTICES to keep pollutants (e.g., grease, hydraulic fluids, leaves, potable water, soil, sediment, trash & etc.) out of the City's Stormwater Conveyance System **at all times.**

Here are some key tips for your facility's spring clean-up.

- Exterior Clean-Up with Water Quality in Mind**
 -  **Landscaping and Vegetation Management**
 - Use Native or Drought-Resistant Plants:** Incorporate native plants or drought-tolerant species to reduce irrigation needs and prevent soil erosion.
 - Apply Mulch and Ground Cover:** Mulch helps retain moisture, prevent soil erosion, and filter contaminants before they reach storm drains.
 - Minimize Fertilizer and Pesticide Use**
 - Use organic fertilizers.
 - If you must use chemicals, avoid applying before rain events to prevent runoff contamination.
 - Follow proper application rates to avoid excess nutrients entering stormwater.
 - Erosion Control**
 - Repair and stabilize areas prone to soil erosion. Bare soil can **erode away** during a rain event.
 - Use silt fences, straw wattles, or erosion control blankets where necessary.
 -  **Parking Lot and Hardscape Maintenance, including sidewalks**
 - Sweeping and Debris Removal**
 - Sweep parking lots, sidewalks, and loading areas to remove sediment, debris, and pollutants. Sidewalk maintenance is the responsibility of the property **owner, but** check with the City before making repairs.
 - Dispose of waste properly (into waste bins). **Do not** sweep into storm drains.
 - Power Washing with Proper Containment:**
 - When cleaning concrete or asphalt, avoid detergents or chemicals that could enter storm drains.
 - Use containment mats or vacuum recovery systems to prevent wash water discharge. Discharge to a landscape area or into a sewer cleanout. **Do not** let wash water run into the City's storm drainage system.
 - Use environmentally friendly cleaning agents.

Spring Cleaning Tips – E-7-b-2-1 | © MCS LLC, © 2023-03-30

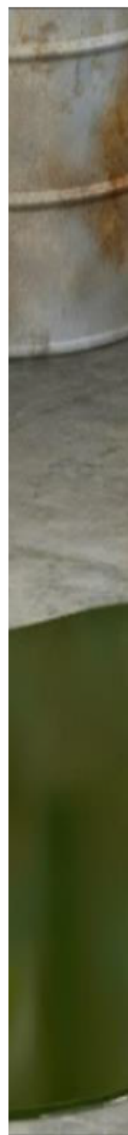
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Educational Brochures

- **Potable water** (*Continued*). Also, when irrigation water creates pooling water and continuously saturated soil the end result is a breeding ground for various vectors, such as mosquitoes. Irrigation runoff also transports various pollutants to the City's stormwater conveyance system and is a violation of both local and state regulations.
- **Dirt, Rocks, Sediment, Vegetation Matter** and much more when discharged into the POW pose a significant risk to public safety. Although the material may be natural the volume and quantity that exists within the man-made environment is highly disruptive to local aquatic ecosystems. Even if storm debris is passing through your property you have an obligation to mitigate that discharge. If clean-up is required consider your own safety, potential POW encroachment permits may be required and never use a leaf blower within the POW. Leaf blowers create fugitive dust and a significant traffic safety issue.
- **Trash** (*e.g., litter or anything from the man-made environment, including leaves and grass clippings*) that is released both on and off site is the responsibility of the generator and/or property owner. **Property owners must maintain the area abutting their site, including the sidewalk free of debris, trash and other materials generated from their site and/or from site activities.** Have these areas cleaned weekly and daily if necessary.
- **Premises Liability** - is a legal concept that typically comes into play in personal injury cases where the injury was caused by some type of unsafe or defective condition on someone's property and/or immediately off their property caused by activities and/or negligence creating the unsafe



condition. Most personal injury cases are based on negligence, and premises liability cases are no exception. In general, negligence means that the property owner failed to use reasonable care in connection with the management and oversight of their property and/or site activities. Some of the main types of premises liability include: slip and fall, inadequate maintenance of the premises, defective conditions created by site activities, water leaks or flooding, dust generation and much more.

- **Street and Highway Code Section §5610** - The owners of lots or portions of lots fronting on any portion of a POW or place ..., shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those works or areas

Questions or Report

- To report a discharge or spill of **HAZARDOUS MATERIALS** call 911 immediately
- To report a discharge or spill of **SEWAGE** (*Known or suspected*) immediately call the City of Marina's Wastewater Collection Department at (831) 384-6131, 24 hours a day, 7 days a week.
- For other emergencies call 911.
- To report a discharge or spill of **OTHER LIQUID MATERIALS** (Non-sewage / Non-hazardous) contact our Dispatch Non-Emergency Hotline at (831) 384-7575.
- For **OTHER EMERGENCIES**, call 911.

More Information Call

(831) 884-1212, or
www.ci.marina.ca.us

(ECS, LLC Rev 2/15/25 ©)



Illicit Discharges Within the Public Right of Way

(Immediately Clean-Up, Prevent Future Discharges)

Illicit Discharge POW Overview

The discharge of anything other than pure clean rainwater into the public right of way (POW, *e.g., sidewalk, gutter, street, dedicated easement*) is strictly prohibited. **Prohibited discharges are commonly known as illicit or illegal discharges.** Common examples include the release of bacteria, chemicals, debris, dust, fecal matter, nutrients (*e.g., excess fertilizers*), oil, potable water (*e.g., irrigation runoff*), rocks, sediment, trash (*e.g., litter or anything from the man-made environment*), vegetation matter and much more.

Now most would view dirt, dust, sediment as naturally occurring materials and they are; however, when discharged into a public right of way (POW, *e.g., dedicated easement, gutter, sidewalk and/or street*) and into a stormwater conveyance system (*e.g., creek, drainage channel, gutter, storm drain inlet, street and/or etcetera*) they are not natural and pose a risk to the quality of water within local creeks, lakes and eventually the ocean. Not only does the discharge of these materials within the POW pose a water quality risk, but a significant and completely avoidable public and traffic safety risk.

A World Class Community
211 Hillcrest Avenue; Marina CA 93933
(831) 884-1212



Educational Brochures

During-Cleaning Activities (Continued)

- Immediately and appropriately clean up any spill on impervious surfaces (*i.e., roads, sidewalks, driveways*).
- Be proactive to prevent unintended spills or discharges to the storm drain system.
- Store all cleaning agents in a safe location.
- Securely close cleaning agent containers.
- Routinely observe equipment to ensure that no leaks exist and that hoses do not disconnect

Post-Cleaning Activities

- **Dispose of all wash water to the sanitary sewer** via a toilet¹ or clean-out¹ at site or take back to office to a pre-approved location to discharge / release into the sanitary sewer system¹.
- If hauling wash water, take special precautions when loading / unloading the wash water. Inspect wash water containers regularly for cracks or leaks.
- **Never** discharge / release wash water into the environment (*i.e. gutter, street, storm drain or landscape area*).
- Properly secure all cleaning agents in the vehicle prior to driving to prevent toppling. Utilize flat bottomed trays or totes to house the chemical containers so that if a spill occurs, it will be contained.
- Tightly cap chemical containers before and immediately after use.
- When transporting equipment or wash water from the work area to the vehicle, ensure that any spills on impervious surfaces (*i.e. gutter, street, sidewalks & / or driveways*) are immediately cleaned.
- Filter wash water to ensure that equipment drains do not clog. Heavy solids which could block the sewer line must be removed. Sediment at the bottom of the tank should be scooped out. Dispose of the filtered material in the garbage.

HAZARDOUS WASTE DISPOSAL

Household Hazardous Waste (HHW) and **Universal Waste (UW)** materials **cannot** be disposed of via general refuse. Dispose of HHW or UW materials at: Last Chance Mercantile 14201 Del Monte Blvd., # A; Marina, CA 93933; (831) 582-9730. Common HHW & UW include:

⚠ Automotive Batteries & Fluids	⚠ Cleaners (<i>i.e. chemicals</i>)
⚠ Electronics (<i>computers, printers, etc</i>)	⚠ Fluorescent Light Bulbs
⚠ Lawn / Garden Herbicides/Pesticides	⚠ Miscellaneous Care Products
⚠ Monitors (PC & TV)	⚠ Paint & Paint Related Products
⚠ Shoe Polish Products	

QUESTIONS OR TO REPORT

- A discharge or spill of **Hazardous Materials** call 911 immediately.
- A discharge or spill of **Sewage** (*Known or suspected*) immediately call the City of Marina's Wastewater Collection Department at (831) 384-6131, 24 hours a day, 7 days a week.
- For other emergencies call 911.
- A discharge or spill of **Other Liquid Materials** (*Non-sewage / Non-hazardous*) contact our Dispatch Non-Emergency Hotline at (831) 384-7575.
- For **Other Emergencies**, call 911.
- **Solid Waste & Recycling** at (831) 920-6707.

A healthy environment is vital to what makes Marina a special place to not only live-in, but to work and play-in. Follow the easy tips in this brochure to help protect local groundwater supplies from contamination from routine "Mobile Cleaning Services".

MORE INFORMATION

Call (831) 884-1212, or
visit our website at:
www.ci.marina.ca.us

(E.7.a.ii.a/c/f/b/m; ECS,LLC; © Rev 6/9/25)



Stormwater Management Program

Best Management Practices for Mobile Cleaners

(Cars, Carpets, Drapes, Exterior Surfaces, Upholstery & Windows)

This brochure has been developed to assist the mobile cleaning services industry (*Cars, Carpets, Drapes, Exterior Surfaces, Upholstery and Windows*) in achieving compliance with federal, state and local water quality (*i.e. stormwater*) regulatory requirements. Activities associated with cleaning service providers generate a variety of wastes that can negatively impact the environment if not properly managed, handled and disposed of. Simply, **all wash water from cleaning activities must be either captured for recycling, reuse, or proper disposal**. A release or discharge of wash water from cleaning activities into the environment or into the City's storm drain system (*gutters, streets, storm drains & etcetera*) is a violation of law that can result in the issuance of notice of violation, an administrative citation and even the revocation of a business license.

Please do your part and become part of the solution to environmental pollution!

FOR MORE INFORMATION:

Visit www.ci.marina.ca.us, or
Call (831) 884-1212



New Draft Small MS4 Permit

ETA – Draft Spring 2026; Effective Early 2027

Simply Starting Over

Many Work Plans to Develop, Submit & Updates To Do

- Updated / New Guidance Document
- Update Legal Authority / Enf. Response Plan / IDDE / Etc
- Develop PEPO Work Plan / Strategy
- Update Existing Maps / Guidelines / Etc.
- Review and Update Legal Authority / Ordinance
- Review and Update PCR Requirements as Necessary

Additional Layers of Reporting to Comply With

Many 1 x and Many New Continuous Requirements



Work Plan 2025-2026

Continue All Permit Requirements

Options to Council - Move Towards Reduced Permits?

1st - Construction General Permit – NONA Clause

2nd - Industrial General Permit – NONA Clause

3rd - MS4 Permit – NONA Clause Removed

PFAS and Stormwater

Key Factors:

PERC / Pond Study Results – No Discharges

Sackett v. EPA Definition of Waters of the U.S.

City/ County of San Francisco SCOTUS Ruling

If NONA Approach Approved:

*Continue to Implement Program Without Extensive Documentation,
Tracking and Reporting*



The Team Thanks You

City Leaders



Agency Personnel,

Save the Whales



Environmental Compliance Specialist, LLC





Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

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 110 - City Council										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6500.700 - Training & Travel Training & Travel										
12121 - Jennifer McAdams - refund only	10-11-25	Travel Reimbursement - LCC - 2025 Annual Conference - Long Beach	Paid by Check # 108002		10/13/2025	10/13/2025	10/13/2025		10/24/2025	1,265.65
Account 6500.700 - Training & Travel Training & Travel Totals							Invoice Transactions	1		\$1,265.65
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$1,265.65
Division 000 - Non-Div Totals							Invoice Transactions	1		\$1,265.65
Department 110 - City Council Totals							Invoice Transactions	1		\$1,265.65
Department 120 - City Mgr/HR/Risk										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10758 - AT & T CALNET3	000024126680	Calnet fire alarm haner 524 533	Paid by Check # 107982		09/28/2025	10/10/2025	10/10/2025		10/24/2025	61.27
10603 - Verizon Wireless	6125638189	Monthly Verizon Bill- 308174766	Paid by EFT # 6836		10/10/2025	10/22/2025	10/22/2025		10/24/2025	213.93
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	2		\$275.20
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$275.20
Division 000 - Non-Div Totals							Invoice Transactions	2		\$275.20
Department 120 - City Mgr/HR/Risk Totals							Invoice Transactions	2		\$275.20
Department 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.331 - Prof Svc IT - Website Svc										
10143 - Civicplus	346751	Quarterly Website Hosting and Support	Paid by EFT # 6822		10/01/2025	10/17/2025	10/17/2025		10/24/2025	5,263.25
Account 6300.331 - Prof Svc IT - Website Svc Totals							Invoice Transactions	1		\$5,263.25
Account 6360.076 - Maint & Repairs Copier										
10406 - Monterey Bay Systems	501250	CDD Copier Maintenance Contract and Overage	Paid by EFT # 6830		10/17/2025	10/17/2025	10/17/2025		10/24/2025	973.86
Account 6360.076 - Maint & Repairs Copier Totals							Invoice Transactions	1		\$973.86
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$6,237.11
Division 000 - Non-Div Totals							Invoice Transactions	2		\$6,237.11
Department 125 - I. T. Totals							Invoice Transactions	2		\$6,237.11



Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

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 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6125638189	Monthly Verizon Bill-308174766	Paid by EFT # 6836		10/10/2025	10/22/2025	10/22/2025		10/24/2025	102.92
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$102.92
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$102.92
Division 000 - Non-Div Totals							Invoice Transactions	1		\$102.92
Department 130 - Finance Totals							Invoice Transactions	1		\$102.92
Department 150 - City Attorney										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc										
11753 - Fenton & Keller PC	191285	Professional Services - Cardroom Ordinance Amendment - Dept 2025	Paid by Check # 107997		10/14/2025	10/17/2025	10/17/2025		10/24/2025	1,472.91
10257 - Goldfarb & Lipman	487687	General - September 2025	Paid by EFT # 6826		10/20/2025	10/17/2025	10/17/2025		10/24/2025	182.50
10257 - Goldfarb & Lipman	487688	Marina Heights - September 2025	Paid by EFT # 6826		10/20/2025	10/17/2025	10/17/2025		10/24/2025	1,095.00
10257 - Goldfarb & Lipman	487689	The Dunes - September 2025	Paid by EFT # 6826		10/20/2025	10/17/2025	10/17/2025		10/24/2025	255.50
Account 6300.450 - Prof Svc Legal - City Attorney Other Svc Totals							Invoice Transactions	4		\$3,005.91
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$3,005.91
Division 000 - Non-Div Totals							Invoice Transactions	4		\$3,005.91
Department 150 - City Attorney Totals							Invoice Transactions	4		\$3,005.91
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6150.500 - Medical Vision										
10607 - Vision Service Plan	10-01-25	VSP Adjustment (10/2025)	Paid by Check # 108041		10/01/2025	10/01/2025	10/01/2025		10/24/2025	10.48
10607 - Vision Service Plan	10-.01-25	VSP COBRA (10.2025)	Paid by Check # 108041		10/01/2025	10/01/2025	10/01/2025		10/24/2025	103.55
Account 6150.500 - Medical Vision Totals							Invoice Transactions	2		\$114.03
Account 6300.570 - Prof Svc Other										
10244 - Chaz Design	4045	Skidsteer Decals	Paid by Check # 107990		10/15/2025	10/16/2025	10/16/2025		10/24/2025	556.00
12208 - RAYA AUTOMOTIVE	2425	2024 Ford F150 XLT	Paid by Check # 108031		10/16/2025	10/20/2025	10/20/2025		10/24/2025	221.00



Accounts Payable by G/L Distribution Report

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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 6300.570 - Prof Svc Other										
12208 - RAYA AUTOMOTIVE	2424	2022 Dodge Durango Pursuit #825	Paid by Check # 108031		10/16/2025	10/20/2025	10/20/2025		10/24/2025	425.00
12208 - RAYA AUTOMOTIVE	2418	2025 Ford Police Interceptor Utility Base	Paid by Check # 108031		10/10/2025	10/20/2025	10/20/2025		10/24/2025	51.00
12208 - RAYA AUTOMOTIVE	2415	2025 Ford Police Interceptor Utility Base #827	Paid by Check # 108031		10/08/2025	10/20/2025	10/20/2025		10/24/2025	51.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 5	\$1,304.00
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000024231383	CALNET3-9391023491 (884-9654)	Paid by Check # 107982		10/15/2025	10/22/2025	10/22/2025		10/24/2025	92.41
10758 - AT & T CALNET3	000024231382	CALNET3-9391023490 (884-9568)	Paid by Check # 107982		10/15/2025	10/22/2025	10/22/2025		10/24/2025	59.71
10758 - AT & T CALNET3	000024231377	CALNET3-9391023485 (884-2573)	Paid by Check # 107982		10/15/2025	10/22/2025	10/22/2025		10/24/2025	32.66
10758 - AT & T CALNET3	000024231375	CALNET3-9391023482 (884-0985)	Paid by Check # 107982		10/15/2025	10/22/2025	10/22/2025		10/24/2025	31.41
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 4	\$216.19
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2025 683-2	PG&E 6217294683-2	Paid by Check # 108027		10/16/2025	10/22/2025	10/22/2025		10/24/2025	146.09
10463 - Pacific Gas & Electric	Oct 2025 172-2	PG&E - 5618207172-2	Paid by Check # 108027		10/17/2025	10/22/2025	10/22/2025		10/24/2025	700.29
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 2	\$846.38
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2025 56-018	208 Palm Ave	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	306.39
10349 - Marina Coast Water District	Oct 2025 56-020	304 Hillcrest Ave	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	109.63
10349 - Marina Coast Water District	Oct 2025 56-025	327 Reindollar Ave Sewer	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	43.48
10432 - Monterey One Water - former MRWPCA	Sept 2025 2930	3200 Imjin Rd	Paid by Check # 108016		09/30/2025	10/10/2025	10/10/2025		10/24/2025	2,728.00
10432 - Monterey One Water - former MRWPCA	Sept 2025 1627	211 Hillcrest Ave	Paid by Check # 108016		09/30/2025	10/10/2025	10/10/2025		10/24/2025	272.80
10432 - Monterey One Water - former MRWPCA	Sept 2025 0009	208 Palm Ave	Paid by Check # 108016		09/30/2025	10/20/2025	10/20/2025		10/24/2025	272.80
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 6	\$3,733.10



Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

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 6400.635 - Material & Suppl Postage Shipping										
10140 - City Of Marina Petty Cash	10.20.25	Replenish Petty Cash	Paid by Check # 108046		10/20/2025	10/20/2025	10/20/2025		10/24/2025	10.48
Account 6400.635 - Material & Suppl Postage Shipping Totals								Invoice Transactions 1		\$10.48
Account 6600.010 - Other Charges Alarm										
10239 - First Alarm	913361	Alarm Monitoring - 327 Reindollar Ave - Nov 2025-Jan 2026	Paid by EFT # 6825		10/15/2025	10/17/2025	10/17/2025		10/24/2025	170.97
10239 - First Alarm	912397	Alarm Monitoring - City Hall - Nov 2025-Jan 2026	Paid by EFT # 6825		10/15/2025	10/17/2025	10/17/2025		10/24/2025	138.00
Account 6600.010 - Other Charges Alarm Totals								Invoice Transactions 2		\$308.97
Account 6600.496 - Other Charges Permits and Fees - MBARD										
10377 - Monterey Bay Air Resources District - MBUAPCD	FAC-2796	Vapor Recovery Permit Lake and Palm	Paid by Check # 108014		10/06/2025	10/20/2025	10/20/2025		10/24/2025	1,277.50
Account 6600.496 - Other Charges Permits and Fees - MBARD Totals								Invoice Transactions 1		\$1,277.50
Account 6600.740 - Other Charges Special Event										
12242 - KRML Radio, LLC.	25090048	Advertising Fees	Paid by Check # 108006		09/30/2025	10/20/2025	10/20/2025		10/24/2025	500.00
10420 - MILESTONE COMMUNICATIONS INC/MONTEREY COUNTY WEEKL	#10/02/25CCM	Advertising	Paid by Check # 108013		10/02/2025	10/20/2025	10/20/2025		10/24/2025	1,339.00
10420 - MILESTONE COMMUNICATIONS INC/MONTEREY COUNTY WEEKL	#10/09/25CCM	advertising	Paid by Check # 108013		10/09/2025	10/20/2025	10/20/2025		10/24/2025	1,339.00
10420 - MILESTONE COMMUNICATIONS INC/MONTEREY COUNTY WEEKL	#09/25/25CCM	advertising	Paid by Check # 108013		09/25/2025	10/20/2025	10/20/2025		10/24/2025	1,800.00
10581 - Trucksis Enterprises	14476	drape table throw	Paid by EFT # 6835		10/16/2025	10/20/2025	10/20/2025		10/24/2025	1,796.07
10581 - Trucksis Enterprises	14480	overlay - podium sign	Paid by EFT # 6835		10/20/2025	10/20/2025	10/20/2025		10/24/2025	95.00
Account 6600.740 - Other Charges Special Event Totals								Invoice Transactions 6		\$6,869.07
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions 29		\$14,679.72
Division 000 - Non-Div Totals								Invoice Transactions 29		\$14,679.72
Department 190 - Citywide Non-Dept Totals								Invoice Transactions 29		\$14,679.72
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10107 - California Towing & Transport	18422	Call # 275338040	Paid by Check # 107987		10/03/2025	10/08/2025	10/08/2025		10/24/2025	812.50



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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 6300.570 - Prof Svc Other										
12065 - Hasco Stations, LLC	HCL-041852-25	Car Wash	Paid by Check # 108001		10/15/2025	10/17/2025	10/17/2025		10/24/2025	136.00
10326 - Language Line, LLC	11718172	Translation	Paid by Check # 108007		09/30/2025	10/17/2025	10/17/2025		10/24/2025	309.26
10456 - Shred-it USA - Stericycle, Inc.	8012301087	Shredding - Onsite	Paid by Check # 108036		10/18/2025	10/18/2025	10/17/2025		10/24/2025	289.61
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 4			<u>\$1,547.37</u>
Account 6360.050 - Maint & Repairs Building										
10239 - First Alarm	915105	Service Call and Labor - Ticket # 246436	Paid by EFT # 6825		10/13/2025	10/13/2025	10/08/2025		10/24/2025	798.30
Account 6360.050 - Maint & Repairs Building Totals							Invoice Transactions 1			<u>\$798.30</u>
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10897 - TechRx Technology Services Corporation	13211	MPD September 2025 - Peregrine Training; LPR systems	Paid by EFT # 6834		10/01/2025	10/01/2025	10/01/2025		10/24/2025	1,425.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions 1			<u>\$1,425.00</u>
Account 6360.570 - Maint & Repairs Other Svc Agr										
12146 - MRC Smart Tech. Solutions/MR COPY INC DBA:XBS-WEST	IN5056440	Meter Read	Paid by Check # 108021		10/17/2025	10/17/2025	10/17/2025		10/24/2025	142.53
10981 - Sentry Alarm Systems of America, Inc.	2297159	Sentry Burglar Alarms Cust # 1840 11/1/25 - 1/31/26- South Field	Paid by Check # 108035		10/15/2025	10/15/2025	10/08/2025		10/24/2025	150.00
10981 - Sentry Alarm Systems of America, Inc.	2297158	Burglar Alarm Systems Cust # 1840 11/01/25 - 1/31/26- East Field	Paid by Check # 108035		10/15/2025	10/15/2025	10/08/2025		10/24/2025	540.90
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions 3			<u>\$833.43</u>
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Oct 2025 428 0	Acct # 24813472754280	Paid by Check # 107981		10/01/2025	10/08/2025	10/08/2025		10/24/2025	17.19
10053 - AT & T	Oct 2025 0676	Acct # 325820676	Paid by Check # 107981		10/13/2025	10/17/2025	10/17/2025		10/24/2025	205.32
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions 2			<u>\$222.51</u>
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2025 74-000	Acct # 014874-000	Paid by Check # 108010		09/25/2025	10/15/2025	10/15/2025		10/24/2025	177.45
10349 - Marina Coast Water District	Sept 2025 56-091	Acct # 000056-091	Paid by Check # 108010		09/25/2025	10/15/2025	10/15/2025		10/24/2025	180.11
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 2			<u>\$357.56</u>



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Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap)										
10897 - TechRx Technology Services Corporation	13223	Laptops for investigations unit	Paid by EFT # 6834		10/01/2025	10/08/2025	10/08/2025		10/24/2025	5,771.25
10897 - TechRx Technology Services Corporation	13224	Laptop for investigations unit - Celebrite	Paid by EFT # 6834		10/01/2025	10/13/2025	10/13/2025		10/24/2025	2,032.99
Account 6400.350 - Material & Suppl IT-Computer & Hardware (non-cap) Totals								Invoice Transactions	2	\$7,804.24
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	45965480	Office Supplies	Paid by Check # 108029		09/29/2025	10/15/2025	10/15/2025		10/24/2025	564.56
10498 - Quill Corporation	46135226	Office Supplies	Paid by Check # 108029		10/10/2025	10/17/2025	10/17/2025		10/24/2025	391.58
Account 6400.565 - Material & Suppl Office Supplies Totals								Invoice Transactions	2	\$956.14
Account 6400.720 - Material & Suppl Safety Equip										
10330 - LC ACTION POLICE SUPPLY LTD/LC ACTION POLICE SUPPL	480757	Vests - Bazzola; Aguilera	Paid by Check # 108008		10/16/2025	10/17/2025	10/17/2025		10/24/2025	2,294.25
10330 - LC ACTION POLICE SUPPLY LTD/LC ACTION POLICE SUPPL	480562	Vest - Gamboa	Paid by Check # 108008		10/10/2025	10/17/2025	10/17/2025		10/24/2025	1,159.13
Account 6400.720 - Material & Suppl Safety Equip Totals								Invoice Transactions	2	\$3,453.38
Account 6400.800 - Material & Suppl Uniform										
10753 - Ace High Designs Inc.	54030	Uniform - Johnson	Paid by Check # 107977		09/29/2025	10/13/2025	10/13/2025		10/24/2025	201.72
10753 - Ace High Designs Inc.	54063	Uniform - Dela Cuadra	Paid by Check # 107977		10/14/2025	10/14/2025	10/13/2025		10/24/2025	56.81
10219 - Emblem Authority	50006	MPD Patches - Autism & Breast Cancer Awareness	Paid by Check # 107996		10/14/2025	10/15/2025	10/15/2025		10/24/2025	2,910.00
10219 - Emblem Authority	50024	MPD Explorer Rockers	Paid by Check # 107996		10/15/2025	10/15/2025	10/15/2025		10/24/2025	355.50
10309 - Salinas Valley Pro Squad	937	Uniform - Chief Hopkins	Paid by Check # 108034		09/24/2025	10/08/2025	10/08/2025		10/24/2025	152.91
Account 6400.800 - Material & Suppl Uniform Totals								Invoice Transactions	5	\$3,676.94
Account 6500.620 - Training & Travel POST										
10629 - Anthony Aiello - Employee	11-06-25	Per Diem - Aiello - Critical Incident Response 11/06-11/07/25	Paid by Check # 107980		10/20/2025	10/20/2025	10/20/2025		10/24/2025	20.00
11587 - Carolyn Peliova - Employee	10-19-25	Per Diem Peliova - SLI Session 5 - October 2025	Paid by EFT # 6820		10/15/2025	10/15/2025	10/15/2025		10/24/2025	161.00



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Fund 100 - General Fund										
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6500.620 - Training & Travel POST										
11408 - Christopher Johnson - Employee	11-03-25	Per Diem - Johnson - ICI Core 11/03 - 11/14/25	Paid by EFT # 6821		10/20/2025	10/20/2025	10/20/2025		10/24/2025	180.00
12210 - Jasmine Flores - Employee	10-27-25	Per Diem Flores - Standard Field Sobriety Testing (SFST Course)	Paid by EFT # 6828		10/13/2025	10/13/2025	10/13/2025		10/24/2025	70.00
12209 - Kaleb Smith - Employee	10-27-25	Per Diem K.Smith - Standard Field Sobriety Testing (SFST Course)	Paid by Check # 108004		10/13/2025	10/13/2025	10/13/2025		10/24/2025	70.00
11840 - Nicholas Beavers - Employee	11-06-25	Per Diem - Beavers - Critical Incident Response 11/06-11/07/25	Paid by Check # 108024		10/20/2025	10/20/2025	10/20/2025		10/24/2025	20.00
11760 - Rachel Shimabukuro - Employee	11-06-25	Per Diem - Shimabukuro - Critical Incident Response 11.06.25	Paid by Check # 108030		10/20/2025	10/20/2025	10/20/2025		10/24/2025	20.00
Account 6500.620 - Training & Travel POST Totals									Invoice Transactions 7	\$541.00
Account 6500.700 - Training & Travel Training & Travel										
11135 - Maria Esparza - Employee	11-02-25	Per Diem - Esparza - Professional Development DOJ DMV Training	Paid by EFT # 6829		10/20/2025	10/20/2025	10/20/2025		10/24/2025	276.00
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 1	\$276.00
Account 6600.455 - Other Charges Leased Parking										
12070 - Open Road Investors, LLC	1083	Monthly Parking Lot Rent	Paid by Check # 108026		10/21/2025	10/21/2025	10/21/2025		10/24/2025	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	848538	Livescans	Paid by Check # 107986		10/06/2025	10/15/2025	10/15/2025		10/24/2025	256.00
Account 6600.465 - Other Charges Live Scan Totals									Invoice Transactions 1	\$256.00
Account 6600.485 - Other Charges Medical Svc - Investigations										
10776 - Central Valley Toxicology, Inc.	342734	Abuse Screen (CVT-25-4582)	Paid by Check # 107989		08/21/2025	10/17/2025	10/17/2025		10/24/2025	196.00
10008 - Monterey County Department of Health - EHB	LUC MOAFY25/26#1	Direct Cost per MOA services 4/01/25-6/30/25	Paid by Check # 108015		10/15/2025	10/17/2025	10/17/2025		10/24/2025	185.83
Account 6600.485 - Other Charges Medical Svc - Investigations Totals									Invoice Transactions 2	\$381.83



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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 6600.625 - Other Charges Printing Svc										
12091 - MP EXPRESS, INC.	79679	Business Cards - 2 staff members	Paid by Check # 108020		10/13/2025	10/13/2025	10/08/2025		10/24/2025	278.29
Account 6600.625 - Other Charges Printing Svc Totals							Invoice Transactions	1		\$278.29
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	37		\$24,407.99
Division 000 - Non-Div Totals							Invoice Transactions	37		\$24,407.99
Department 210 - Police Totals							Invoice Transactions	37		\$24,407.99
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10623 - Xerox Financial Services	41049855	FD Monthly Copier Charges 10/03/25-11/02/25	Paid by Check # 108044		10/14/2025	10/20/2025	10/20/2025		10/24/2025	257.13
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions	1		\$257.13
Account 6400.100 - Material & Suppl CSA 74 Funded										
10122 - Central Valley Business Forms	262844	Fire Responder Record Books	Paid by Check # 107988		10/13/2025	10/21/2025	10/21/2025		10/24/2025	808.07
Account 6400.100 - Material & Suppl CSA 74 Funded Totals							Invoice Transactions	1		\$808.07
Account 6400.565 - Material & Suppl Office Supplies										
12202 - Staples, Inc./Staples Contract & Commercial LLC db	6044656304	Paper Supplies for Fire	Paid by Check # 108037		10/06/2025	10/21/2025	10/21/2025		10/24/2025	46.42
12202 - Staples, Inc./Staples Contract & Commercial LLC db	6044656305	Paper Supplies for Fire	Paid by Check # 108037		10/06/2025	10/21/2025	10/21/2025		10/24/2025	43.14
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	2		\$89.56
Account 6400.740 - Material & Suppl Special Dept Suppl										
10927 - Ace Hardware - Fire Dept.	092671	Supplies for Station 1	Paid by Check # 107975		10/18/2025	10/20/2025	10/20/2025		10/24/2025	70.97
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions	1		\$70.97
Account 6600.455 - Other Charges Leased Parking										
12070 - Open Road Investors, LLC	1083	Monthly Parking Lot Rent	Paid by Check # 108026		10/21/2025	10/21/2025	10/21/2025		10/24/2025	400.00
Account 6600.455 - Other Charges Leased Parking Totals							Invoice Transactions	1		\$400.00
Account 6700.130 - Capital Outlay Vehicles										
10780 - Allstar Fire Equipment Inc.	267953	Labor and Parts for 5471	Paid by EFT # 6819		10/13/2025	10/17/2025	10/17/2025		10/24/2025	1,586.15
Account 6700.130 - Capital Outlay Vehicles Totals							Invoice Transactions	1		\$1,586.15
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	7		\$3,211.88
Division 000 - Non-Div Totals							Invoice Transactions	7		\$3,211.88



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Fund 100 - General Fund										
					Department 250 - Fire Totals		Invoice Transactions 7			\$3,211.88
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	092565	Marina Monday	Paid by Check # 107976		10/06/2025	10/16/2025	10/16/2025		10/24/2025	6.53
10728 - Ace Hardware-Public Works	092677	Apartment	Paid by Check # 107976		10/20/2025	10/22/2025	10/22/2025		10/24/2025	42.57
10728 - Ace Hardware-Public Works	092656	City Hall/Annex	Paid by Check # 107976		10/16/2025	10/22/2025	10/22/2025		10/24/2025	39.44
10728 - Ace Hardware-Public Works	092659	City Hall	Paid by Check # 107976		10/16/2025	10/22/2025	10/22/2025		10/24/2025	6.52
10728 - Ace Hardware-Public Works	092680	Preston Park	Paid by Check # 107976		10/20/2025	10/22/2025	10/22/2025		10/24/2025	20.74
10034 - American Supply Co.	0195574	Dispensary Rolls	Paid by Check # 107979		10/15/2025	10/20/2025	10/20/2025		10/24/2025	27.97
10034 - American Supply Co.	3074176	City Supplies	Paid by Check # 107979		10/17/2025	10/22/2025	10/22/2025		10/24/2025	2,542.36
10181 - Dave's Repair Service	38898	Site Inspections as Designated Operator	Paid by Check # 107992		10/10/2025	10/10/2025	10/10/2025		10/24/2025	100.00
12228 - El Camino Machine & Welding, LLC	C12503	Rails and Ramps	Paid by Check # 107995		10/07/2025	10/15/2025	10/15/2025		10/24/2025	3,595.55
10250 - Gavilan Pest Control	0173567	211 Hillcrest Ave	Paid by Check # 107999		10/07/2025	10/14/2025	10/14/2025		10/24/2025	82.00
10250 - Gavilan Pest Control	0173570	190 Seaside Circle	Paid by Check # 107999		10/08/2025	10/14/2025	10/14/2025		10/24/2025	300.00
10250 - Gavilan Pest Control	0173568	120 Seaside Circle	Paid by Check # 107999		10/08/2025	10/14/2025	10/14/2025		10/24/2025	80.00
10250 - Gavilan Pest Control	0173375	2660 5th Ave Corp Yard	Paid by Check # 107999		10/08/2025	10/14/2025	10/14/2025		10/24/2025	105.00
10035 - Ruth Maria Milla-Leon/Andersen's Lock & Safe, Inc.	42108251	208 Palm Ave Keys	Paid by EFT # 6833		10/21/2025	10/20/2025	10/20/2025		10/24/2025	1,823.58
					Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals		Invoice Transactions 14			\$8,772.26
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10728 - Ace Hardware-Public Works	092590	PD Water Faucet	Paid by Check # 107976		10/09/2025	10/16/2025	10/16/2025		10/24/2025	14.19
10034 - American Supply Co.	3073541	Fire Station #2 mop and Bucket	Paid by Check # 107979		10/10/2025	10/16/2025	10/16/2025		10/24/2025	133.29
					Account 6360.070 - Maint & Repairs Bdg Public Safety Totals		Invoice Transactions 2			\$147.48
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	092609	Mark out Paint	Paid by Check # 107976		10/10/2025	10/16/2025	10/16/2025		10/24/2025	21.83
10728 - Ace Hardware-Public Works	092567	Sign cleaning my marina	Paid by Check # 107976		10/06/2025	10/16/2025	10/16/2025		10/24/2025	22.92



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Fund 100 - General Fund										
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.690 - Maint & Repairs Supplies										
10728 - Ace Hardware-Public Works	092581	Unit 111 Parts	Paid by Check # 107976		10/07/2025	10/16/2025	10/16/2025		10/24/2025	25.09
10599 - Valley Saw & Garden Equipment	422025	Sm Equip Repairs	Paid by Check # 108038		10/06/2025	10/20/2025	10/20/2025		10/24/2025	196.10
Account 6360.690 - Maint & Repairs Supplies Totals									Invoice Transactions 4	\$265.94
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2025 56-107	9th Street Irrigation	Paid by Check # 108010		09/25/2025	10/10/2025	10/10/2025		10/24/2025	823.61
10349 - Marina Coast Water District	Oct 2025 56-011	2354 Abdy Way (tate Park-Irrigation)	Paid by Check # 108010		10/06/2025	10/16/2025	10/16/2025		10/24/2025	334.24
10349 - Marina Coast Water District	Oct 2025 56-014	3200 Del Monte Blvd	Paid by Check # 108010		10/06/2025	10/16/2025	10/16/2025		10/24/2025	2,726.38
10349 - Marina Coast Water District	Oct 2025 56-034	3240 De Forest Rd	Paid by Check # 108010		10/06/2025	10/16/2025	10/16/2025		10/24/2025	864.94
10349 - Marina Coast Water District	Sept 2025 56-112	NW corner Imjin Pkwy & E Abrams Dr	Paid by Check # 108010		09/25/2025	10/16/2025	10/16/2025		10/24/2025	375.55
10349 - Marina Coast Water District	Oct 2025 56-098	3254 Abdy Way (Tate Park-Building)	Paid by Check # 108010		10/06/2025	10/20/2025	10/20/2025		10/24/2025	86.77
10349 - Marina Coast Water District	Oct 2025 56-106	306 Reservation Rd	Paid by Check # 108010		10/06/2025	10/20/2025	10/20/2025		10/24/2025	72.27
10349 - Marina Coast Water District	Oct 2025 56-001	209-13 Cypress Ave	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	237.11
10349 - Marina Coast Water District	Oct 2025 56-019	211 Hillcrest Ave	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	832.42
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 9	\$6,353.29
Account 6400.742 - Material & Suppl Sprinklers/Plants/Fertilizer										
10368 - Martin's Irrigation Supply	688221	Hilltop Park	Paid by Check # 108011		10/13/2025	10/22/2025	10/22/2025		10/24/2025	38.05
Account 6400.742 - Material & Suppl Sprinklers/Plants/Fertilizer Totals									Invoice Transactions 1	\$38.05
Account 6400.800 - Material & Suppl Uniform										
11902 - Gabriel Quintero - Employee	10-17-25	Safety Boots	Paid by Check # 107998		10/17/2025	10/20/2025	10/20/2025		10/24/2025	225.00
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110781371	PW Uniforms	Paid by Check # 108040		10/10/2025	10/10/2025	10/10/2025		10/24/2025	132.57
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110781372	PW Shop Supplies	Paid by Check # 108040		10/10/2025	10/10/2025	10/10/2025		10/24/2025	73.51
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110785122	PW Uniforms	Paid by Check # 108040		10/17/2025	10/20/2025	10/20/2025		10/24/2025	132.57



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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 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110785123	PW Shop Supplies	Paid by Check # 108040		10/17/2025	10/20/2025	10/20/2025		10/24/2025	73.51
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	5		\$637.16
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	35		\$16,214.18
Division 311 - Buildings & Grounds Totals							Invoice Transactions	35		\$16,214.18
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
11230 - Golden State Truck & Trailer Repair, Inc.	W51396	Unit 07-01 2007 Ferrara Igniter	Paid by Check # 108000		10/15/2025	10/16/2025	10/16/2025		10/24/2025	21,105.06
10244 - Chaz Design	4043	Street Sweeper Decals	Paid by Check # 107990		10/15/2025	10/16/2025	10/16/2025		10/24/2025	3,860.61
10244 - Chaz Design	4044	Ditch Witch Decals	Paid by Check # 107990		10/15/2025	10/16/2025	10/16/2025		10/24/2025	589.09
10244 - Chaz Design	4045	Skidsteer Decals	Paid by Check # 107990		10/15/2025	10/16/2025	10/16/2025		10/24/2025	288.65
10825 - East Bay Tire Co.	2155677	FD Ferrara Fire Truck Unit 5472	Paid by Check # 107994		07/17/2025	10/10/2025	10/10/2025		10/24/2025	4,259.09
10428 - Monterey Tire Service	1-126510	unit 850 21 chevy tahoe c1500	Paid by Check # 108019		09/13/2025	10/10/2025	10/10/2025		10/24/2025	34.92
10428 - Monterey Tire Service	1-126920	Veh 520 08 Ford F350 Super Duty	Paid by Check # 108019		10/08/2025	10/20/2025	10/20/2025		10/24/2025	1,359.39
10403 - NAPA Auto Parts - former Monterey Auto Supply	159756	2000 Ford F450 Super Duty	Paid by Check # 108022		10/07/2025	10/20/2025	10/20/2025		10/24/2025	250.42
10403 - NAPA Auto Parts - former Monterey Auto Supply	161891	PD Durango	Paid by Check # 108022		10/17/2025	10/22/2025	10/22/2025		10/24/2025	56.24
12208 - RAYA AUTOMOTIVE	2425	2024 Ford F150 XLT	Paid by Check # 108031		10/16/2025	10/20/2025	10/20/2025		10/24/2025	83.98
12208 - RAYA AUTOMOTIVE	2424	2022 Dodge Durango Pursuit #825	Paid by Check # 108031		10/16/2025	10/20/2025	10/20/2025		10/24/2025	186.81
12208 - RAYA AUTOMOTIVE	2418	2025 Ford Police Interceptor Utility Base	Paid by Check # 108031		10/10/2025	10/20/2025	10/20/2025		10/24/2025	94.24
12208 - RAYA AUTOMOTIVE	2415	2025 Ford Police Interceptor Utility Base #827	Paid by Check # 108031		10/08/2025	10/20/2025	10/20/2025		10/24/2025	94.24
10528 - Salinas Valley Ford	127038	Ford F350 2009	Paid by Check # 108033		10/03/2025	10/20/2025	10/20/2025		10/24/2025	3,922.11



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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 310 - Public Works										
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10528 - Salinas Valley Ford	127093	95 Ford Def	Paid by Check # 108033		10/10/2025	10/20/2025	10/20/2025		10/24/2025	1,603.45
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	15		\$37,788.30
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	15		\$37,788.30
Division 313 - Vehicle Maint Totals							Invoice Transactions	15		\$37,788.30
Department 310 - Public Works Totals							Invoice Transactions	50		\$54,002.48
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.100 - Fee Agr Costs - Planning										
10171 - CSG Consultants	63126	Marina Station	Paid by EFT # 6823		10/08/2025	10/20/2025	10/20/2025		10/24/2025	4,482.00
10316 - Kimley-Horn & Associates, Inc.	097789125-0925	Marina Station COA	Paid by Check # 108005		09/30/2025	10/20/2025	10/20/2025		10/24/2025	5,630.50
10508 - Regional Government Services	18552R-OP	Planning Services April 2025	Paid by EFT # 6832		04/30/2025	05/22/2025	05/22/2025		10/24/2025	1,722.42
10508 - Regional Government Services	18726	Planning Services May 2025	Paid by EFT # 6832		05/31/2025	06/19/2025	05/31/2025		10/24/2025	164.04
10508 - Regional Government Services	18868	Planning Services June 2025	Paid by EFT # 6832		06/30/2025	07/21/2025	06/30/2025		10/24/2025	164.04
10508 - Regional Government Services	20113	Planning Services July 2025	Paid by EFT # 6832		07/31/2025	07/31/2025	07/31/2025		10/24/2025	191.00
10508 - Regional Government Services	20159	Planning Services August 2025	Paid by EFT # 6832		08/31/2025	08/31/2025	08/31/2025		10/24/2025	764.00
Account 6330.100 - Fee Agr Costs - Planning Totals							Invoice Transactions	7		\$13,118.00
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6125638189	Monthly Verizon Bill-308174766	Paid by EFT # 6836		10/10/2025	10/22/2025	10/22/2025		10/24/2025	89.83
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$89.83
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	8		\$13,207.83
Division 000 - Non-Div Totals							Invoice Transactions	8		\$13,207.83
Department 410 - Planning Totals							Invoice Transactions	8		\$13,207.83



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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 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check										
10171 - CSG Consultants	63128	Sea Haven Inpsections Phase 3B	Paid by EFT # 6823		10/08/2025	10/20/2025	10/20/2025		10/24/2025	2,907.00
10171 - CSG Consultants	63129	Sea Haven Inspections Phase 4	Paid by EFT # 6823		10/08/2025	10/20/2025	10/20/2025		10/24/2025	7,695.00
Account 6300.175 - Prof Svc Eng Svc- Rev Funded Plan Check Totals									Invoice Transactions 2	\$10,602.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	63110	City Engineer	Paid by EFT # 6823		10/08/2025	10/21/2025	10/21/2025		10/24/2025	34,974.00
10171 - CSG Consultants	63116	Interim City Engineer	Paid by EFT # 6823		10/08/2025	10/15/2025	10/15/2025		10/24/2025	7,250.00
10171 - CSG Consultants	63117	PWD Services	Paid by EFT # 6823		10/08/2025	10/15/2025	10/15/2025		10/24/2025	5,380.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals									Invoice Transactions 3	\$47,604.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment										
10171 - CSG Consultants	63111	Staff Augmentation	Paid by EFT # 6823		10/08/2025	10/15/2025	10/15/2025		10/24/2025	6,042.00
Account 6300.185 - Prof Svc Engineering Svs-Staff Augment Totals									Invoice Transactions 1	\$6,042.00
Account 6300.190 - Prof Svc Engineering Svc Interagency										
10171 - CSG Consultants	63112	RWQCB	Paid by EFT # 6823		10/08/2025	10/15/2025	10/15/2025		10/24/2025	684.00
10171 - CSG Consultants	63113	MCWD	Paid by EFT # 6823		10/08/2025	10/15/2025	10/15/2025		10/24/2025	228.00
10171 - CSG Consultants	63114	TAMC	Paid by EFT # 6823		10/08/2025	10/15/2025	10/15/2025		10/24/2025	2,394.00
10171 - CSG Consultants	63115	FORA	Paid by EFT # 6823		10/08/2025	10/15/2025	10/15/2025		10/24/2025	3,135.00
Account 6300.190 - Prof Svc Engineering Svc Interagency Totals									Invoice Transactions 4	\$6,441.00
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	63127	Marina Station Inspections Phase 1 and 2	Paid by EFT # 6823		10/08/2025	10/21/2025	10/21/2025		10/24/2025	18,593.00
10171 - CSG Consultants	63123	Dunes Phase 3 South	Paid by EFT # 6823		10/08/2025	10/21/2025	10/21/2025		10/24/2025	20,718.00
10171 - CSG Consultants	63118	Dunes Park	Paid by EFT # 6823		10/08/2025	10/15/2025	10/15/2025		10/24/2025	114.00
10171 - CSG Consultants	63119	Dunes Phase 2-East	Paid by EFT # 6823		10/08/2025	10/16/2025	10/16/2025		10/24/2025	684.00
10171 - CSG Consultants	63120	Dunes Phase 2 West	Paid by EFT # 6823		10/08/2025	10/16/2025	10/16/2025		10/24/2025	456.00



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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 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.200 - Fee Agr Costs - Engineering										
10171 - CSG Consultants	63121	Dunes Phase 2 West-Inspections	Paid by EFT # 6823		10/08/2025	10/16/2025	10/16/2025		10/24/2025	5,301.00
10171 - CSG Consultants	63122	Dunes Phase 3 North	Paid by EFT # 6823		10/08/2025	10/16/2025	10/16/2025		10/24/2025	1,446.00
10171 - CSG Consultants	63124	Inspections-Dunes Phase 3 North Improvements	Paid by EFT # 6823		10/08/2025	10/20/2025	10/20/2025		10/24/2025	6,840.00
10171 - CSG Consultants	63125	Inspections Gas Station 3001 2nd Ave	Paid by EFT # 6823		10/08/2025	10/20/2025	10/20/2025		10/24/2025	1,368.00
10189 - Denise Duffy & Associates	10168	Hilltop Park Work order 2024-56	Paid by Check # 107993		10/16/2025	10/20/2025	10/20/2025		10/24/2025	3,985.80
10316 - Kimley-Horn & Associates, Inc.	33624122	Marina Dev Review	Paid by Check # 108005		09/30/2025	10/10/2025	10/10/2025		10/24/2025	1,374.45
Account 6330.200 - Fee Agr Costs - Engineering Totals									Invoice Transactions 11	\$60,880.25
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	436524619001	Annex	Paid by Check # 108025		09/30/2025	10/14/2025	10/14/2025		10/24/2025	54.90
10734 - Office Depot-Public Works Dept.	440015821001	Annex paper	Paid by Check # 108025		09/29/2025	10/14/2025	10/14/2025		10/24/2025	223.54
10734 - Office Depot-Public Works Dept.	440168505001	Annex	Paid by Check # 108025		09/29/2025	10/14/2025	10/14/2025		10/24/2025	7.19
10734 - Office Depot-Public Works Dept.	440168691001	Corp Yard	Paid by Check # 108025		09/29/2025	10/14/2025	10/14/2025		10/24/2025	85.41
10734 - Office Depot-Public Works Dept.	440168692001	Annex/Corp Yard	Paid by Check # 108025		09/29/2025	10/14/2025	10/14/2025		10/24/2025	78.59
10734 - Office Depot-Public Works Dept.	440168694001	Corp Yard/Annex	Paid by Check # 108025		10/01/2025	10/14/2025	10/14/2025		10/24/2025	85.85
10734 - Office Depot-Public Works Dept.	440168695001	Annex	Paid by Check # 108025		09/30/2025	10/14/2025	10/14/2025		10/24/2025	11.57
10734 - Office Depot-Public Works Dept.	441463942001	Annex	Paid by Check # 108025		09/30/2025	10/15/2025	10/15/2025		10/24/2025	19.22
10734 - Office Depot-Public Works Dept.	443196422001	Annex	Paid by Check # 108025		10/02/2025	10/15/2025	10/15/2025		10/24/2025	58.77
10734 - Office Depot-Public Works Dept.	443196603001	Annex	Paid by Check # 108025		10/02/2025	10/15/2025	10/15/2025		10/24/2025	32.33
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 10	\$657.37
Account 6500.700 - Training & Travel Training & Travel										
11955 - Walter Giracca - Employee	09-24-25	Meal Reimbursement	Paid by Check # 108043		09/24/2025	10/20/2025	10/20/2025		10/24/2025	99.00
Account 6500.700 - Training & Travel Training & Travel Totals									Invoice Transactions 1	\$99.00
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 32	\$132,325.62



Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 420 - Engineering										
Division 000 - Non-Div Totals								Invoice Transactions	32	\$132,325.62
Department 420 - Engineering Totals								Invoice Transactions	32	\$132,325.62
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	63130	Sea Haven Phase 4 Map/Plan Review	Paid by EFT # 6823		10/08/2025	10/20/2025	10/20/2025		10/24/2025	228.00
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals								Invoice Transactions	1	\$228.00
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	1	\$228.00
Division 000 - Non-Div Totals								Invoice Transactions	1	\$228.00
Department 430 - Building Inspection Totals								Invoice Transactions	1	\$228.00
Fund 100 - General Fund Totals								Invoice Transactions	174	\$252,950.31



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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 110 - Vehicle and Equipment										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.450 - Other Charges Leases & Rents										
11491 - Enterprise FM Trust - Fleet Lease payments only	FBN5456172	Lease Payment October 2025	Paid by EFT # 6824		10/03/2025	10/06/2025	10/06/2025		10/24/2025	33,483.14
Account 6600.450 - Other Charges Leases & Rents Totals							Invoice Transactions	1		\$33,483.14
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$33,483.14
Division 000 - Non-Div Totals							Invoice Transactions	1		\$33,483.14
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$33,483.14
Fund 110 - Vehicle and Equipment Totals							Invoice Transactions	1		\$33,483.14



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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 130 - Library Maintenance										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.060 - Maint & Repairs Bdg Library										
10147 - Coast Counties Glass, Inc	M13965	Library	Paid by Check # 107991		10/16/2025	10/16/2025	10/16/2025		10/24/2025	654.00
Account 6360.060 - Maint & Repairs Bdg Library Totals							Invoice Transactions 1			<u>\$654.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			<u>\$654.00</u>
Division 000 - Non-Div Totals							Invoice Transactions 1			<u>\$654.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions 1			<u>\$654.00</u>
Fund 130 - Library Maintenance Totals							Invoice Transactions 1			<u>\$654.00</u>



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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 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	Oct 2025 657-7	2501M Imjin Pkwy 4305819657-7	Paid by Check # 108027		10/09/2025	10/20/2025	10/20/2025		10/24/2025	14.78
10463 - Pacific Gas & Electric	Oct 2025 458-2	2702M Imjin Pkwy 7115239458-2	Paid by Check # 108027		10/09/2025	10/20/2025	10/20/2025		10/24/2025	9.31
10463 - Pacific Gas & Electric	Oct 2025 494-7	3001M Imjin Pkwy 6071672494-7	Paid by Check # 108027		10/09/2025	10/20/2025	10/20/2025		10/24/2025	11.79
10463 - Pacific Gas & Electric	Oct 2025 484-0	2601 Imjin Pkwy M 4546673484-0	Paid by Check # 108027		10/09/2025	10/20/2025	10/20/2025		10/24/2025	7.39
10463 - Pacific Gas & Electric	Oct 2025 533-8	Lake Dr @ reservation Rd 2253666533-8	Paid by Check # 108027		10/16/2025	10/20/2025	10/20/2025		10/24/2025	213.70
10463 - Pacific Gas & Electric	Oct 2025 851-0	PG&E - 3440977851-0	Paid by Check # 108027		10/14/2025	10/22/2025	10/22/2025		10/24/2025	221.38
10463 - Pacific Gas & Electric	Oct 2025 535-3	PG&E - 6161832535-3	Paid by Check # 108027		10/12/2025	10/22/2025	10/22/2025		10/24/2025	308.83
10463 - Pacific Gas & Electric	Oct 2025 827-8	PG&E - 0423929827-8	Paid by Check # 108027		10/12/2025	10/22/2025	10/22/2025		10/24/2025	177.11
10463 - Pacific Gas & Electric	Oct 2025 683-2	PG&E 6217294683-2	Paid by Check # 108027		10/16/2025	10/22/2025	10/22/2025		10/24/2025	1,056.35
10463 - Pacific Gas & Electric	Oct 2025 362-9	PG&E - 5996678362-9	Paid by Check # 108027		10/17/2025	10/22/2025	10/22/2025		10/24/2025	174.93
Account 6380.300 - Utilities Gas & Electric Totals Invoice Transactions 10										\$2,195.57
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2025 56-008	Reservation & Del Monte	Paid by Check # 108010		10/06/2025	10/16/2025	10/16/2025		10/24/2025	50.75
10349 - Marina Coast Water District	Oct 2025 56-030	Crescent Ave/Reser Rd/Ramada Inn	Paid by Check # 108010		10/06/2025	10/16/2025	10/16/2025		10/24/2025	78.07
10349 - Marina Coast Water District	Oct 2025 56-032	Crescent Ave/Costa Del Mar East side	Paid by Check # 108010		10/06/2025	10/16/2025	10/16/2025		10/24/2025	146.41
10349 - Marina Coast Water District	Oct 2025 56-084	Crescent/Shuler/Irrigation	Paid by Check # 108010		10/06/2025	10/16/2025	10/16/2025		10/24/2025	50.75
10349 - Marina Coast Water District	Oct 2025 56-085	Crescent/Whitney Irrigation	Paid by Check # 108010		10/06/2025	10/16/2025	10/16/2025		10/24/2025	50.75
10349 - Marina Coast Water District	Oct 2025 56-087	Crescent Ave/Costa Del Mar Irrigation	Paid by Check # 108010		10/06/2025	10/20/2025	10/20/2025		10/24/2025	50.75
10349 - Marina Coast Water District	Oct 2025 56-016	Resev Rd & Seacrest Ave - Next to Fire Hyd	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	78.07
10349 - Marina Coast Water District	Oct 2025 56-017	208 Palm Ave, Unit A	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	84.45
10349 - Marina Coast Water District	Oct 2025 56-021	Reservation Rd/by 290-308 Reservation	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	78.07



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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 220 - Gas Tax										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2025 56-022	Reser/Marina Auto Stereo Irrigation	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	78.07
10349 - Marina Coast Water District	Oct 2025 56-024	Del Monte/Palm	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	228.41
10349 - Marina Coast Water District	Oct 2025 56-027	Calif Ave at Reindollar	Paid by Check # 108010		10/13/2025	10/20/2025	10/20/2025		10/24/2025	78.07
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions	12		\$1,052.62
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	4422701	Sweepings	Paid by Check # 108018		10/13/2025	10/10/2025	10/10/2025		10/24/2025	429.30
10427 - Monterey Regional Waste Management District	4424803	Perc Ponds	Paid by Check # 108018		10/16/2025	10/16/2025	10/16/2025		10/24/2025	29.89
10427 - Monterey Regional Waste Management District	4427118	Sweepings	Paid by Check # 108018		10/20/2025	10/20/2025	10/20/2025		10/24/2025	468.18
Account 6400.155 - Material & Suppl Dump Fees Totals							Invoice Transactions	3		\$927.37
Account 6400.740 - Material & Suppl Special Dept Suppl										
12248 - Blue Triton Brands Inc	05J8720337299	209 Cypress Ave	Paid by Check # 107984		09/15/2025	10/16/2025	10/16/2025		10/24/2025	125.90
Account 6400.740 - Material & Suppl Special Dept Suppl Totals							Invoice Transactions	1		\$125.90
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	26		\$4,301.46
Division 000 - Non-Div Totals							Invoice Transactions	26		\$4,301.46
Department 000 - Non-Dept Totals							Invoice Transactions	26		\$4,301.46
Fund 220 - Gas Tax Totals							Invoice Transactions	26		\$4,301.46



Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 223 - FORA Dissolution										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
11884 - National Construction Rentals, Inc.	7985890	Temporary Panels 2nd Ave and 8th St	Paid by Check # 108023		10/08/2025	10/20/2025	10/20/2025		10/24/2025	363.12
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$363.12
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$363.12
Division 000 - Non-Div Totals							Invoice Transactions	1		\$363.12
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$363.12
Department 223 - Habitat Management										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6375.015 - JCFA Habitat Mgt Planning & Design										
10189 - Denise Duffy & Associates	10165	CDFW HREA Permitting RAMCO Restoration Plan	Paid by Check # 107993		09/01/2025	10/20/2025	10/20/2025		10/24/2025	1,831.00
Account 6375.015 - JCFA Habitat Mgt Planning & Design Totals							Invoice Transactions	1		\$1,831.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$1,831.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$1,831.00
Department 223 - Habitat Management Totals							Invoice Transactions	1		\$1,831.00
Fund 223 - FORA Dissolution Totals							Invoice Transactions	2		\$2,194.12



Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 235 - Cypress Cove II AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection										
10171 - CSG Consultants	63107	Cypress Cove II	Paid by EFT # 6823		10/08/2025	10/15/2025	10/15/2025		10/24/2025	456.00
Account 6300.180 - Prof Svc Eng Svc- Rev Funded Inspection Totals							Invoice Transactions	1		<u>\$456.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$456.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$456.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$456.00</u>
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		<u>\$456.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure X										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10171 - CSG Consultants	63108	Annual Street Resurfacing	Paid by EFT # 6823		10/08/2025	10/21/2025	10/21/2025		10/24/2025	25,935.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		\$25,935.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$25,935.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$25,935.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$25,935.00
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	1		\$25,935.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

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										
12199 - BEK COLLECTIVE INC / BEK COLLECTIVE	030-008-003	Imjin Parkway Artwork	Paid by Check # 107983		10/13/2025	10/20/2025	10/20/2025		10/24/2025	15,473.75
10171 - CSG Consultants	63131	glorya Jean Tate Park Project	Paid by EFT # 6823		10/08/2025	10/21/2025	10/21/2025		10/24/2025	18,360.00
10268 - Harris & Associates, Inc.	69618	Imjin Parkway Improvement Plan	Paid by EFT # 6827		10/14/2025	10/20/2025	10/20/2025		10/24/2025	104,569.71
10268 - Harris & Associates, Inc.	68641	Imjin Parkway Improvement Plan	Paid by EFT # 6827		08/05/2025	10/21/2025	10/21/2025		10/24/2025	80,049.76
10316 - Kimley-Horn & Associates, Inc.	33491682	Imjin Pkwy PS&E	Paid by Check # 108005		09/30/2025	10/14/2025	10/14/2025		10/24/2025	32,948.75
10316 - Kimley-Horn & Associates, Inc.	33422832	Dunes & 2nd	Paid by Check # 108005		09/30/2025	10/14/2025	10/14/2025		10/24/2025	25,724.27
12217 - LEATHERS & ASSOCIATES INC	12416	Phase 2 of Design	Paid by Check # 108009		10/16/2025	10/20/2025	10/20/2025		10/24/2025	12,289.40
10425 - Monterey Peninsula Engineering	25-09-19	Glorya Jean Tate Park Improvements Phase 2	Paid by Check # 108017		10/15/2025	10/16/2025	10/16/2025		10/24/2025	563,334.93
10425 - Monterey Peninsula Engineering	25-07-27	Imjin Parkway Improvement Plan	Paid by Check # 108017		10/20/2025	10/21/2025	10/21/2025		10/24/2025	632,586.93
12199 - BEK COLLECTIVE INC / BEK COLLECTIVE	030-007-002	Beach/Del Monte Roundabout	Paid by Check # 107983		10/13/2025	10/20/2025	10/20/2025		10/24/2025	1,268.75
12171 - Butano Geotechnical Engineering, Inc	9056	Glorya Jean Tate Park Phase 2	Paid by Check # 107985		10/15/2025	10/15/2025	10/15/2025		10/24/2025	1,807.60
10171 - CSG Consultants	63109	Imjin Widening	Paid by EFT # 6823		10/08/2025	10/15/2025	10/15/2025		10/24/2025	5,130.00
10316 - Kimley-Horn & Associates, Inc.	33422829	2nd Ave Alignment Study	Paid by Check # 108005		09/30/2025	10/14/2025	10/14/2025		10/24/2025	7,929.00
11266 - Verde Design, Inc.	29-2207300	Glorya Jean Tate Park	Paid by Check # 108039		10/08/2025	10/20/2025	10/20/2025		10/24/2025	460.02
12266 - Yamabe & Horn Engineering, Inc.	54360	Windy Hill Park Improvements	Paid by Check # 108045		10/15/2025	10/20/2025	10/20/2025		10/24/2025	2,140.00
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 15	\$1,504,072.87
Account 6700.105 - Capital Outlay Construction										
11199 - WALD, RUHNKE & DOST ARCHITECTS, LLP	2507503	Marina Fire Station #2 Addition 3260 Imjin Rd	Paid by Check # 108042		09/30/2025	10/20/2025	10/20/2025		10/24/2025	15,338.06
Account 6700.105 - Capital Outlay Construction Totals									Invoice Transactions 1	\$15,338.06
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 16	\$1,519,410.93
Division 000 - Non-Div Totals									Invoice Transactions 16	\$1,519,410.93
Department 000 - Non-Dept Totals									Invoice Transactions 16	\$1,519,410.93
Fund 462 - City Capital Projects Totals									Invoice Transactions 16	\$1,519,410.93



Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

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 6360.450 - Maint & Repairs Maint & Repairs										
10728 - Ace Hardware-Public Works	092579	Photo cell Battery for Airport Maintenance	Paid by Check # 107976		10/07/2025	10/31/2025	10/08/2025		10/24/2025	9.82
10728 - Ace Hardware-Public Works	092606	Airport Maintenance Supplies	Paid by Check # 107976		10/10/2025	10/31/2025	10/16/2025		10/24/2025	100.24
Account 6360.450 - Maint & Repairs Maint & Repairs Totals									Invoice Transactions 2	\$110.06
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6125638189	Monthly Verizon Bill-308174766	Paid by EFT # 6836		10/10/2025	10/22/2025	10/22/2025		10/24/2025	89.83
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$89.83
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000024126679	Fire Alarms Hangar 524 & 533 (9391023443)	Paid by Check # 107982		09/28/2025	10/02/2025	09/30/2025		10/24/2025	61.27
10758 - AT & T CALNET3	000024126685	AWOS-Auto Weather Service (9391023449)	Paid by Check # 107982		09/28/2025	10/02/2025	09/30/2025		10/24/2025	33.38
Account 6380.150 - Utilities Comm Phone System Totals									Invoice Transactions 2	\$94.65
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2025 683-2	PG&E 6217294683-2	Paid by Check # 108027		10/16/2025	10/22/2025	10/22/2025		10/24/2025	379.94
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	\$379.94
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	Sept 2025 0143	3230 Imjin Rd (13-000143)	Paid by Check # 108016		09/30/2025	10/24/2025	09/30/2025		10/24/2025	41.10
10432 - Monterey One Water - former MRWPCA	Sept 2025 0142	3261 Imjin Rd (13-000142)	Paid by Check # 108016		09/30/2025	10/24/2025	09/30/2025		10/24/2025	68.20
10432 - Monterey One Water - former MRWPCA	Sept 2025 0152	741 Neeson Rd (13-000152)	Paid by Check # 108016		09/30/2025	10/24/2025	09/30/2025		10/24/2025	41.10
10432 - Monterey One Water - former MRWPCA	Sept 2025 0144	3200 Imjin Rd (13-000144)	Paid by Check # 108016		09/30/2025	10/24/2025	09/30/2025		10/24/2025	41.10
10432 - Monterey One Water - former MRWPCA	Sept 2025 0145	3260 Imjin Rd (13-000145)	Paid by Check # 108016		09/30/2025	10/24/2025	09/30/2025		10/24/2025	68.20
10432 - Monterey One Water - former MRWPCA	Sept 2025 0158	711 Neeson Rd (13-000158)	Paid by Check # 108016		09/30/2025	10/24/2025	10/16/2025		10/24/2025	68.20
10432 - Monterey One Water - former MRWPCA	Sept 2025 0157	721 Neeson Rd (13-000157)	Paid by Check # 108016		09/30/2025	10/24/2025	10/16/2025		10/24/2025	272.80
10432 - Monterey One Water - former MRWPCA	Sept 2025 0153	771 Neeson Rd (13-000153)	Paid by Check # 108016		10/03/2025	10/24/2025	10/16/2025		10/24/2025	4,140.00
10432 - Monterey One Water - former MRWPCA	Sept 2025 0149	791 Neeson Rd (13-000149)	Paid by Check # 108016		09/30/2025	10/24/2025	10/16/2025		10/24/2025	41.10



Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

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										
10432 - Monterey One Water - former MRWPCA	Sept 2025 0148	781 Neeson Rd (13-000148)	Paid by Check # 108016		09/30/2025	10/16/2025	10/16/2025		10/24/2025	68.20
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		10	\$4,850.00
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./(f/k/a ARAMARK UNIFORM & C	5110777504	Airport Uniform and Supplies	Paid by Check # 108040		10/03/2025	11/02/2025	10/06/2025		10/24/2025	28.77
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions		1	\$28.77
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		17	\$5,553.25
Division 000 - Non-Div Totals							Invoice Transactions		17	\$5,553.25
Department 000 - Non-Dept Totals							Invoice Transactions		17	\$5,553.25
Fund 555 - Marina Airport Totals							Invoice Transactions		17	\$5,553.25
Grand Totals							Invoice Transactions		239	\$1,844,938.21



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

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 6300.305 - Prof Svc HR - Citywide Recruit/Background										
10074 - Bob Murray & Associates	11295	Bob Murry & Associates (ACM Recruitment)	Paid by Check # 108052		10/15/2025	10/21/2025	10/21/2025		10/31/2025	2,320.00
Account 6300.305 - Prof Svc HR - Citywide Recruit/Background Totals								Invoice Transactions	1	\$2,320.00
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation										
12265 - Atkinson, Andelson, Loya, Ruud & Romo	764699	AALRR Professional Corp.	Paid by Check # 108050		09/30/2025	10/21/2025	10/21/2025		10/31/2025	19,217.65
Account 6300.310 - Prof Svc HR - Labor Relation& Negotiation Totals								Invoice Transactions	1	\$19,217.65
Account 6300.465 - Prof Svc Legal - Special Counsel										
11505 - Shartsis Friese LLP	5515696	Professional Services - MPWSP - September 2025	Paid by Check # 108074		10/24/2025	10/24/2025	10/24/2025		10/31/2025	155,435.43
Account 6300.465 - Prof Svc Legal - Special Counsel Totals								Invoice Transactions	1	\$155,435.43
Account 6300.570 - Prof Svc Other										
12265 - Atkinson, Andelson, Loya, Ruud & Romo	764699	AALRR Professional Corp.	Paid by Check # 108050		09/30/2025	10/21/2025	10/21/2025		10/31/2025	9,610.13
12329 - Linda L Daube, A Prof Corp/Law Office of Linda L D	3282	Law Offices of Linda L. Daube	Paid by Check # 108065		10/06/2025	10/09/2025	10/09/2025		10/31/2025	20,333.00
11618 - Tripepi, Smith & Associates, Inc.	15650	PR Support - September 2025	Paid by Check # 108077		09/30/2025	10/29/2025	10/29/2025		10/31/2025	10,736.83
11618 - Tripepi, Smith & Associates, Inc.	15812	General Account Support - 50th Anniiv. Media Updates Sep. 2025	Paid by Check # 108077		09/30/2025	10/29/2025	10/29/2025		10/31/2025	75.00
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	4	\$40,754.96
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	7	\$217,728.04
Division 000 - Non-Div Totals								Invoice Transactions	7	\$217,728.04
Department 120 - City Mgr/HR/Risk Totals								Invoice Transactions	7	\$217,728.04
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18908	FY24-25 prof audit srvc City/Abrams/Preston/M X/FORA/GANN/Casino	Paid by Check # 108053		10/22/2025	10/27/2025	10/27/2025		10/31/2025	8,500.00
Account 6300.215 - Prof Svc Fin - Audit Totals								Invoice Transactions	1	\$8,500.00
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	1	\$8,500.00
Division 000 - Non-Div Totals								Invoice Transactions	1	\$8,500.00
Department 130 - Finance Totals								Invoice Transactions	1	\$8,500.00



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Payment Date Range 10/31/25 - 10/31/25

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 6300.217 - Prof Svc Fin - Business Lic Services										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN055468	Sept 2025 BL Admin Fee	Paid by EFT # 6849		09/30/2025	10/27/2025	10/27/2025		10/31/2025	4,004.47
Account 6300.217 - Prof Svc Fin - Business Lic Services Totals										Invoice Transactions 1
										\$4,004.47
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit										
11476 - Chavan & Associates LLP	C&A-18908	FY24-25 prof audit svcs	Paid by Check # 108053		10/22/2025	10/27/2025	10/27/2025		10/31/2025	1,500.00
		City/Abrams/Preston/M								
		X/FORA/GANN/Casino								
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN054080	Sales Tax and Audit Srvs July-September 2025	Paid by EFT # 6849		09/30/2025	10/27/2025	10/27/2025		10/31/2025	1,465.57
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit Totals										Invoice Transactions 2
										\$2,965.57
Account 6300.570 - Prof Svc Other										
11710 - HdL Coren & Cone	SIN055873	Contract Services Property Tax 10/25-12/25	Paid by EFT # 6848		10/29/2025	10/30/2025	10/30/2025		10/31/2025	2,273.13
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN055469	Sept 2025 - HDL TOT	Paid by EFT # 6849		09/30/2025	10/27/2025	10/27/2025		10/31/2025	2,536.73
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 2
										\$4,809.86
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4247711254	Mat Service City Hall	Paid by Check # 108054		10/24/2025	10/27/2025	10/27/2025		10/31/2025	73.18
Account 6360.570 - Maint & Repairs Other Svc Agr Totals										Invoice Transactions 1
										\$73.18
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2025 795-7	PG&E - 4467294795-7	Paid by Check # 108071		10/20/2025	10/27/2025	10/27/2025		10/31/2025	615.66
Account 6380.300 - Utilities Gas & Electric Totals										Invoice Transactions 1
										\$615.66
Account 6600.740 - Other Charges Special Event										
12330 - Hossameldin Hassan	10-18-25	Volunteer Meal Voucher Payment	Paid by Check # 108063		10/18/2025	10/24/2025	10/24/2025		10/31/2025	60.00
12326 - Michael Steelman	1160	50th Anniversary Event	Paid by Check # 108067		09/30/2025	10/01/2025	10/01/2025		10/31/2025	2,182.82
10420 - MILESTONE COMMUNICATIONS INC/MONTEREY COUNTY WEEKL	#10/16/25CCM	advertising fees	Paid by Check # 108068		10/16/2025	10/24/2025	10/24/2025		10/31/2025	275.00
11827 - Pacific Ag Rentals LLC / Star Sanitation LLC	157498	50th Anniversary Event	Paid by EFT # 6853		09/26/2025	10/23/2025	10/23/2025		10/31/2025	2,052.03
Account 6600.740 - Other Charges Special Event Totals										Invoice Transactions 4
										\$4,569.85
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 11
										\$17,038.59
Division 000 - Non-Div Totals										Invoice Transactions 11
										\$17,038.59
Department 190 - Citywide Non-Dept Totals										Invoice Transactions 11
										\$17,038.59



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

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 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	229008	Janitorial Service Police/Fire/Airport October 2025	Paid by EFT # 6847		10/27/2025	10/27/2025	10/27/2025		10/31/2025	1,308.00
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$1,308.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$1,308.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$1,308.00
Department 210 - Police Totals							Invoice Transactions	1		\$1,308.00
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	229008	Janitorial Service Police/Fire/Airport October 2025	Paid by EFT # 6847		10/27/2025	10/27/2025	10/27/2025		10/31/2025	517.00
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$517.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4247711236	Shop Towel - Microfiber Towel	Paid by Check # 108054		10/24/2025	10/27/2025	10/27/2025		10/31/2025	163.07
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	1		\$163.07
Account 6400.800 - Material & Suppl Uniform										
10323 - L.N. Curtis & Sons	INV1002369	Chief Shirt and Embroidery for Sweeney	Paid by EFT # 6850		10/22/2025	10/23/2025	10/23/2025		10/31/2025	318.24
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions	1		\$318.24
Account 6600.340 - Other Charges Insur - Liability										
10027 - Alliant Insurance Services - CSRMA	3274316	Drone Coverage	Paid by EFT # 6846		10/09/2025	10/14/2025	10/14/2025		10/31/2025	4,585.00
Account 6600.340 - Other Charges Insur - Liability Totals							Invoice Transactions	1		\$4,585.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$5,583.31
Division 000 - Non-Div Totals							Invoice Transactions	4		\$5,583.31
Department 250 - Fire Totals							Invoice Transactions	4		\$5,583.31
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10187 - Della Mora Heating, Inc.	16718	209 Cypress Ave	Paid by Check # 108057		10/20/2025	10/21/2025	10/21/2025		10/31/2025	615.39



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

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										
10275 - Home Depot Credit Service	Oct 2025 9813	PW Home Depot 6035322503959813	Paid by Check # 108061		10/13/2025	10/21/2025	10/21/2025		10/31/2025	643.46
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals							Invoice Transactions	2		\$1,258.85
Account 6360.075 - Maint & Repairs Bdg Teen Center										
10275 - Home Depot Credit Service	Oct 2025 9813	PW Home Depot 6035322503959813	Paid by Check # 108061		10/13/2025	10/21/2025	10/21/2025		10/31/2025	253.46
Account 6360.075 - Maint & Repairs Bdg Teen Center Totals							Invoice Transactions	1		\$253.46
Account 6400.630 - Material & Suppl Portable Toilet										
10588 - United Site Services of California, Inc.	INV-5680206	2660 5th Ave	Paid by Check # 108078		10/21/2025	10/21/2025	10/21/2025		10/31/2025	666.80
Account 6400.630 - Material & Suppl Portable Toilet Totals							Invoice Transactions	1		\$666.80
Account 6400.742 - Material & Suppl Sprinklers/Plants/Fertilizer										
10275 - Home Depot Credit Service	Oct 2025 9813	PW Home Depot 6035322503959813	Paid by Check # 108061		10/13/2025	10/21/2025	10/21/2025		10/31/2025	262.07
Account 6400.742 - Material & Suppl Sprinklers/Plants/Fertilizer Totals							Invoice Transactions	1		\$262.07
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	5		\$2,441.18
Division 311 - Buildings & Grounds Totals							Invoice Transactions	5		\$2,441.18
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
12181 - Sound Billing, LLC / MyFleetCenter	7006616	2022 Ford F150 Veh 555 PW	Paid by Check # 108075		10/20/2025	10/21/2025	10/21/2025		10/31/2025	262.32
Account 6360.850 - Maint & Repairs Vehicle Totals							Invoice Transactions	1		\$262.32
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$262.32
Division 313 - Vehicle Maint Totals							Invoice Transactions	1		\$262.32
Department 310 - Public Works Totals							Invoice Transactions	6		\$2,703.50
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.352 - Material & Suppl IT - Software (non-capitalize)										
10046 - ARC (Former San Jose Blue)	12944426	Plotter Lease October 2025/Cdd	Paid by Check # 108048		10/16/2025	10/21/2025	10/21/2025		10/31/2025	350.32
Account 6400.352 - Material & Suppl IT - Software (non-capitalize) Totals							Invoice Transactions	1		\$350.32
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$350.32
Division 000 - Non-Div Totals							Invoice Transactions	1		\$350.32
Department 410 - Planning Totals							Invoice Transactions	1		\$350.32



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 100 - General Fund										
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10734 - Office Depot-Public Works Dept.	440599533001	Annex	Paid by Check # 108070		10/07/2025	10/21/2025	10/21/2025		10/31/2025	43.10
10734 - Office Depot-Public Works Dept.	442822945001	Annex	Paid by Check # 108070		10/10/2025	10/21/2025	10/21/2025		10/31/2025	90.33
10734 - Office Depot-Public Works Dept.	443243632001	Annex	Paid by Check # 108070		10/07/2025	10/21/2025	10/21/2025		10/31/2025	79.73
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	3		\$213.16
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$213.16
Division 000 - Non-Div Totals							Invoice Transactions	3		\$213.16
Department 420 - Engineering Totals							Invoice Transactions	3		\$213.16
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.565 - Material & Suppl Office Supplies										
10684 - Paolini, Daniel	10-16-2025	ICC CBO Membership Renewal	Paid by Check # 108072		10/16/2025	10/30/2025	10/16/2025		10/31/2025	180.00
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions	1		\$180.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$180.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$180.00
Department 430 - Building Inspection Totals							Invoice Transactions	1		\$180.00
Department 510 - Recreation & Culture										
Division 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6360.360 - Maint & Repairs Janitorial										
10153 - Comcast	Oct 2025 6172	8155 10 029 0106172	Paid by Check # 108055		10/14/2025	10/24/2025	10/24/2025		10/31/2025	172.69
Account 6360.360 - Maint & Repairs Janitorial Totals							Invoice Transactions	1		\$172.69
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6126246425	542484588-00001	Paid by EFT # 6854		10/17/2025	10/24/2025	10/24/2025		10/31/2025	207.80
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$207.80
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	Oct 2025 520 5	AT&T 831-582-9957 520 5	Paid by Check # 108049		10/13/2025	10/27/2025	10/27/2025		10/31/2025	697.77
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions	1		\$697.77
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	3		\$1,078.26
Division 100 - Admin Totals							Invoice Transactions	3		\$1,078.26



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

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 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6126246425	542484588-00001	Paid by EFT # 6854		10/17/2025	10/24/2025	10/24/2025		10/31/2025	64.05
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$64.05
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$64.05
Division 511 - Youth Totals							Invoice Transactions	1		\$64.05
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6126246425	542484588-00001	Paid by EFT # 6854		10/17/2025	10/24/2025	10/24/2025		10/31/2025	51.95
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$51.95
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$51.95
Division 512 - Teen Totals							Invoice Transactions	1		\$51.95
Division 514 - Sports										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6126246425	542484588-00001	Paid by EFT # 6854		10/17/2025	10/24/2025	10/24/2025		10/31/2025	51.95
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$51.95
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$51.95
Division 514 - Sports Totals							Invoice Transactions	1		\$51.95
Department 510 - Recreation & Culture Totals							Invoice Transactions	6		\$1,246.21
Fund 100 - General Fund Totals							Invoice Transactions	41		\$254,851.13



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

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 6360.780 - Maint & Repairs Traffic Signals										
10159 - Consolidated Electrical Distributors, Inc	4914-1065963	Fuse Holders	Paid by Check # 108056		10/21/2025	10/21/2025	10/21/2025		10/31/2025	1,614.64
Account 6360.780 - Maint & Repairs Traffic Signals Totals							Invoice Transactions 1			\$1,614.64
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2025 483-6	PG&E - 3982644483-6	Paid by Check # 108071		10/21/2025	10/28/2025	10/28/2025		10/31/2025	17,306.84
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions 1			\$17,306.84
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Oct 2025 56-086	Crescent Ave/Sirena Del Mar Irrigation	Paid by Check # 108066		10/06/2025	10/21/2025	10/21/2025		10/31/2025	50.75
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 1			\$50.75
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 3			\$18,972.23
Division 000 - Non-Div Totals							Invoice Transactions 3			\$18,972.23
Department 000 - Non-Dept Totals							Invoice Transactions 3			\$18,972.23
Fund 220 - Gas Tax Totals							Invoice Transactions 3			\$18,972.23



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 222 - Measure X Trans Sfty/Investment										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18908	FY24-25 prof audit srvcs City/Abrams/Preston/M X/FORA/GANN/Casino	Paid by Check # 108053		10/22/2025	10/27/2025	10/27/2025		10/31/2025	1,000.00
Account 6300.215 - Prof Svc Fin - Audit Totals							Invoice Transactions	1		<u>\$1,000.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$1,000.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$1,000.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$1,000.00</u>
Fund 222 - Measure X Trans Sfty/Investment Totals							Invoice Transactions	1		<u>\$1,000.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 223 - FORA Dissolution										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18908	FY24-25 prof audit srvcs City/Abrams/Preston/M X/FORA/GANN/Casino	Paid by Check # 108053		10/22/2025	10/27/2025	10/27/2025		10/31/2025	1,250.00
Account 6300.215 - Prof Svc Fin - Audit Totals							Invoice Transactions	1		\$1,250.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$1,250.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$1,250.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$1,250.00
Fund 223 - FORA Dissolution Totals							Invoice Transactions	1		\$1,250.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 422 - Capital Projects - Measure X										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10189 - Denise Duffy & Associates	10182	Arborist Report, Pavement Management	Paid by Check # 108058		10/21/2025	10/21/2025	10/21/2025		10/31/2025	2,351.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1			\$2,351.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			\$2,351.00
Division 000 - Non-Div Totals							Invoice Transactions 1			\$2,351.00
Department 000 - Non-Dept Totals							Invoice Transactions 1			\$2,351.00
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions 1			\$2,351.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

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										
11084 - EMC Planning Group	24-074-7	24-074 Fort Ord Dunes State Park Improvements - June 2025	Paid by Check # 108059		06/30/2025	10/22/2025	10/22/2025		10/31/2025	9,061.36
11084 - EMC Planning Group	24-074-8	24-074 Fort Ord Dunes State Park Improvements - June 2025	Paid by Check # 108059		07/31/2025	10/22/2025	10/22/2025		10/31/2025	21,973.40
11084 - EMC Planning Group	24-074-9	24-074 Fort Ord Dunes State Park Improvements - June 2025	Paid by Check # 108059		08/31/2025	10/22/2025	10/22/2025		10/31/2025	15,550.80
11084 - EMC Planning Group	24-074-10	24-074 Fort Ord Dunes State Park Improvements - June 2025	Paid by Check # 108059		09/30/2025	10/22/2025	10/22/2025		10/31/2025	28,029.21
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	4		\$74,614.77
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	4		\$74,614.77
Division 000 - Non-Div Totals							Invoice Transactions	4		\$74,614.77
Department 000 - Non-Dept Totals							Invoice Transactions	4		\$74,614.77
Fund 462 - City Capital Projects Totals							Invoice Transactions	4		\$74,614.77



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 555 - Marina Airport										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.030 - Prof Svc Airport Specific Plan										
10316 - Kimley-Horn & Associates, Inc.	33446789	OAR Econ Impact Study-Sept Services	Paid by Check # 108064		09/30/2025	10/30/2025	10/20/2025		10/31/2025	1,656.00
Account 6300.030 - Prof Svc Airport Specific Plan Totals									Invoice Transactions 1	\$1,656.00
Account 6360.360 - Maint & Repairs Janitorial										
10080 - Branch's Janitorial	229008	Janitorial Service Police/Fire/Airport October 2025	Paid by EFT # 6847		10/27/2025	10/27/2025	10/27/2025		10/31/2025	410.00
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$410.00
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110781376	Dave's Uniform and First Aid	Paid by Check # 108079		10/10/2025	11/17/2025	10/20/2025		10/31/2025	28.77
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 1	\$28.77
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 3	\$2,094.77
Division 000 - Non-Div Totals									Invoice Transactions 3	\$2,094.77
Department 000 - Non-Dept Totals									Invoice Transactions 3	\$2,094.77
Fund 555 - Marina Airport Totals									Invoice Transactions 3	\$2,094.77



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 556 - Preston Park NonProfit Corp										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18908	FY24-25 prof audit srvcs City/Abrams/Preston/M X/FORA/GANN/Casino	Paid by Check # 108053		10/22/2025	10/27/2025	10/27/2025		10/31/2025	2,125.00
Account 6300.215 - Prof Svc Fin - Audit Totals							Invoice Transactions	1		\$2,125.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$2,125.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$2,125.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$2,125.00
Fund 556 - Preston Park NonProfit Corp Totals							Invoice Transactions	1		\$2,125.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/31/25 - 10/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 557 - Abrams B NonProfit Corp										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.215 - Prof Svc Fin - Audit										
11476 - Chavan & Associates LLP	C&A-18908	FY24-25 prof audit srvcs City/Abrams/Preston/M X/FORA/GANN/Casino	Paid by Check # 108053		10/22/2025	10/27/2025	10/27/2025		10/31/2025	2,125.00
Account 6300.215 - Prof Svc Fin - Audit Totals							Invoice Transactions	1		\$2,125.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$2,125.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$2,125.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$2,125.00
Fund 557 - Abrams B NonProfit Corp Totals							Invoice Transactions	1		\$2,125.00
Grand Totals							Invoice Transactions	56		\$359,383.90



Accounts Payable by G/L Distribution Report

Payment Date Range 10/24/25 - 10/24/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 758 - Successor Agency Oblig Retirement										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6650.015 - ROPS #15- Website Hosting Services										
10143 - Civicplus	346751-SA	Quarterly Website Hosting and Support	Paid by EFT # 130		10/01/2025	10/17/2025	10/17/2025		10/24/2025	584.81
Account 6650.015 - ROPS #15- Website Hosting Services Totals									Invoice Transactions 1	<u>\$584.81</u>
Account 6650.030 - ROPS #30 Administrative Costs - Other										
10008 - Monterey County Department of Health - EHB	LUCMOA FY25/26#1	Direct Cost per MOA for services rendered 04/01/25-06/30/25	Paid by Check # 135		10/15/2025	10/23/2025	10/23/2025		10/24/2025	185.83
Account 6650.030 - ROPS #30 Administrative Costs - Other Totals									Invoice Transactions 1	<u>\$185.83</u>
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	<u>\$770.64</u>
Division 000 - Non-Div Totals									Invoice Transactions 2	<u>\$770.64</u>
Department 000 - Non-Dept Totals									Invoice Transactions 2	<u>\$770.64</u>
Fund 758 - Successor Agency Oblig Retirement Totals									Invoice Transactions 2	<u>\$770.64</u>
Grand Totals									Invoice Transactions 2	<u>\$770.64</u>



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
November 4, 2025

**ACTION
MINUTES**

Tuesday, October 21, 2025

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

REGULAR MEETING

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

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

Council Chambers
211 Hillcrest Avenue
Marina, California

AND

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

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

1. CALL TO ORDER: The meeting was called to order at 5:01 P.M.
2. ROLL CALL & ESTABLISHMENT OF QUORUM: (City Council, Airport Commissioners, Marina Abrams B Non-Profit Corporation, Preston Park Sustainable Communities Nonprofit Corporation, Successor Agency of the Former Redevelopment Agency Members and Marina Groundwater Sustainability Agency)

MEMBERS PRESENT: Jenny McAdams, Brian McCarthy, Kathy Biala, Mayor Pro-Tem/Vice Chair Liesbeth Visscher, Mayor/Chair Bruce C. Delgado
3. PUBLIC COMMENT ON CLOSED SESSION ITEMS: None
4. CLOSED SESSION:
 - a. Real Property Negotiation (Govt. Code Section 54956.8)
 - i. Property: APNs: 032-312-043(3044 Del Monte Boulevard)
Negotiating Party: Gina Klump, Trustee
Negotiator(s): City Manager
Terms: Price and Terms
 - b. Conference with Legal Counsel and Chief of Police: Threat to Public Services or Facilities (Govt. Code §54957(a)). Consultation concerning a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity. Other participants may include Risk Manager, cybersecurity consultant(s).

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

City Attorney reported on the Closed Session: The Council met at 5:00 p.m. and provided directions and no reportable action was taken.

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

6. SPECIAL PRESENTATIONS:

- a. Domestic Violence Awareness Month Proclamation

7. COUNCIL AND STAFF ANNOUNCEMENTS:

- Andrea Diallo excellent 50th anniversary event on Saturday, October 18th. All our departments came together and did a fabulous job and if you go to the City of Marina's website and order merchandise and we're still handing out our coupon books. On November 4th, we're going to continue the celebration, uh, so we have a reception at 6 p.m. Here in the council chambers, and we're going to continue that 50th anniversary spirit by recognizing resident nominees and representatives who were not able to show up on Saturday.
- City Manager Long provided updates on the Mercedes Benz tax sharing agreement; Preston Park Ballfields; announced that the Transportation Agency for Monterey County will be considering at their next board meeting moving their headquarters to Marina. See-Click Fix our service request system we will be providing access to the council in mid-November to have Council look at it, and then after that, we will launch it to the public.
- Councilmember McAdams thanked staff for their hard work putting on Marina's 50th Anniversary event. Reminded the public that November 4, 2025, is election day.
- Mayor Pro Tem Visscher announced on October 26, 2025, will be a Halloween Festival at the Marina Equestrian Center at 1:00 P.M. Commented on the City's 50th Anniversary and the merchandise is still available for purchase.
- Mayor Delgado thanked the volunteers that came to pick up litter this past Sunday from 10 till 12.30. Um, from Palm Avenue to Reservation Road on Del Monte Boulevard and Marina Drive, the railroad tracks and the bike path. Mentioned that Mayor Pro Tem Vischer and I have been having many meetings with school administration officials working on a stronger relationship between the community and schools and building toward an October 30th event from 12:00-3:00pm at Vince DiMaggio Park, where everyone is welcome. On October 31st from 10 a.m.- Noon, people are again welcome for the same purpose, but slightly different a presentation will occur inside the Marina Library's community room, and then at 1PM, we'll go on a 2-hour field trip to school sites and community sites where more after-school and before-school programs can happen.
- Edrie De La Santos provided the public with updates on the nighttime PG&E power shutdown in the areas of Abrams and Preston Park along Imjin Parkway. Updated the public on the final paving along westbound Imjin Parkway.

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.*

- K'Shante Dela Cuadra, Marina Police Officer introduced himself as the new Police Officer's Association president and looking forward to working with the City Council and the community for the safety of the public.
- Denise Turley commented about the need for staff/council to have a calculator on the dais when discussing city financials.

Staff announced that agenda item 10g(2) would be pulled from the agenda and discussed at a future meeting.

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 107875-107974, totaling \$720,269.41.
Accounts Payable Successor Agency EFT Number 129, totaling \$1,128.75.
 - b. MINUTES: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) September 30, 2025, Special City Council Meeting
 - (2) October 7, 2025, Regular City Council Meeting
 - c. CLAIMS AGAINST THE CITY:
 - (1) Staff recommends that the City Council reject the following claim and direct sending appropriate notice of rejection to claimant: Marty Roach for a claim received on October 7, 2025.
 - d. AWARD OF BID: None
 - e. CALL FOR BIDS: None
 - f. ADOPTION OF RESOLUTIONS: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Adopting **Resolution No. 2025-114**, approving a full-time Information Technology (IT) Manager; and authorizing an amendment to the City Salary Schedule for Fiscal Year 25/26.
 - (2) Adopting **Resolution No. 2025-115**, approving the Sr. Human Resources Analyst; and authorizing an amendment to the City Salary Schedule for Fiscal Year 25/26.

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

- (1) Adopting **Resolution No. 2025-116**, authorizing the City Manager to negotiate and execute agreements with Pacific Gas & Electric for joint & common use of rights of way and easements related to the undergrounding of certain utilities within the project by Wathen Castanos Peterson Homes, Inc. shown on “Tract 1540 Marina Heights Phase 5A” in the vicinity of Imjin and California Avenue, Marina, subject to review and approval by the City Attorney.
- (2) Adopting Resolution No. 2025-, approving an agreement between the City of Marina and Shea Homes, LP, for the maintenance of right-of-way improvements within the Linear Park as shown on the Phase 3 North Final Map. ***Pulled by staff. To be heard at a later date***
- (3) Adopting **Resolution No. 2025-117**, authorizing a Standard Agreement with the State Office of Administrative Hearings (“OAH”) for OAH to provide Administrative Law Judges (“Hearing Officers”) as necessary under the City’s Municipal Code for hearing appeals.
- (4) Adopting **Resolution No. 2025-118**, adopting an MOU between the City and the Utility Workers Union of American (UWUA) Labor Group and the Marina Professional Fire Fighters Association (MPFFA) and; authorizing the City Manager to execute the MOUs; and amending the City salary schedule for Fiscal Years 2025-26 and 2026-27.
- (5) Adopting **Resolution No. 2025-119**, approving the Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and the City of Marina regarding assistance with Franchise Agreement Matters.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) Receive League of California Cities Annual Conference and Expo Report
- (2) Receive Monterey-Salinas Transit October 13, 2025, Board Meeting Highlights

k. FUNDING & BUDGET MATTERS: None

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) Read by Title Only and adopting **Ordinance No. 2025-16**, adopting and amending Title 15 of the Marina Municipal Code to adopt 2025 Editions of California Building Standards Codes, specifically 2025 California Building Code, 2025 California Residential Code, 2025 California Electrical Code, 2025 California Mechanical Code, 2025 California Plumbing Code, 2025 California Energy Code, 2025 California Green Building Standards Code, 2025 California Existing Building Code, 2025 California Historical Building Code and 2025 California Fire Code, with certain exceptions, modifications and additions required by local climatic, geological or topographical conditions.

m. APPROVE APPOINTMENTS: None

Councilmember McAdams made comments on agenda items 10f(1), 10f(2) and 10g(4)

DELGADO/VISSCHER: TO APPROVE THE CONSENT AGENDA MINUS 10g(2). 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. 2025-, amending Municipal Code, Title 6, Chapter 6.04, Section 6.04.120, regarding "Kennel and Dog Hospital Licenses".

Councilmember McCarthy requested to table this item.

MCCARTHY/BIALA: TO TABLE THIS ITEM. 3-2(Visscher, Delgado)-0-0 Motion Passes

12. OTHER ACTIONS ITEMS OF THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Action listed for each Agenda item is that which is requested by staff. The Successor Agency may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

13. OTHER ACTION ITEMS: *Action listed for each Agenda item is that which is requested by staff. The City Council may, at its discretion, take action on any items. Members of the public may be given up to three (3) minutes to speak.*

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

- a. Adopting Resolution No. 2025-, authorizing the release of a Request for Proposals (RFP) with the proposed labor standards detailed in Exhibit A to qualified firms for Construction Manager-At-Risk Services for the Recreation and Aquatics Center.

Public Comments:

- Adrian Florez spoke about his work experience before the apprenticeship program. Working union allows the ability to work in a community in which you live and spending that money in the community. Spoke about having good pay and benefits.
- Bryan Shields, Field Rep for Carpenters Local 646. Spoke about what it means to have labor standards, healthcare and apprenticeship language in all construction Requests for Proposals. Spoke about how many members graduate from the Carpenter's Union program over the last 5-years versus the local colleges and Associated Building Contractors (ABC). Supports labor standards
- Leslie Gill spoke about her process of training to become a carpenter and the importance of having labor standards and healthcare standards in all contracts. Supports labor standards.

- Andretti Ortiz-Aquino spoke about the training that is provided at the Union. Advocated for the apprenticeship program. Union members need to work locally and keep the money in the community. Supports labor standards.
- Doug Chesshire second-generation carpenter in Monterey County the apprenticeship programs are pivotal to the cultivation of skilled and trained workforce throughout the region. Hopes council will take into account what apprenticeships do and make sure they're part of your development processes moving forward.
- Tony Uzzle spoke about what the apprenticeship program meant to him after leaving the military. These programs afforded him a livable wage after the military. Spoke about the importance of having healthcare for the workers and their families.
- Jennifer Macias spoke in favor of including the labor standards and healthcare into the RFP for the Recreation and Aquatic Sports Center.
- Julio Chavez agrees with all the previous speakers on the need to have labor standards as well as healthcare. Supports the addition of labor standards in the RFP.

MCADAMS/BIALA: THAT WE DIRECT STAFF AND THE CONSULTANTS TO LISTEN TO OUR DIRECTION AND EDIT THE POLICY AS NEEDED; AND AT SOME POINT, CONFER WITH LABOR; AND THEN BRING BACK TO THE COUNCIL FOR REVIEW AND APPROVAL ON OR BY NOVEMBER 7TH; AND THAT OUTREACH TO INCLUDE OTHER STAKEHOLDERS. 5-0-0-0 Motion Passes

- b. Receive an update on financing alternatives for the Preston Park Loan; and provide directions on the amount to be refinanced and the loan term.

Public Comments

- Karl noted that any discussion about this loan would end up affecting the residents. Don't let the number dissuade you from keeping in mind the human beings behind it.
- Denise Turley asked if anyone could explain why we're talking about bonds when we're talking about loans. Why were there no totals on what would be paid annually? Asked about dent restrictions on the property.
- John asked where else is the money going to come from if it's half a payout or no payout. This will impact the residents. Preston Park residents a watching and listening and voicing our concerns.

MCADAMS/DELGADO: LOAN AMOUNT: \$30.1 MILLION FOR 10-YEAR OPTION WITH \$6.5 MILLION TO PAY DOWN LOAN AND OTHER 6 MILLION FOR OTHER PROJECTS TBD; AND DIRECT STAFF TO COME BACK TO ALLOCATE \$500K TO GO BACK TO PRESTON PARK TO PLACE A PLAYGROUND WITHIN THE PRESTON PARK COMMUNITY. 3-2(Biala, Visscher)-0-0 MOTION PASSES.

14. COUNCIL & STAFF INFORMATIONAL REPORTS:
 - a. Monterey County Mayor's Association [Mayor Bruce Delgado]
 - b. Council reports on meetings and conferences attended (Gov't Code Section 53232).
15. ADJOURNMENT: The meeting adjourned at 10:15 P.M.

ATTEST:

Anita Sharp, Deputy City Clerk

Bruce C. Delgado, Mayor

CITY OF MARINA

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

**CLAIM FORM**

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

SECTION 1: CLAIMANT INFORMATION

Katrina Brehm

Name of Claimant

[REDACTED]
Telephone Number (include area code)[REDACTED]
Mailing Address

City

CA

Zip Code

SECTION 2: NOTICES

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

c/o Fitzpatrick & Swanston

(831) 755 - 1311

Name of Claimant

Telephone Number (include area code)

555 S Main Street,

Salinas

CA

93901

Mailing Address

City

CA

Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim:

See Attachment 1.

Month, Day & Year

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

See Attachment 1.

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

See Attachment 1.

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

See Attachment 1.

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

See Attachment 1.

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

Amount Claimed: \$ This claim exceeds \$25,000.00.

Basis for computation: _____

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

_____ Limited Civil Case

X Non-Limited Civil Case

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

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

☐ Yes (If marked, please provide information below.

☒ No

Name of Insurance Carrier

()

Telephone Number (include area code)

Mailing Address City State Zip Code

Policy Number: _____ Deductible: \$ _____

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

Vehicle Make: _____ Model: _____ Year: _____

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

B. James Fitzpatrick / Alison L. Baker

Name of Attorney/Representative

(831) 755-1311

Telephone Number (include area code)

555 S Main Street Salinas CA 93901

Mailing Address City State Zip Code

Is the claim filed on behalf of minor? ☐ Yes ☒ No

If yes, please indicate:

Relationship to minor: _____

Minor's date of birth: _____
Month, Day & Year

SECTION 6: ADVISORY

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

SECTION 7: SIGNATURE



Signature of Claimant or Claimant's Attorney /Representative

October 27, 2025

Date

SECTION 8: SUBMISSION OF CLAIM FORM

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

**City of Marina
Marina City Hall
Attention: Catrina Scharf
Human Resources & Risk Department
211 Hillcrest Avenue
Marina, CA 93933**

**Office: (831) 884-1283
Fax: (831) 384-0860
HR@cityofmarina.org**

Incomplete and un-signed claim forms will not be processed and will be returned to the claimant's address indicated on this form.

Once your completed and signed claim form is received in the City's Risk Management Department it may require placement on the City Council agenda for consideration to deny your claim. This action to deny your claim is required by law for public entities and does not mean the City will not process your claim. Rather, your claim will be researched by the City's Risk Management process, or it will be referred to the City's Risk Management Authority, MBASIA (Monterey Bay Area Self Insurance Authority) for investigation by the Claims Adjuster, Georg Hills.

Parmit Randahawa, will handle your claim through settlement or resolution. You will be notified in writing by MBASIA of any actions pertaining to the status of your claim and if additional information is required. You may also contact our Risk Management Services at (510) 375-1141, if you wish to discuss your claim.

Thank you.

ATTACHMENT 1 TO KATRINA BREHM'S CLAIM FORM

SECTION 3: CLAIM INFORMATION:

1. Date of the occurrence/transaction which gave rise to the claim.

Ongoing from approximately October 2024 through June 2025.

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

City of Marina, Marina Equestrian Center, 2830 Fifth Avenue, Marina, CA 93933.

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

During Claimant's employment at the City of Marina, Marina Equestrian Center, which is authorized, controlled and supervised by the City of Marina, Claimant was subjected to discrimination, sexual harassment, a hostile work environment, retaliation, and unsafe working conditions, which she reported. Additionally, Claimant reported animal safety and welfare concerns, and then suffered retaliation and termination. City personnel were aware of these issues and failed to act or investigate, allowing continued harassment and retaliation. The City's failure to follow or enforce its own policies directly caused and contributed to Claimant's injuries and damages.

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

Claimant suffered job loss, emotional distress, psychological harm, economic losses, and past and future medical expenses. The total extent of damages is ongoing and will be determined according to proof.

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

1. Andrea Willer, City Recreation & Cultural Service Director;
2. Andrea Diallo, City Recreation Manager;
3. Amanda Becker, City Special Event Coordinator
4. Carolina Rivera, City Recreation & Cultural Service Dept. Administrative Asst. II.
5. Other City Agents/Employees responsible for supervision, safety, and enforcement at the Marina Equestrian Center.



CLAIM FORM

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

SECTION 1: CLAIMANT INFORMATION

Colleen Knopf
Name of Claimant
[Redacted]
Telephone Number (include area code)
[Redacted]
[Redacted]
Mailing Address City CA Zip Code

SECTION 2: NOTICES

The person presenting this claim desires that notices be sent to the following address:
c/o Fitzpatrick & Swanston
Name of Claimant
555 S Main Street, Salinas CA 93901
Mailing Address City CA Zip Code
(831) 755 - 1311
Telephone Number (include area code)

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: See Attachment 1.
Month, Day & Year

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

See Attachment 1.

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

See Attachment 1.

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

See Attachment 1.

See Attachment 1.

Amount Claimed: \$ This claim exceeds \$25,000.00.

Basis for computation:

Limited Civil Case

X	Non-Limited Civil Case
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☐ Yes (If marked, please provide information below.☒ No

Name of Insurance Carrier

()

Telephone Number (include area code)

Mailing Address

City

State

Zip Code

Policy Number: _____

Deductible: \$ _____

Name of registered owner(s) of the vehicle:

Vehicle Make: _____ Model: _____ Year: _____

B. James Fitzpatrick / Alison L. Baker

(831) 755-1311

Name of Attorney/Representative

Telephone Number (include area code)

555 S Main Street

Salinas

CA

93901

Mailing Address

City

State

Zip Code

Is the claim filed on behalf of minor? ☐ Yes ☒ No

If yes, please indicate:

Relationship to minor:

Minor's date of birth:

Month, Day & Year

SECTION 6: ADVISORY

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

SECTION 7: SIGNATURE



Signature of Claimant or Claimant's Attorney /Representative

October 27, 2025

Date

SECTION 8: SUBMISSION OF CLAIM FORM

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

**City of Marina
Marina City Hall
Attention: Catrina Scharf
Human Resources & Risk Department
211 Hillcrest Avenue
Marina, CA 93933**

**Office: (831) 884-1283
Fax: (831) 384-0860
HR@cityofmarina.org**

Incomplete and un-signed claim forms will not be processed and will be returned to the claimant's address indicated on this form.

Once your completed and signed claim form is received in the City's Risk Management Department it may require placement on the City Council agenda for consideration to deny your claim. This action to deny your claim is required by law for public entities and does not mean the City will not process your claim. Rather, your claim will be researched by the City's Risk Management process, or it will be referred to the City's Risk Management Authority, MBASIA (Monterey Bay Area Self Insurance Authority) for investigation by the Claims Adjuster, Georg Hills.

Parmit Randahawa, will handle your claim through settlement or resolution. You will be notified in writing by MBASIA of any actions pertaining to the status of your claim and if additional information is required. You may also contact our Risk Management Services at (510) 375-1141, if you wish to discuss your claim.

Thank you.

ATTACHMENT 1 TO COLLEEN KNOPF'S CLAIM FORM

SECTION 3: CLAIM INFORMATION:

1. Date of the occurrence/transaction which gave rise to the claim.

Ongoing from approximately October 2024 through June 2025

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

City of Marina, Marina Equestrian Center, 2830 Fifth Avenue, Marina, CA 93933.,

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

During Claimant's employment at the City of Marina, Marina Equestrian Center, which is authorized, controlled and supervised by the City of Marina, Claimant was subjected to gender and pregnancy discrimination, harassment, a hostile work environment, retaliation, and unsafe working conditions, which she reported. Additionally, Claimant reported animal safety and welfare concerns, and then suffered retaliation and termination. City personnel were aware of these issues and failed to act or investigate, allowing continued harassment and retaliation. The City's failure to follow or enforce its own policies directly caused and contributed to Claimant's injuries and damages.

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

Claimant suffered job loss, emotional distress, psychological harm, economic losses, and past and future medical expenses. The total extent of damages is ongoing and will be determined according to proof.

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

1. Andrea Willer, City Recreation & Cultural Service Director;
2. Andrea Diallo, City Recreation Manager;
3. Amanda Becker, City Special Event Coordinator
4. Carolina Rivera, City Recreation & Cultural Service Dept. Administrative Asst. II,
5. Other City Agents/Employees responsible for supervision, safety, and enforcement at the Marina Equestrian Center.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 4, 2025

RECOMMENDATION TO CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING PURCHASE OF TWO FORD MAVRICK PICKUP TRUCK VEHICLES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE PURCHASE AGREEMENTS 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:

1. Consider adopting Resolution No. 2025- approving the purchase of two (2) new Ford Maverick's for the amount of \$65,894.28;
2. Authorize the City Manager or his designee to execute purchase agreements on behalf of the City subject to final review and approval by the City Attorney, and;
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

Currently, Marina's Building Department staff utilize two vehicles: a 2008 Ford F150 truck and a 2008 Ford Ranger truck. Both vehicles are over 17 years old and have exceeded their useful life. These vehicles are used full-time by the Code Enforcement Officer and Building Inspection staff to carry out departmental duties. The age and condition of the current fleet have led to the need for replacements.

The proposed purchase aligns with the budgeted vehicle replacement program for the Community Development Department. The two new vehicles will serve as transportation for building inspectors and code enforcement staff, enabling them to effectively and efficiently conduct their inspections and enforcement activities.

ANALYSIS:

The Public Works Department analyzed several makes and models and concluded that the Ford Maverick (or equivalent) presented the best fit for the City's needs based on safety, performance, maintenance costs, and operational efficiency. Out of four vendors solicited, only one submitted a bid, which is detailed in Exhibit B. This bid was considered favorable after considering factors like durability, long service life, and ease of operation.

The Ford Maverick is industry-recognized for its durability and reliability, featuring key attributes such as:

- A crew cab design with a 4.5-foot bed, providing ample space for passengers and cargo.
- A hybrid powertrain delivering impressive fuel efficiency (up to 50 MPG).
- Smart key technology, including keyless entry, for added convenience and security.
- The manufacturer, Ford, is a well-established company capable of providing local service support.

The total cost for two units is \$65,894.28, which includes applicable taxes. This purchase falls within the current fiscal year's budget allocation designated for vehicle replacement and is expected to improve department efficiency, safety, and vehicle maintenance reduction.

FISCAL IMPACT:

The total purchase cost of \$65,894.28 will be funded from the existing budget allocation for vehicle replacement in the current fiscal year. This expenditure supports the City's operational goals by enhancing fleet reliability and safety without exceeding approved budget limits. The new vehicles are anticipated to reduce maintenance and operational costs over their lifespan, contributing positively to the City's overall fiscal health.

EXHIBITS:

Exhibit A – Request for Quotes for the Ford Maverick or Equivalent

Exhibit B – Quote from Salinas Valley Ford

Exhibit C – Bid Opening Results

Respectfully submitted,

Juan Perez
Public Works Superintendent
City of Marina

Ismael Hernandez
Public Works Director
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF MARINA APPROVING PURCHASE OF TWO FORD MAVERICKS FOR THE COMMUNITY DEVELOPMENT DEPARTMENT, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE PURCHASE AGREEMENTS 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 City of Marina's Building Department staff currently utilizes two vehicles that have surpassed their useful life and require replacement; and

WHEREAS, the Public Works Department evaluated bids and determined that the Ford Maverick provides the best fit for operational needs based on safety, performance, maintenance, and efficiency; and

WHEREAS, the total cost for two (2) Ford Maverick vehicles, including taxes, is \$65,894.28, and is within the fiscal year budget allocation for vehicle replacement; and

WHEREAS, the City Council finds that purchasing these vehicles will support departmental effectiveness, safety, and operational efficiency;

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

1. The City Council hereby supports the staff report and authorizes the purchase of Two Ford Mavericks for the amount of \$65,894.28.
2. The City Manager or his designee is authorized to execute all necessary documents and take all actions required to effectuate this purchase.
3. The Finance Director is authorized to make necessary accounting and budgetary entries.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 4th Day of November 2025 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**CITY OF MARINA
PUBLIC WORKS DEPARTMENT**

EXHIBIT A

211 HILL CREST AVENUE
MARINA, CA 93933
www.ci.marina.ca.us



Juan Perez
Public Works Superintendent
Office: (831) 884-1212
Fax: (831) 884-0425
jperez@cityofmarina.org

**Request for Proposal/Quotation
Pickup Truck**

The City of Marina, Public Works Department, is seeking a qualified vendor to supply two new vehicles, two-wheel drive trucks. Sealed bids shall be submitted to the City using the enclosed bid form. Bids shall be either hand-delivered to the City Annex Building, or by US mail in **sealed envelopes marked “City of Marina Pickup Trucks -2025”** and addressed to **Juan Perez, Superintendent, Annex 209 Cypress Ave. Marina CA 93933**. Electronic submission of bids shall not be accepted. **Bids shall be received until Wednesday, August 13th, 2025 at 1:00 PM**, and at said time, bids will be opened and read aloud. The bid opening will be held in-person at City of Marina Annex building at 209 Cypress Ave. Marina CA 93933. All pre-bid correspondence shall be submitted electronically to Juan Perez, Public Works Superintendent, at pwfleet@cityofmarina.org. **Questions regarding this bid/proposal shall be accepted until 1:00 PM, Wednesday, August 6th, 2025**. The City of Marina reserves the right to waive any informality in the bids, to accept any bid, and to reject any or all bids, should it be deemed in the best interest of the City to do so. The City of Marina further reserves the right to cancel or amend this RFP at any time.

Requirements of this RFP

- The enclosed bid form shall be fully completed and submitted by the due date.
- Each bidder shall provide evidence of adherence to the specifications within this RFP.
- Any items not specifically noted or specified in this RFP, that is required in order to supply the equipment requested, shall be considered incidental. Bidders shall provide lump sum pricing on the bid form.
- Bidder shall note any deviations from the specifications on the enclosed bid form.
- Each bidder shall provide a warranty period for the equipment provided on the enclosed bid form.
- The equipment shall be delivered no later than August 29, 2025 by 1 PM.
- The equipment shall be completely inspected and serviced by the bidder prior to delivery.

Acceptance of Bid

The acceptance of the bids shall be based on the following criteria:

- Cost breakdown and fees.
- Adherence to the Specifications (see attached example).
- Proposal and Submission Requirements: Cover letter, Bid, Schedule/Timeline, and Fee

**CITY OF MARINA
PUBLIC WORKS DEPARTMENT**

EXHIBIT A

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Specifications

- General: A 2024 (unused/leftover) or 2025, Ford Maverick pickup truck size/series, or equivalent, make/model truck. Truck will be an extended cab or better, 2-wheel drive, work truck with quantity of two vehicles.
- Cab and Body: Standard cab features for extended cab or better, standard construction with safety glass. Rear bumper, cloth seats, insulated vinyl floor mats, center console (optional), dual sun visors, intermittent wipers, mud flaps (all 4 tires), air conditioning, accessory outlets, dual foldaway (heated) mirrors, interior light package, and a multi-speaker AM/FM radio with clock and “Bluetooth” capability for ‘hands-free’ phone use. Truck shall also come equipped with a reverse camera or other approved equal for backing safety.
- Engine: Standard for model, with the note that the engine and chassis.
- Transmission: 4 speed automatic heavy duty with cooler or better.
- Electrical: Standard for model, all electrical to be wired to the ignition system.
- Axles: Standard for model.
- Wheelbase: Standard for model.
- Suspension System: Standard for model.
- Steering System: hydraulic power system or better.
- Brake System: Standard for model with 4-wheel anti-lock brakes.
- Trailer Hitch: Standard hitch with standard adaptor; Tow Package to include electric trailer brake controller factory installed (optional).
- Truck Bed: Standard for model. Bed shall include factory-installed spay in liner or equivalent.
- Paint & Colors: Exterior color shall be white. Interior trim to be “black” or “gray” in color.
- Fuel System: Standard for the model.
- Tires/Wheels: Based on the GVWR of the vehicle specified. Tire treads to be “All Season” black wall type, mounted on either chrome or aluminum wheels. Spare tire and rim to also be included.

**CITY OF MARINA
PUBLIC WORKS DEPARTMENT**

EXHIBIT A

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Manuals

In addition to the Owner's Manual, vehicle service manuals (for engine, chassis, and electrical) shall be provided in a book format and/or electronic format.

Warranty

The successful bidder shall provide applicable warranty information on the enclosed bid form.
The warranty shall commence at the time of delivery.

Delivery Date

The delivery date shall be stated on the enclosed bid form and may be a determining factor in the award of the bid.

Trade-In

Trade-In: Successful bidder shall accept in trade a 2008 Ford Ranger Super cab XLT pickup truck. Mileage will be provided on request. The vehicle can be inspected at the Annex Building Facility on 209 Cypress Ave. by calling 831-884-1212 for an appointment. All questions should be directed to Michaelle Mowery, Public Works Administrative.

Bid Alternatives

If finances allow, the City of Marina may opt to purchase the following bid alternatives. Please provide pricing for the following options on the bid form under "Bid Alternates #1 and #2":

- Bid Alternate #1: Provide the following: bed spray in liner, first aid kit, roadside assistant kit, and city decals (or approved equal).
- Bid Alternate #2: Hybrid Engine Model: Provide the equivalent make and model truck with a hybrid engine.

**CITY OF MARINA
PUBLIC WORKS DEPARTMENT**

EXHIBIT A

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Juan Perez
Public Works Superintendent
Office: (831) 884-1212
Fax: (831) 884-0425
jperez@cityofmarina.org

Pickup Truck Bid Proposal Form

The undersigned agrees to provide the pickup truck as specified in the RFP and as bid below:

Lump Sum Bid Price per Specifications: \$ _____

Less trade-in of 2008 Ford Ranger: \$ _____

Total Net Bid \$ _____

Bid Alternate #1 (added items package): \$ _____

Bid Alternate #2 (hybrid model) (exclude trade-in): \$ _____

Warranty Info: _____

Delivery Date: _____

Deviations from Specifications: _____

Signed: _____ Printed Name: _____

Company: _____ Address: _____

E-mail Address: _____ Phone #: _____

**CITY OF MARINA
PUBLIC WORKS DEPARTMENT**

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MARINA, CA 93933
www.ci.marina.ca.us



Juan Perez
Public Works Superintendent
Office: (831) 884-1212
Fax: (831) 884-0425
jperez@cityofmarina.org

Pickup Truck Bid Proposal Form

The undersigned agrees to provide the pickup truck as specified in the RFP and as bid below:

Lump Sum Bid Price per Specifications: \$ 32,441.79

Less trade-in of 2008 Ford Ranger: \$ 5,000.00

Total Net Bid \$ 27,441.79

Bid Alternate #1 (added items package): \$ 32,441.79

Bid Alternate #2 (hybrid model) (exclude trade-in): \$ 32441.79

Warranty Info: 3 Year / 36,000

Delivery Date: Friday August 15, 2025

Deviations from Specifications: Hybrid is standard engine, specifications are attached

Signed: _____

Printed Name: Katie Pineda

Company: Salinas Valley Ford Address: 1100 Auto Center Circle Salinas, CA 93907

E-mail Address: Katie@salinasvalleyford.com Phone #: 831-444-4441



Prepared by: KATIE PINEDA

08/01/2025

Salinas Valley Ford | 1100 Auto Center Circle Salinas California | 939072507

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 560 | Quote ID: cityofmari

As Configured Vehicle

Code	Description	MSRP
W8A	Base Vehicle Price (W8A)	\$28,145.00
100A	Equipment Group 100A	N/C
993	Engine: 2.5L Hybrid	Included
44E	Transmission: Power-Split Electric CVT	Included
STDAX	2.91 Axle Ratio	Included
STDGV	GVWR: 5,230 lbs	Included
STDTR	Tires: P225/65R17 A/S BSW	Included
64Z	Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included
9	Front Cloth Bucket Seats	Included
121WB	121" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included
66C	Ford Co-Pilot360 1.0	\$795.00
60B	2K Trailer Hitch Receiver w/4-Pin Connector	\$100.00
96G	Tough Bed Spray-In Bedliner	\$495.00
16C	Front & Rear Floor Liners w/o Carpet Mats	\$135.00
153	Front License Plate Bracket	N/C
AHMAB	Commercial Roadside Assist Kit	\$240.00
AHQAB	First Aid Kit	\$60.00
CCBAB	Tailgate Lock	\$50.00
425	50-State Emissions System (DISC)	N/C
YZ_01	Oxford White	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: KATIE PINEDA
08/01/2025

Salinas Valley Ford | 1100 Auto Center Circle Salinas California | 939072507

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 560 | Quote ID: cityofmari

As Configured Vehicle (cont'd)

Code	Description	MSRP
9W_03	Black Onyx/Dark Slate w/Front Cloth Bucket Seats	N/C
SUBTOTAL		\$30,020.00
Destination Charge		\$1,695.00
TOTAL		\$31,715.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: KATIE PINEDA

08/01/2025

Salinas Valley Ford | 1100 Auto Center Circle Salinas California | 939072507

2025 Maverick FWD SuperCrew 4.5' box 121.1" WB XL (W8A)

Price Level: 560 | Quote ID: cityofmari

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$28,145.00
Options	\$1,875.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,695.00
Subtotal	\$31,715.00

Pre-Tax Adjustments

MSRP

Code	Description	MSRP
FLEET DISCOUNT	Fleet Discount	-\$2,020.00
Subtotal		\$29,695.00

Sales Taxes

MSRP

Code	Description	MSRP
SALES TAX	SALES TAX	\$2,746.79
Subtotal		\$32,441.79
Total		\$32,441.79

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Public Works Department
 209 Cypress Avenue
 Marina, CA 93933
 (831) 884-1212
www.cityofmarina.org

BID OPENING RESULTS

BID OPENING:

RFP - City of Marina New Vehicles - 8113125 (pwr

LOCATION:

209 cypress Ave Marina ca (conference room)

NAME	Executed A4- A8 Y/N	10% BID BOND PROVIDED (Y/N)	ADDENDUM (Y/N)	GRAND TOTAL BID (ITEMS 1-23)	TOTAL BID 1 (GRAND TOTAL- DAB 1)	TOTAL BID 2 (GRAND TOTAL- DAB 2)
Gold Star GMC	Did not provide bid	—	1) 2) 3)	—	⊖	⊖
Chrysler Dodge Jeep Ram	Did not provide bid	—	1) 2) 3)	—	⊖	⊖
			1) 2) 3)			



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Selinas Valley ford	N/A	N/A	N/A	trade in 1) \$15,000 2) N/A 3)	32,441.79	32,441.79
Victory Toyota	Did not provide bid			1) 2) 3)		
				1) 2) 3)		
				1) 2) 3)		

- Juan Perez
- Michelle Mendeny

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-,
APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA
AND SHEA HOMES, LP, FOR THE MAINTENANCE OF RIGHT OF
WAY IMPROVEMENTS WITHIN THE LINEAR PARK AND 2ND
AVENUE AS SHOWN ON THE PHASE 3 NORTH FINAL MAP, AND;
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
AGREEMENTS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW
AND APPROVAL BY THE CITY ATTORNEY.**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2025-, approving an agreement between the City of Marina and Shea Homes, LP, for the maintenance of right-of-way improvements within the Linear Park and 2nd Avenue as shown on the Phase 3 North Final Map; and
2. Authorizing the City Manager to execute the agreements on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

At the regularly scheduled meeting of November 6, 2024, the City Council approved the Phase 3 North Final Map for The Dunes on Monterey Bay Development Project Subdivision (“Development”). As part of the approval for the Final Map, right of way had been dedicated to the City for pathways, lighting and landscape improvements.

ANALYSIS:

Similar to other phases in the Development, Shea Homes (“Developer”) will be taking over maintenance of proposed improvements within the parcels and streets noted in **EXHIBIT A**. Maintenance responsibilities to be covered shall consist of all improvements within the areas denoted in Exhibit A including but not limited to landscaping (including irrigation & meter charges), artwork, benches and any lighting not related to public street lighting. Water charges from irrigation will also paid by the Developer. Staff has reviewed the agreement with the Developer (**EXHIBIT B**) and recommend it for approval.

FISCAL IMPACT:

Improvements within the linear park along Ocean Bluff/Sand Dune Ave. and the park strip along 2nd Avenue shall be funded and constructed by the Developer. The Homeowners Association will continue to fully fund and manage the maintenance of these improvements noted above. Ownership of the right of way will remain with the City and no property will be conveyed as part of this agreement.

CONCLUSION:

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Ismael Hernandez
Public Works Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING AN AGREEMENT BETWEEN THE CITY OF MARINA AND SHEA
HOMES, LP, FOR THE MAINTENANCE OF RIGHT OF WAY IMPROVEMENTS
WITHIN THE LINEAR PARK AND 2ND AVENUE AS SHOWN ON THE PHASE 3
NORTH FINAL MAP; AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE AGREEMENTS ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND
APPROVAL BY THE CITY ATTORNEY.

WHEREAS, at the regularly scheduled meeting of November 6, 2024, the City Council approved the Phase 3 North Final Map for The Dunes on Monterey Bay Development Project Subdivision (“Development”). As part of the approval for the Final Map, right of way had been dedicated to the City for pathways, lighting and landscape improvements, and;

WHEREAS, similar to other phases in the Development, Shea Homes (“Developer”) will be taking over maintenance of proposed improvements within the parcels and streets noted in **Exhibit A**. Maintenance responsibilities to be covered shall consist of all improvements within the areas denoted in Exhibit A including but not limited to landscaping (including irrigation & meter charges), artwork, benches and any lighting not related to public street lighting. Water charges from irrigation will also paid by the Developer. Staff has reviewed the agreement with the Developer (**Exhibit B**) and recommend it for approval, and;

WHEREAS, improvements within the linear park along Ocean Bluff/Sand Dune Ave. and the park strip along 2nd Avenue shall be funded and constructed by the Developer. The Homeowners Association will continue to fully fund and manage the maintenance of these improvements noted above. Ownership of the right of way will remain with the City and no property will be conveyed as part of this agreement.

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

1. Approve an agreement between the City of Marina and Shea Homes, LP, for the maintenance of right-of-way improvements within the Linear Park and 2nd Avenue as shown on the Phase 3 North Final Map, and;
2. Authorize the City Manager to execute the 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 held on the 4th day of November 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

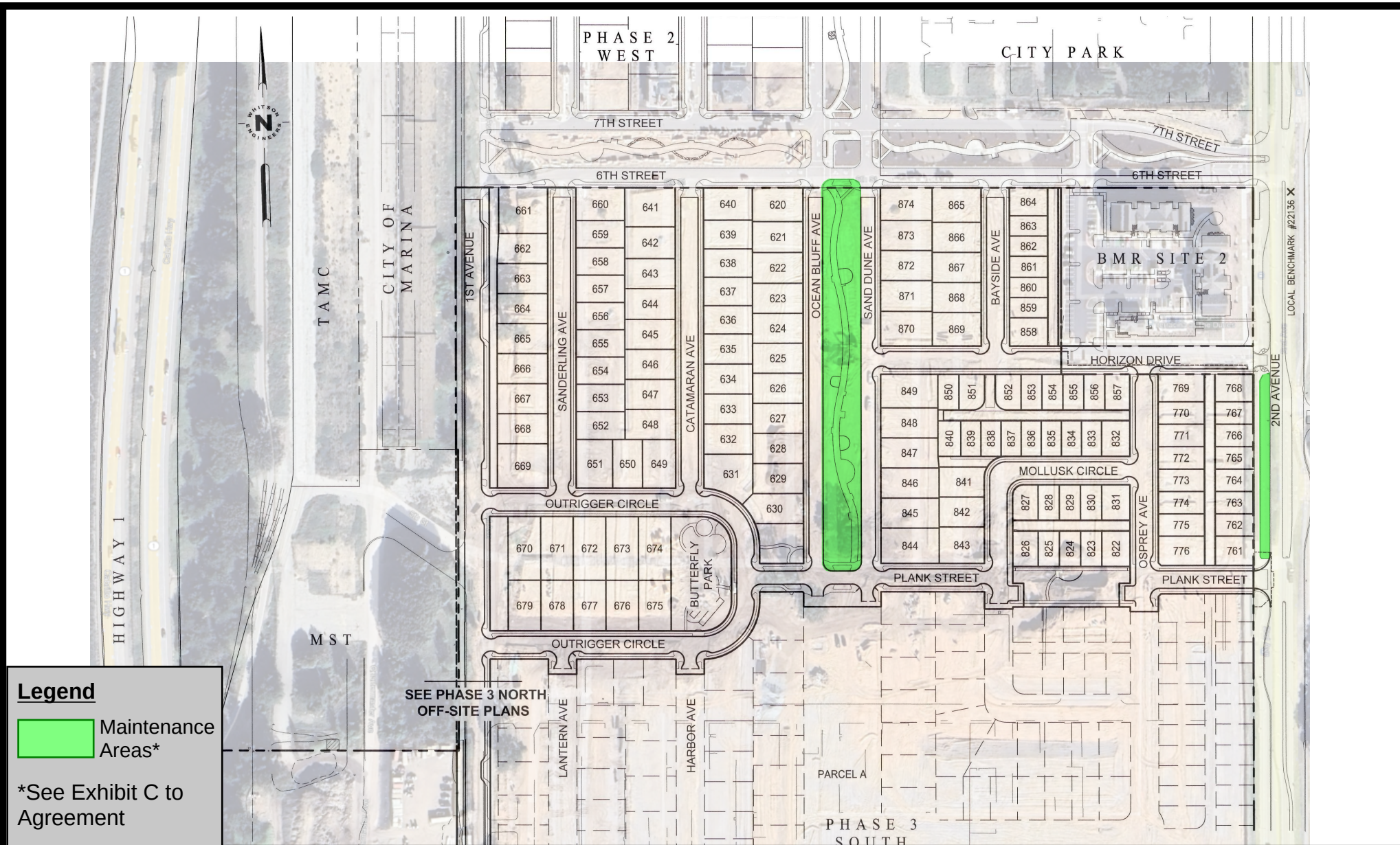
ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk



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

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



Right of Way Maintenance Exhibit for Private Improvements within Phase 3 North

Exhibit A

10/15/25

SCALE: NONE

NO FEE DOCUMENTGovernment Code §6103RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

The Above Space For Recorder's Use Only

RIGHT OF WAY ACCESS AND MAINTENANCE AGREEMENT

(The Dunes on Monterey Bay – Public Right of Way Maintenance Areas – Phase 3 North Map)

THIS AGREEMENT ("**Agreement**") is made and entered into on this _____ day of _____ 202__, by and between the CITY OF MARINA, a California municipal corporation ("**City**") and SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership ("**Owner**") (collectively referred to as "**Parties**").

1. Owner owns real property in the City of Marina, County of Monterey, State of California, more specifically described in the legal description in **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Common Area**").
2. Owner is developing the Common Area as a portion of that certain residential condominium community commonly known as "The Dunes on Monterey Bay". Owner will convey the Common Area to The Dunes on Monterey Bay Association, a California nonprofit mutual benefit corporation in phases ("**Association**").
3. Owner has or will install: improvements and landscaping (including but not limited to power and water meters) as shown on the Landscape Construction Documents for The Dunes on Monterey Bay Phase 3 Linear Parks by vanderToolen Associates, approved by the City of Marina City Engineer on February 6, 2025 (collectively "**Private Improvements**") within two City owned properties – the City owned median right of way property between Ocean Bluff Avenue and Sand Dune Avenue ("**Median ROW Property**"), and the City owned 2nd Avenue right of way property "2nd Avenue ROW Property", both described and depicted on **Exhibit "B"** attached hereto and incorporated herein ("**City Property**").
4. The City and Owner desire that the Private Improvements within the City Property be maintained by the Responsible Party (as hereinafter defined) in the same manner as the Common Area. Notwithstanding the foregoing, the obligation for the Responsible Party to maintain the Private Improvements within City Property shall not commence until: (i) the Owner has confirmed that the Private Improvements have been installed within the City Property, and (ii) the City and the Owner have jointly conducted an inspection walk of the City Property (collectively, the "**Maintenance Commencement Date**").
5. The burdens and benefits of this Agreement are intended to be covenants that run with the land, binding Owner, and any subsequent party with ownership or control of the Common Area, including, but not limited to, the Association. ("**Responsible Party**").

6. Owner shall be responsible for its obligations under this Agreement as to the Private Improvements on the Median ROW Property described and depicted on **Exhibit "B,"** until the date that Owner closes escrow of the first residential lot in DRE Phase 89 (defined in **Exhibit "C"**) under the authority of the California Department of Real Estate Final Subdivision Public Report, at which time the Association shall assume all rights and obligations of Owner for the Private Improvements under this Agreement ("**Median Association Transfer Date**"). Owner shall be responsible for its obligations under this Agreement as to the Private Improvements on the 2nd Avenue ROW Property described and depicted on **Exhibit "B,"** until the date that Owner closes escrow of the first residential lot in DRE Phase 84 (defined in **Exhibit "C"**) under the authority of the California Department of Real Estate Final Subdivision Public Report, at which time the Association shall assume all rights and obligations of Owner for the Private Improvements under this Agreement ("**2nd Avenue Association Transfer Date**"). Owner shall have no further rights or obligations under this Agreement for any matters arising after any Median Association Transfer Date as to the Private Improvement within the City owned Median ROW Property which the Association is deemed the Responsible Party and the Association will be deemed the sole Responsible Party under this Agreement as to such improvements. Owner shall have no further rights or obligations under this Agreement for any matters arising after any 2nd Avenue Association Transfer Date as to the Private Improvement within the 2nd Avenue ROW Property which the Association is deemed the Responsible Party and the Association will be deemed the sole Responsible Party under this Agreement as to such improvements. Each party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

7. As of the Maintenance Commencement Date, the Responsible Party shall, at its sole cost and expense, be responsible for maintaining the Private Improvements in accordance with the Declaration of Restrictions (CC&Rs) A Master Planned Community recorded on July 23, 2015, as Document No. 2015041008 in the records of Monterey County, California, as amended by a First Amendment recorded on August 11, 2015, as Document No. 2015044900, as further amended by a Second Amendment recorded on October 7, 2015, as Document No. 2015057565, as further amended by a Third Amendment recorded on May 27, 2016, as Document No. 2016028749, all recorded in the records of Monterey County, California, and any additional amendments thereto (collectively, the "**Declaration**") and all federal, state or local laws and regulations.

8. If the Responsible Party makes any material alterations to the Private Improvements (excluding typical maintenance and plant replacement), the Responsible Party shall gain the approval from the City prior to completing such material alterations, shall obtain permits necessary for such alterations, and provide as-built plans to the City within 2 weeks of completion of such alterations.

9. As of the date of this Agreement and continuing until terminated, the City hereby grants to Owner, for the benefit of the Responsible Party a right-of-entry onto the City Property to, maintain, repair and replace the Private Improvements in accordance with the requirements of the CC&Rs. The Responsible Party shall not interfere unreasonably with the City and the public use of the City Property except to the extent necessary to perform the maintenance tasks required pursuant to the CC&Rs. The Responsible Party shall be responsible for obtaining any permits and approvals necessary prior to performing any work on the City Property, including but not limited to, any approvals from any utility providers..

10. Insurance shall be required by Responsible Party as set forth in the 2005 Development Agreement for University Villages under Section 2.9.2.3, or the CC&Rs Section 8.3 as either of those agreements or restrictions may be amended, supplemented, restated, or replaced from time to time.

11. Indemnification. From and after the Maintenance Commencement Date, the Responsible Party shall indemnify, defend, protect, and hold harmless the City and any and all representatives of the City from and against all injuries, losses, claims, judgments, costs, expenses, liabilities or damages arising out of or in connection with this Agreement as set forth in the 2005 Development Agreement for University Villages Section 2.9.2.3 as to Owner, or as set forth in this Section 11 for Association, except to the extent such losses or liabilities are caused by the sole negligence or willful misconduct of the City. The indemnification obligations set forth in this Section 11 shall survive the termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, the Responsible Party shall have no indemnification obligation with respect to any all injuries, losses, claims, judgments, costs, expenses, liabilities or damages (including without limitation attorney's fees) because of or arising or resulting directly or indirectly from the gross negligence or willful misconduct of the City or any representative of the City.

12. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired.

13. This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a court of competent jurisdiction in the County of Monterey, State of California.

14. This Agreement may be executed in counterparts, each of which when taken together will constitute one fully executed original.

IN WITNESS THEREOF, the parties hereto have affixed their signatures as of the date first written above.

CITY OF MARINA,
a Municipal corporation

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: Layne Long
Its: City Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"
Legal Description of Common Area

REAL PROPERTY IN THE CITY OF MARINA, COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Parcels OS-3N.6, OS-3N.1, OS-3N.2, OS-3N.3, OS-3N.4, OS-3N.5, OS-3N.7, L3N.1, L3N.2, L3N.4, and L.3N.5 as shown on that certain Map entitled "Tract No. 1569 The Dunes on Monterey Bay Phase 3 North", filed for record on December 10, 2024, in Volume 24 of Maps, at Page 93 Official Records of Monterey County.

EXHIBIT "B"
Depiction of City Property

(Median Right of Way Property north of Plank between Ocean Bluff and Sand Dunes)

(2nd Avenue Right of Way Property West of 2nd Avenue Adjacent to Lots 761-768)

[Map Attached Hereto]

DRAFT

EXHIBIT “C”
Association Transfer Dates – DRE Phase

DRE Phase	Residential Lots in DRE Phase
Phase 89	Lots 832-836 and 854-857 as shown on that Map entitled “Tract No. 1569 The Dunes on Monterey Bay Phase 3 North”, filed for record on December 10, 2024, in Volume 24 of Maps, at Page 93 Official Records of Monterey County.
Phase 84	Lots 761-764 and 773-776 as shown on that Map entitled “Tract No. 1569 The Dunes on Monterey Bay Phase 3 North”, filed for record on December 10, 2024, in Volume 24 of Maps, at Page 93 Official Records of Monterey County.

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, _____, a 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(is), 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 _____

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, _____, a 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(ices), 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 _____

1972777.2

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 4, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
APPROVING AMENDMENT NO. 9 TO THE AGREEMENT BETWEEN
CITY OF MARINA AND SAVE THE WHALES OF SEASIDE,
CALIFORNIA, TO PROVIDE PROFESSIONAL SERVICES FOR THE
CITY OF MARINA'S STORM WATER PROGRAM, AUTHORIZING
THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING
AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE
CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY
ATTORNEY.**

REQUEST:

It is requested that City Council consider:

1. Adopting Resolution No. 2025-, approving Amendment No. 9 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program; and
2. Authorizing the Finance Director to make necessary accounting and budgetary entries; and
3. Authorizing the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

On February 5, 2013, the State Water Quality Control Board adopted new National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater permit requirements, requiring the City to submit a Notice of Intent for coverage under the new permit by July 1, 2013. The Permit term was for five years ending on June 30, 2018.

To fulfill the City's Program Management requirements, including its needed Public Education & Public Outreach (PE/PO) program under the current NPDES Phase II permit, the City contracted program support for the first two permit years with Save the Whales of Seaside, California.

At the regular meeting on December 15, 2015, the City Council adopted Resolution No. 2015-148, approving a one-year agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 3.

With the additive general Permit supplemental reporting to the expanding Stormwater Program requirements, staff sought to better evaluate the scope and value of the program's consultant support provided for the City's Stormwater Program. On November 2, 2016 staff issued a request for proposals (RFP) for Public Education and Outreach as well as Program Support for the additional permit elements.

At the regular meeting on March 7, 2017, the City Council adopted Resolution No. 2017-21, approving an agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 4 (**"EXHIBIT A"**).

At the regular meeting on November 7, 2017, the City Council adopted Resolution No. 2017-100, approving Amendment No. 1 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 5.

At the regular meeting on October 16, 2018, the City Council adopted Resolution No. 2018-121, approving Amendment No. 2 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 6.

At the regular meeting on October 15, 2019, the City Council adopted Resolution No. 2019-108, approving Amendment No. 3 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 7.

At the regular meeting on October 6, 2020, the City Council adopted Resolution No. 2020-135, approving Amendment No. 4 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 8.

At the regular meeting on October 19, 2021, the City Council adopted Resolution No. 2021-112, approving Amendment No. 5 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 9.

At the regular meeting on October 18, 2022, the City Council adopted Resolution No. 2022-126, approving Amendment No. 6 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 10.

At the regular meeting on October 17, 2023, the City Council adopted Resolution No. 2023-104, approving Amendment No. 7 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 11.

At the regular meeting on November 6, 2024, the City Council adopted Resolution No. 2024-127, approving Amendment No. 8 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 12.

ANALYSIS:

Since the adoption of the current Phase II Stormwater Permit in 2013, the permit requirements outline a steady increase in permit regulations per year. The City's Stormwater program has complied with the escalating permit requirements through a joint effort of City staffing and consulting services.

As summarized to the City Council at the December 15th, 2015 meeting, the Regional Water Board who regulates local agency's compliance to the Permit has enacted three additional provisions that affect local agencies during Permit Year 4 and 5: Industrial General Permit Requirements, the New Statewide Trash Policy Amendment, and Water Code Section 13267 Technical Report Order dated June 13, 2016 requiring an expanded pollutant reduction program. And for the last 9 permit years, the City's Stormwater program has effectively and efficiently responded to these new policies and requirements.

With the additive general Permit requirements as well as the supplementary requirements detailed above, staff has found Save the Whales as the most qualified consultant to manage the City's Phase II permit program for the remainder of Permit Year 13 (November – June 2025). The Regional Board allows approximately 4 months to produce the reporting requirements after each permit year. This means that the report-production period for Permit Year 13 will overlap with activities for the next Fiscal Year from July through October 2026.

For a list of permit requirements, see "Scope of Work" in the draft Amendment No. 8 to the Professional Services Agreement (**"EXHIBIT B"**).

City staff will oversee the amended scope to the agreement with Save the Whales to fulfill the requirements of the remaining Permit term, by providing, among other things, the necessary information needed for preparation of the annual report, and by ensuring compliance with the required staff training as part of the requirements of the current Phase II permit. The contract will also include the review of the new Draft Phase II permit's requirements and bring back to the Council the options and opportunities the City has for implementing its Program. The new Phase II permit is now expected to take effect in late 2026.

FISCAL IMPACT:

The total program costs for the professional services contract with Save the Whales for Permit Year 12 is \$164,341.00. The breakdown in the program budget is as follows:

Fiscal Year 25/26 Stormwater Program Budget

Permit Year 13, Program Costs	\$ 74,092.00
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Fiscal Year 26/27 Stormwater Program Budget

Permit Year 13, Program Costs & Annual Reporting	\$ 90,249.00
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Permit Year 11 Program Budget \$ 164,341.00

Should the City Council approve this request, adequate funds are available in the approved budget for Fiscal Year 2025/26 & 2026/27 activities in NPDES account No. 100.420.000.00-6370.540.

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 discussion and possible action.

Respectfully submitted,

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

REVIEWED/CONCUR:

Ismael Hernandez
Public Works Director
City of Marina

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING AMENDMENT NO. 9 TO THE AGREEMENT BETWEEN CITY OF MARINA AND SAVE THE WHALES OF SEASIDE, CALIFORNIA, TO PROVIDE PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM, AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, on February 5, 2013, the State Water Quality Control Board adopted new National Pollutant Discharge Elimination System (NPDES) Phase II Stormwater permit requirements, requiring the City to submit a Notice of Intent for coverage under the new permit by July 1, 2013. The Permit term was for five years ending on June 30, 2018, and;

WHEREAS, to fulfill the City's Program Management requirements, including its needed Public Education & Public Outreach (PE/PO) program under the current NPDES Phase II permit, the City contracted program support for the first two permit years with Save the Whales of Seaside, California, and;

WHEREAS, at the regular meeting on December 15, 2015, the City Council adopted Resolution No. 2015-148, approving a one-year agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 3, and;

WHEREAS, with the additive general Permit supplemental reporting to the expanding Stormwater Program requirements, staff sought to better evaluate the scope and value of the program's consultant support provided for the City's Stormwater Program. On November 2, 2016 staff issued a request for proposals (RFP) for Public Education and Outreach as well as Program Support for the additional permit elements, and;

WHEREAS, at the regular meeting on March 7, 2017, the City Council adopted Resolution No. 2017-21, approving an agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Program Permit Year 4 (**"EXHIBIT A"**), and;

WHEREAS, at the regular meeting on November 7, 2017, the City Council adopted Resolution No. 2017-100, approving Amendment No. 1 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 5, and;

WHEREAS, at the regular meeting on October 16, 2018, the City Council adopted Resolution No. 2018-121, approving Amendment No. 2 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 6, and;

WHEREAS, at the regular meeting on October 15, 2019, the City Council adopted Resolution No. 2019-108, approving Amendment No. 3 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 7, and;

WHEREAS, at the regular meeting on October 6, 2020, the City Council adopted Resolution No. 2020-135, approving Amendment No. 4 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 8, and;

WHEREAS, at the regular meeting on October 19, 2021, the City Council adopted Resolution No. 2021-112, approving Amendment No. 5 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 9, and;

WHEREAS, at the regular meeting on October 18, 2022, the City Council adopted Resolution No. 2022-126, approving Amendment No. 6 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 10, and;

WHEREAS, at the regular meeting on October 17, 2023, the City Council adopted Resolution No. 2023-104, approving Amendment No. 7 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 11, and;

WHEREAS, at the regular meeting on November 6, 2024, the City Council adopted Resolution No. 2024-127, approving Amendment No. 8 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program Permit Year 12, and;

WHEREAS, since the adoption of the current Phase II Stormwater Permit in 2013, the permit requirements outline a steady increase in permit regulations per year. The City's Stormwater program has complied with the escalating permit requirements through a joint effort of City staffing and consulting services, and;

WHEREAS, as summarized to the City Council at the December 15th, 2015 meeting, the Regional Water Board who regulates local agency's compliance to the Permit has enacted three additional provisions that affect local agencies during Permit Year 4 and 5: Industrial General Permit Requirements, the New Statewide Trash Policy Amendment, and Water Code Section 13267 Technical Report Order dated June 13, 2016 requiring an expanded pollutant reduction program. And for the last 9 permit years, the City's Stormwater program has effectively and efficiently responded to these new policies and requirements, and;

WHEREAS, with the additive general Permit requirements as well as the supplementary requirements detailed above, staff has found Save the Whales as the most qualified consultant to manage the City's Phase II permit program for the remainder of Permit Year 13 (November – June 2026). The Regional Board allows approximately 4 months to produce the reporting requirements after each permit year. This means that the report-production period for Permit Year 13 will overlap with activities for the next Fiscal Year from July through October 2026. For a list of permit requirements, see "Scope of Work" in the draft Amendment No. 9 to the Professional Services Agreement ("**EXHIBIT B**"), and;

WHEREAS, City staff will oversee the amended scope to the agreement with Save the Whales to fulfill the requirements of the remaining Permit term, by providing, among other things, the necessary information needed for preparation of the annual report, and by ensuring compliance with the required staff training as part of the requirements of the current Phase II permit. The contract will also include the review of the new Draft Phase II permit's requirements and bring back to the Council the options and opportunities the City has for implementing its Program, and;

WHEREAS, the total program costs for the professional services contract with Save the Whales for Permit Year 13 is \$164,341.00. Should the City Council approve this request, adequate funds are available in the approved budget for Fiscal Year 2025/26 & 2026/27 activities in NPDES account No. 100.420.000.00-6370.540. 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 Council of the City of Marina hereby:

1. Approve Amendment No. 9 to the agreement between the City of Marina and Save the Whales of Seaside, California, to provide professional services for the City of Marina's Storm Water Permit Program, and;
2. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
3. Authorize the City Manager to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 4th day of November 2025, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A TO STAFF REPORT

CITY OF MARINA AGREEMENT FOR PROFESSIONAL SERVICES FOR THE CITY OF MARINA'S STORM WATER PROGRAM

THIS AGREEMENT is made and entered into on May 4, 2017, by and between the City of Marina, a California charter city, hereinafter referred to as the "City," and Save the Whales of Seaside, California hereinafter referred to as the "Contractor." City and Contractor are sometimes individually referred to as "party" and collectively as "parties" in this Agreement.

Recitals

- A. City desires to retain Contractor for professional services associated with the City of Marina's Storm Water Permit Program (Program) – Contractor shall provide general assistance as requested on issues pertaining to City Program and shall perform other support services for City as determined by the City Engineer, to assist the City in complying with State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 (hereafter, "Phase II Permit")
- B. Contractor represents and warrants that it has the qualifications, experience and personnel necessary to properly perform the services as set forth herein.
- C. City desires to retain Contractor to provide such services.

Terms and Conditions

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

1. Scope of Work.

(a) Contractor is hereby hired and retained by the City to work in a cooperative manner with the City to fully and adequately perform those services set forth in Exhibit "A" attached hereto ("Scope of Work") and by this reference made a part hereof. The Scope of Work in Exhibit "A" is referencing compliance requirements under the Phase II Permit. With thirty (30) days prior written notice to Contractor, City may elect to delete certain tasks of the Scope of Work at its sole discretion, as provided in Section 4 to this Agreement.

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

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

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

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

2. Term of Agreement & Commencement of Work.

(a) Unless otherwise provided, the term of this Agreement shall begin on the date of its full execution and shall expire upon the earlier of October 30, 2018 or thirty (30) days after the issuance of the City's WDRs by the RWQCB. Upon the issuance of the WDRs to the City, the City may elect not to terminate this Agreement, and to otherwise have Contractor continue with all or parts of the Scope of Work in order for the City to comply with certain elements of the issued WDRs, but in no event shall this Agreement extend beyond October 30, 2018, unless extended by written amendment by the parties hereto. In the event the City determines to continue with all or certain elements of the Scope of Work to comply with its WDRs, the City, within fifteen (15) days from the date of the issuance of the WDRs, shall provide written notice to Contractor of those services under the Scope of Work the City has determined to continue to have Contractor provide. The date of full execution is defined as the date when all of the following events have occurred:

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

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

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

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

(b) Contractor shall commence work on the Project on or by March 8, 2017, or the date of full execution, whichever is later. This Agreement may be extended upon written agreement of both parties. At the City's election, Contractor may be required to prepare a more detailed schedule than the general schedule contained in Exhibit A hereto, for the work to be performed, which detailed schedule shall be approved by the City and made a part of Exhibit A. Once approved by the City, Contractor shall perform the work in accordance with the approved detailed schedule.

3. Compensation.

(a) City liability for compensation to Contractor under this Agreement shall only be to the extent of the present appropriation to fund this Agreement. For services to be provided under this Agreement City shall compensate Contractor in an amount not to exceed seventy three thousand seven hundred and thirty dollars (\$73,730.00), in accordance with the provisions of this Section and the Cost Estimate attached hereto as Exhibit B and incorporated herein by this reference

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

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

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

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

4. Termination, Suspension or Deletion of Tasks.

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) days written notice of intent to terminate, and (2) provided an opportunity for consultation with the terminating party prior to termination.

(b) If termination for default under subsection (a) above is effectuated by the City, Contractor shall be compensated for services actually rendered and expenses incurred prior to the termination except that any payment due the Contractor at the time of termination may be adjusted to cover any additional fees, costs, damages, expenses or liabilities to the City because of the Contractor's default. If after the termination for failure of Contractor to fulfill its contractual obligations, it is determined that the Contractor had in fact fulfilled its contractual obligations, the termination shall be deemed to have been for the convenience of the City.

(c) The City may terminate or suspend all or any part of this Agreement at any time for its convenience and at the City's sole discretion, upon not less than thirty (30) days prior written notice to Contractor, including electing to delete certain tasks under the Scope of Work. Not later than the effective date of such termination, suspension or deletion of tasks from the Scope of Work, Contractor shall discontinue all affected work and deliver all affected work product and other related documents, whether completed or in progress, to the City.

(d) If termination for default is effectuated by the Contractor, or if termination, suspension or deletion of tasks from the Scope of Work for convenience is effectuated by the City, Contractor shall be compensated for services actually rendered and expenses incurred prior to the termination, suspension or deletion of tasks, in addition to any termination settlement costs reasonably incurred by Contractor relating to written commitments that were executed prior to the termination.

5. Project Administrator, Project Manager & Key Personnel.

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

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

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

6. Delegation of Work.

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

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

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

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

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

9. Ownership of Data. Unless otherwise provided for herein, all documents, material, data, drawings, plans, specifications, computer data files, basis for design calculations, engineering notes, and reports originated and prepared by Contractor, or any subcontractor of any tier, under this Agreement shall be and remain the property of the City for its use in any manner it deems appropriate. Contractor agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or intellectual property rights in favor of the City. Contractor shall provide two (2) sets of reproducible of the above-cited items, except for the computer data files which shall consist of one (1) set. Contractor shall use all reasonable efforts to ensure that any electronic files provided to the City will be compatible with the City's computer hardware and software. Contractor makes no representation as to long-term compatibility, usability or readability of the format resulting from the use of software application packages, operating systems or computer hardware differing from those in use by the City at the commencement of this Agreement.

Contractor shall be permitted to maintain copies of all such data for its files. City acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work and, should City use these products or data in connection with additions to the work required under this Agreement or for new work without consultation with and without additional compensation to Contractor, Contractor makes no representation as to the suitability of the work product for use in or application to circumstances not contemplated by the Scope of Work and shall have no liability or responsibility whatsoever in connection with such use which shall be at the City's sole risk. Any and all liability arising out of changes made by the City to Contractor's deliverables is waived against Contractor unless City has given Contractor prior written notice of the changes and has received Contractor's written consent to such changes.

10. Conflict of Interest.

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

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

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

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

12. Non-Discrimination.

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

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

13. Indemnification & Hold Harmless.

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

(b) To the fullest extent permitted by law (including without limitation California Civil Code Sections 2782.8), when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, Contractor shall indemnify, protect, defend (with independent counsel reasonably acceptable to the City) and hold harmless City and any Indemnified Party for all Liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional, or the acts or omissions of an officer, employee, agent or subcontractor of the design professional. The design professional's obligation to defend and indemnify applies unless it is adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party the design professional's indemnification obligation (but not its defense obligation) shall be reduced in proportion to the established comparative liability.

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

(d) If any action or proceeding is brought against any Indemnified Party by reason of any of the matters against which the Contractor has agreed to defend the Indemnified Party, as provided above, Contractor, upon notice from the City, shall defend any Indemnified Party at Contractor's sole expense by counsel reasonably acceptable to the City. An Indemnified Party need not have first paid for any of the matters to which it is entitled to indemnification in order to be so defended. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City for reimbursement of reasonable attorney's fees and defense costs.

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

14. Insurance.

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

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

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

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

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

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

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

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

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

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

20. **Compliance With Laws.**

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

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

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

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

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

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

To Contractor: Maris Sidenstecker
 Save The Whales
 1192 Waring Street
 Seaside, CA 93955
 Fax (831) 394-5555

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

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

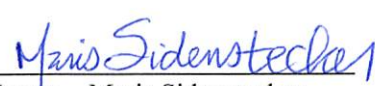
24. **Force Majeure.** Notwithstanding any other provisions hereof, neither Contractor nor City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond Contractor's or the City's control. Such causes include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

25. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.
26. **Successors and Assigns.** All of the terms, conditions and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.
27. **Authority to Enter Agreement.** Contractor has all requisite power and authority to conduct its business and to execute, deliver and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective party.
28. **Waiver.** A waiver of a default of any term of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.
29. **Severability.** Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement will continue as modified.
30. **Construction. References. Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
31. **Advice of Counsel.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of this Agreement.
32. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
33. **Time.** Time is of the essence in this contract.
34. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters as set forth in this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. The exhibits attached hereto are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

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

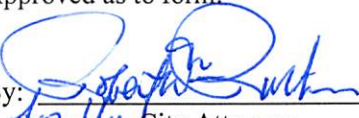
CITY OF MARINA

CONTRACTOR

By:  By: 
Name: Layne P. Long Name: Maris Sidenstecker
Its: City Manager Its: Project Manager

Date: 5/4/17 Date: 4/20/17

Approved as to form:

By: 
for the City Attorney

Attest: 
Deputy City Clerk

Resolution No. 2017- 21



City of Marina Stormwater Program Detailed (Revised - Reduced 2/10/17) Scope of Work - (RFP #4 / "D1, 2, 3, 4") Stormwater Program Services (PE/PO) Year 4 (2016 - 2017) Revised Proposed Task to Complete										
Reference		Permit Element / Time Schedule / BMP Classification				Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)		(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
1 Task 1: Provide Program Outline to meet NPDES Permit Requirements										
3	E.7.a.i/ii.(c,d,e,g,h,l,k,l,m)	Throughout	4&5	Internet Updates: Provide as needed updates for City's stormwater public education and outreach program website, facebook and etcetera.		ECS / STW	Updates provided to City representative as needed and overview in Annual Report.	10	86	860
6	E.7.a.i/ii.(d); E.8.i/ii.c/etc	Spring	4&5	Storm Drain Labeling: Continue City's existing storm drain inlet labeling program and litter cleanup of inlets to engage public participation.		STW	Label storm drains and provide details in Annual Report to City.	30	86	2580
11	E.7.a.ii.(c,d,f)	Winter	4&5	Restaurants: Visit 10-12 restaurants, distribute proportional number of pieces of bilingual educational materials (<i>posters, brochures, and link to online BMP in English and Spanish</i>).		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	4	86	344
12	E.7.a.i/ii.(i)	Spring - Fall	4&5	IPM: Continue distribution of "Our Water Our World" Integrated Pest Management materials through public events, and partner with MRWMD workshops, participate in at least 1 event at Last Chance Mercantile. The focus is to show examples of alternatives to pesticides. The goal is to reach 20-40 people through events; report on increase/decrease in sales of "natural insecticides" from box store corporate headquarters.		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	8	86	688
13	E.7.a.i/ii.(j)	Spring - Fall	4&5	Schools: Provide environmental place-based learning in schools with hands-on presentations for grades K-3 and 4-12, with materials to effectively educate school-age children about storm water runoff, marine life in the MBNMS, and how they can help protect the environment (<i>groundwater and coastal areas</i>). Partner with MRWMD to provide an assembly on protecting wildlife, recycling, and litter issues. Contact schools and principals for programs. For grades 4-12, pre-and post-student evaluations will be collected, tabulated, and analyzed for effectiveness in the annual report. All teachers who receive a program for their students will be asked to evaluate the presentation.		STW	Implement annually, and provide list to City in Annual Report and updates as necessary.	30	86	2580
17	E.7.a.ii.d	Throughout	4&5	Movie, Radio, Print: Continue existing PE / PO messaging using a multi-pronged approach (<i>print, radio, movie ad</i>) in applicable languages. Recommend substituting TV ad approach (<i>from MRSWMP</i>) to radio ads (<i>English and Spanish</i>) and digital movie ad (<i>already produced</i>) at local theater to run during blockbuster movie season in winter or summer. Number of patrons reached via radio and movie ads to be reported annually.		STW	Throughout the Contract Term, and provide overview and results to City in Annual Report, and updates as necessary.	40	86	3440
Incurred in FY 17/18 Budget										
19	E.7.a.ii.c	fall	4&5	Workshops: Recommend changing this to Annual Council presentation - program updates and a look ahead approach.		ECS / STW	Annually, and provide overview and results to City in Annual Report.	12	86	1032



Reference				Permit Element / Time Schedule / BMP Classification	Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:			Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)	(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
20	E.7.b.1.i/ii.(a-e)	Spring	4&5	IDDE Training: Develop, implement staff training program for staff that as part of their normal job responsibilities, may be notified of, come into contact with, or otherwise observe an illicit discharge or illegal connection to the storm drain system. This task item will include: (c) Follow-up training as needed to address changes in procedures, techniques, or staffing. (d) Annual assessment of staff's knowledge of illicit discharge response and refresher training as needed. (e) Train all new staff that as part of their normal job responsibilities that may be notified of, come into contact with, or otherwise observe an illicit discharge or illegal connection to the storm drain system within 6 months of hire date. Also, to manage cost with this Permit Element (E.7.b.1.i/ii.(a-e) IDDE) should be combined with E.7.b.3.i/ii-MO/GH training. These trainings will incorporate the unique aspect of Marina, specifically that no outfalls discharge to a waterway, and all percolation ponds in town are designed to replenish the communities drinking water supplies, thus the concept of if you don't want to drink it, then do not put it on the ground.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	50	86	4300
21	E.7.b.1.i/ii.(f)	Summer	4+	IDDE Info: All City vehicles equip with a laminated flyer on: how to address an illicit discharge and / or spill, who to report the discharge / spill too based upon the type of discharge / spill, the procedures for reporting an illicit discharge, additional agencies that must be notified based upon discharge / spill type, and various tips on documenting the discharge / spill to ensure that appropriate follow-up can occur.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	18	86	1548
24	E.7.b.3.i/ii	fall	4+	MO/GH Training: Train appropriate employees on how to incorporate pollution prevention / good housekeeping techniques into Permittee operations and conduct knowledge assessment in alternate years. Train all new hires within 1 year of hire date. For contractors performing Operations and Maintenance work (i.e. sewer / water line replacements) they will receive a fact sheet on appropriate stormwater BMPs for that work activity. Respondent shall conduct random in the field assessments at least 4 times a year of O&M work being performed. These assessments shall coincide with other work being performed in order to manage cost. Also, to manage cost combine this task with IDDE training (E.7.b.1.i/ii.(a-e) IDDE)	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	60	86	5160
Incurred in FY 17/18 Budget									
25	E.8.i.ii.(a-d)	Throughout	4&5	Event: As required public participation and involvement program shall encourage volunteerism, public comment and input on policy, and activism in the community. With this in mind Respondent shall coordinate, engage and lead the public in numerous events and/or sponsor partner events; such as coastal clean-up, pet poo markers installation, clean-up of debris and trash at local parks (at least 4 events annually), dune plant restoration, bi-annual Marina tree and garden club garden tour. Respondent shall engage the public via existing well established contacts with CSUMB and local environmental groups through Respondent's website, facebook, the City's website and via word of mouth recruitment at local community events, such as, farmers markets and etcetera. Respondent routinely solicits public input on program materials via each and every outreach material. Note: Some aspects of these tasks are carry-overs from the MRSWMP program.	ECS / STW	Throughout the year, and provide overview of results to the City as needed and in Annual Report.	21	86	1806
26	E.8.i.ii.(e)	Throughout	4&5	IRWMP: Respondent shall participate on behalf of client in monthly and / or quarterly IRWMP meetings and associated watershed-level planning efforts, if applicable. The time provided is just an estimate	ECS	As needed, and provide updates to City as needed and overview in Annual Report.	21	86	1806



Reference				Permit Element / Time Schedule / BMP Classification		Scope of Services By (#3 RFP/D2)	Anticipated Deliverables (RFP # 5 / D4)	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)			(RFP # 5 / D4)	(RFP # 8 / E1)		
30	E.11.a/c	Summer	4	MO/GH Inspections: Conduct an annual review and assessment of all municipally owned and/or operated facilities to determine potential to impact storm water quality and eventually ground water. These annual assessments will be fully documented, including photographs with recommendations.		ECS	Conduct inspections annually, and provide updates to City as needed and overview in Annual Report.	50	86	4300
31	E.11.d	Summer	4	MO/GH SWPPP: Develop SWPPP for municipally owned and / or operated pollutant hotspots where Hazardous Materials Business Plan, Spill Prevention Plan, or other equivalent document does not already exist. Estimate 1 plan will be required and / or review and updates of at least two current HMBPs and /or SPPs.		ECS	Develop SWPPP and / or modify existing equivalent facility document (i.e. HMBP or SPCC Plan), and provide updates to City as needed and overview in Annual Report.	60	86	5160
Incurred in FY 17/18 Budget										
33	E.11.g	Winter-Summer	4&5	Trash TMDL: Since the City does not have any outfalls that discharge to a US waterway (Note caveat regarding vernal pools on Dune side of Freeway), but which instead discharge to "Percolation Ponds" it is Respondent's position that this situation meets the Track 1 objectives of the Trash TMDL Policy. Thus, with this in mind, Respondent proposes the following tasks which will follow receipt of the Central Coast RWQCB's 13267 or 13383 Notice: 1) Enter into discussions with the CCRWQCB demonstrating that the City's "Percolation Ponds" meet and fulfill the Track 1 objectives. 2) Within 3 months of receipt of the CCRWQCB Notice, issue a Notice of Intent to implement and / or codify the Track 1 approach. 3) Upon RWQCB approval, Respondent will develop a written program / plan that documents the City's current efforts, including data from extracting and weighing refuse (i.e. garbage, if already available from City data) from the Percolation Ponds by City immediately following the rainy season when the ponds are dry and just before the rainy season. This data will enable the development of a compliant Trash TMDL Plan or actually demonstrate that this approach again meets the objectives of Track 1. This data will begin the formal process to document efforts associated with the Monitoring and Reporting element of the Track 1 approach. 4) Although not required, Respondent recommends that an outreach program concerning garbage be implemented in high prone trash areas based upon data compiled during years 4 or 5. Note that the time estimated is based upon a reasonable response from the Central Coast RWQCB, thus the time required may be less than estimated or more and thus for this line item the cost can not be a not to exceed amount. In addition, the time projections herein do not include actual implementation and monitoring long term.		ECS	Step 1: Discuss with CC RWQCB to propose simply documenting City's current efforts which meet Track 1 requirements via the Percolation Ponds. Then develop a Plan (Written Document) that simply documents current efforts, plus long term tracking of waste collected during annual cleanings of the Percolation Ponds. Annual monitoring and reporting is a City obligation. Note, the time and cost estimate assumes that the CC RWQCB will agree to this proposal, if not then we will have to explore other options with the City.	45	86	3870
35	E.12.g.ii.(c/d)	Winter	5	PCR Outreach: The City of Marina is unique in that it requires 100% infiltration which far exceeds the requirements of the Central Coast PCRs. Thus, all necessary outreach materials developed will need to stipulate 100% infiltration in relation to Permittee's efforts in education and outreach supporting implementation of LID requirements for new and redevelopment projects. However, the City already has developed and is using numerous forms and informational handouts that achieve this Permit requirement. It is Respondent's position that a simple fact sheet directing interested parties, builders, contractors and developers is necessary at this juncture		ECS / STW	Develop informational handout that outlines City's PCRs and includes links to useful documents found on-line. A draft will be prepared and sent to the City Representative for review and approval. Upon City approval it will be emailed out to all project LRPs that currently have an active WDID # / SWPPP project. An overview of this task will be provided to the City in the Annual Report.	45	86	3870



Reference				Permit Element / Time Schedule / BMP Classification		Scope of Services By	Anticipated Deliverables	Revised Fee Proposal		
Ref No.	Permit	ETA Date	Permit Year	Task / Recommendation - Respondent Shall:				Est Hrs	Rate	PY-4 2016/17
n/a	n/a	(RFP # 2 / D1)		(RFP # 4 - D3)		(#3 RFP/D2)	(RFP # 5 / D4)	(RFP # 8 / E1)		
37	E.14.a-b	Summer-fall	4&5	PEAIP: As applicable to the scope of work expressed within the RFP, specifically in regards to Public Education and Outreach Respondent will annually prepare and submit an effectiveness assessment analysis with recommendations based upon the iterative process to the MEP principle to City.		ECS / STW	The PEAIP will be submitted annually to the City for review and consideration.	65	86	5590
Incurred in FY 17/18 Budget										
38	E.15	n/a	n/a	Not applicable to this RFP, nor to the City of Marina.		n/a	n/a			
39	All	As needed	4 & 5	Print cost shall be at actual cost, plus 20% administrative overhead. Estimate of total print cost at 6,000 materials per year.		ECS / STW	Updates will be provided in Monthly billings to City.			4680
41	E.14	Spring	2016	13267 Notice - 6/13/16: Prior to commencing with the work task in items 42-47 Respondent recommends discussing the applicability of the 13267 Notice to the City, since the focus is pollutant loads discharging to waters of the US and nearly all of City's outfalls discharge to "Percolation Ponds" and there are no WOTUS in the City (Note, caveat on Vernal Pools). Thus, this line item includes roughly 50 hours of dedicated discussion time with the Central Coast RWQCB.		ECS	Upon City approval coordinate joint meeting with Central Coast RWQCB. Demonstrate non-applicability to City and as a last effort discuss option other options. City Representative will be updated routinely for input and direction as this task item proceeds. In addition, an overview of this task item will be provided in the Annual Report. For additional details refer to cell to left.	50	86	4300
48	Task 1: Subtotal								\$	57,914
49										
50	Task 2: Reports									
Incurred in FY 17/18 Budget										
51	E.7 / E.8	fall	4&5	Annual Reports: Respondent shall prepare and submit all applicable Annual Report sections related to Public Education / Outreach (E.7) and Public Involvement / Participation (E.8) deliverables		ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.	80	86	6880
52	All	Throughout	4&5	Extra Reports: Respondent shall prepare and submit all other Annual Report Sections as directed by the CITY in compliance with the existing PERMIT at an hourly rate of:		All	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.			
53	Task 2 Subtotal:								\$	6,880



55 Task 3: Project Coordination Meetings and Project Management										
56	All	Throughout	4&5	Meetings - Client: Respondent shall meet with client monthly at dates and times designated by Client as needed. It is estimated that 16 meetings will take place each calendar year. As noted in the RFP project meetings shall include a manager for a half day, with meeting minutes and other associated costs, such as travel expenses included.	All	Annual overview to be provided in Annual Report with highlights.	54	86	4644	
57	All	Throughout	4&5	Meetings - RWQCB: Respondent shall meet with RWQCB as needed to ensure program compliance. At this time, Respondents estimates a total of 6 meetings, plus attending 6 regional training workshops on both the new Trash TMDL Policy and the 13267 Notification program requirements. Thus, it is estimated that 12 meetings / workshops will be attended at 3 hours each.	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.	11	86	946	
58	All	Throughout	4 & 5	Project Management: Respondent shall provide effective Project Management throughout the entire project to ensure that quality programs are developed, implemented and managed, along with associated necessary quality documents on time and within budget. Program management and overall overhead related to this RFP is estimated .08% of the total cost above and adjusted to account for a 4 month period apx. This line item also covers providing updates on other relevant permits	ECS / STW	As needed and an overview to be provided in Annual Report with highlights.			3346	
59 Task 3 Subtotal:									\$	8,936
TOTAL									\$	73,730
Key: Con = Construction, IDDE = Illicit Discharge Detection and Elimination, MO/GH = Municipal Operations and Good Housekeeping, PE/PO = Public Education / Public Outreach, PP/PI = Public Participation and Public Involvement & PCR = Post Construction Requirements. Key: ECS = Environmental Compliance Specialist, 2ND = 2ND Nature, STW = Save the Whales Revised Fee Schedule - Reflects a postponement of various task to the next Permit Term (Year 5 - 2017-2018) and / or a reduced workload to account for a 4 - 5 month schedule. Note: For 13267 requirements note estimated fee assumes that all necessary data has already been gathered and organized for preparing appropriate responses. If all necessary data is not already gathered and organized Respondent will discuss next reasonable steps with City. Note: Since the 6/13/16 "13267 Notice" focus is discharges to WOTUS which technically is not applicable to the City of Marina since all outfalls discharge to either privately and / or publicly owned "Percolation Ponds". Thus, the City achieves 100% capture and 100% percolation, excluding evaporation of all storm water within the City, thus it is reasonable to assume that pollutant load reductions will be 100% which is the ultimate goal of any stormwater / water quality program. Thus, these requirements may not completely apply beyond mapping the system with defensible data reflecting 100% capture. This position will need to be discussed with the Central Coast RWQCB. However, if the Central Coast RWQCB disagrees with this position, then the estimates provided are to fulfill the requirements of the 13267 Notice. If the Central Coast RWQCB agrees with this position, then a huge savings to the City. Note: This is a "Not to Exceed" Fee based proposal. As always, the approach is time and materials and if the total estimated amount is not utilized than those remaining funds will be available for other program element assistance at the discretion of Client's representative or simply will not be used.										

EXHIBIT B

COSTS

Proposed costs are provided below.

Permit Year 4	\$73,730.00
Program Contract Budget	\$73,730.00

Environmental Compliance Specialist & Save The Whales Hourly Rate Structure 2017 (RFP #B3/G2)

<u>Title</u>	<u>Hourly Rate</u>
P.E. Services	\$ 135
Principal / Management Services	86
GIS Specialist	86
Grant Writer - Grant Writing Services	86
Plan Examiner - SWPPP Plan Review Services	86
Inspector - Site Inspection Services (Construction & Commercial / Industrial)	86
Administrative Support Services	55
Extra Meetings each at: 5 Hour Minimum	110 \$ 550
Print Cost Current rate \$0.65 per page	
Postage At current rate.	

2ND Nature, LLC Hourly Rate Structure 2017 (RFP #B3/G2)

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$ 172
Senior Scientist III	140
Senior Scientist II	130
Senior Scientist I	110
Science Associate III	95
Science Associate II	85
Science Associate I	75
Software Programmer II	115
Software Programmer I	95
Administration	\$ 55

Exhibit C - Insurance

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

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

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

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

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

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

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

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

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

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

Contractor and City further agree as follows:

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

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

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

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

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

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

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

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

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

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

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

l) Contractor agrees to require all subcontractors or other parties hired for this Project to provide workers' compensation insurance as required herein and general liability insurance naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to

charge back to City the cost of insurance required by this Agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, will be submitted to City for review. Contractor acknowledges that such contracts or agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of City to request copies of such agreements will not impose any liability on City, its Council, boards and commissions, officers, employees, agents and volunteers.

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

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

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

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

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

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

City of Marina Stormwater Program														EXHIBIT B TO STAFF REPORT								
Detailed Scope of Work - Stormwater Program Management Services (PE/PO)																						
Year 13 (2025 - 2026) Proposed Task to Complete Revised (Version 1) [Revised 2/25/25]																						
Reference			Permit Element / Time Schedule / BMP Classification					Scope of Services By	Anticipated Deliverables		Fee Proposal											
Ref No.	Permit	Page #	MCM	Task	Schedule	Task / Recommendation - Respondent Shall:					Est Hrs	Rate	Total Nov 1, 2025 - June 30, 2026		Total July 1 - Oct 31, 2026							
1	Task 1: Program Management Element																					
2	E.6	25-	PE/PO	Internet Updates	PME	Program Management Element - Legal Authority, Municipal Code Review, Recommendations where Warranted and Etcetera																
3	E.6	On-going	PME	Project Management	Throughout	Project Management: Respondent shall provide effective Project Management throughout the entire project to ensure that quality programs are developed, implemented and managed, along with associated necessary quality documents on time and within budget. Program management and overall overhead related to this RFP is estimated .08% of the total cost above.							ECS / STW	As needed and an overview to be provided in Annual Report with highlights.			95	\$ 3,420.00	\$ 3,420.00			
4	E.6	20-	PME	Project Management	Throughout	Meetings - RWQCB: Respondent shall meet with RWQCB as needed to ensure program compliance. At this time, Respondents estimates a total of 4 meetings, plus attending 4 regional training workshops on the new NPS, AG Permit and proposed Pesticide Permit. Thus, it is estimated that 8 meetings / workshops will be attended at 3 hours each.							ECS / STW	As needed and an overview to be provided in Annual Report with highlights.		24	95	1,140.00	1,140.00			
5	E.6	20-	PME	Project Management	Throughout	Coordination and Oversight of Other Environmental Services Providers, and etc.							ECS / STW	As needed, but estimated at:		36	95	1,710.00	1,710.00			
6	E.6.a.i-ii.a-j	20-	PME	Project Management	As needed	Legal Authority - Review Municipal Code to Ensure It Meet new Regulatory Needs (i.e. NPS, Ag Permit, proposed Pesticide Permit, New Phase II Permit, New CGP and Other Relevant Permits), Etc.							ECS	Review Municipal Code		0	0	On hold	On hold			
7	E.6.c	20-	PME	Project Management	As needed	ERP - Enforcement Response Plan - Review and update as necessary, specific to item # 1 above							ECS	Review Municipal Code		0	0	On hold	On hold			
8	E.6	n/a	PME	Project Management	Special Project	New Permits: Based upon proposed, new or updated Permits that may impact City requirements. New MS4 Permit, proposed updates to Ag Permits, Pesticide Use Permits, various other permits anticipated. If not required, then will not be implemented.							ECS			120	95	6,650.00	6,650.00			
9	E.6		PME	Project Management	General Overhead	Program Overhead: Accounting, book-keeping, billing, coordination of project team, indirect cost based on a per project cost (e.g., mileage, insurance, professional certifications, pdh/ceu mandatory trainings, volunteer recruitment / training)							STW	Save the Whales Overhead		105.25	95	4,999.38	4,999.38			
10	E.6		PME	Project Management	NONA	NONA or Equivalent Approach: If City elects to pursue the NONA or equivalent approach to the stormwater management program, legal fees under a separate contract could be between \$50,000-\$75,000 for the year.							ELG	Environmental Law Group (Separate Contract)		150	500	tbd	tbd			
11	Subtotal					Task 1: Program Management Element														17,919.38		17,919.38

12 Task 2 Public Education and Outreach Element & Public Participation and Involvement Element													
13	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element							
14	E.7.a.i/ii.(c,d,e,g,h,i,k,l,m)	25-	PE/PO	Internet Updates	Throughout	Internet Updates: Provide as needed updates for City's stormwater public education and outreach program website, facebook, CBSM and etcetera.	ECS / STW	Updates provided to City representative as needed and overview in Annual Report.	20	95	950.00	950.00	
15	E.7.a.i/ii.(c,d,e,g,h,i,k,l,m)	MRSWMP	PE/PO	Print Adds	On-Hold	Print Ads: Develop and run print ads with impressions on various program topics targeting specific audiences and specific pollutants of concern. This task line item is specifically a MRSWMP carry-over item. CBSM versions can be substituted in.	STW	Updates provided to City representative as needed and overview in Annual Report.	0	0	On hold	On hold	
16	E.7.a.i/ii.(c,d,e,g,h,i);	25	PE/PO	Multiple Languages	On-Hold	Multi-Languages: Expand at least 2 existing outreach materials (<i>Type To Be Determined</i>) per year to Spanish & an Asian dialect (i.e. Korean) to meet the goals of council (<i>2015</i>) and community needs. Messaging to include at a minimum how to report illicit discharges, water efficient landscaping items, water conservation ideas, proper pesticide / fertilizer and herbicide application, solid waste - litter control (<i>Trash TMDL requirement</i>) and additional items as directed and/or as necessary.	ECS / STW	Translate two brochures per year, update City accordingly and provide overview in Annual Report.	40	95	1,900.00	1,900.00	
17	E.7.a.i/ii.(d); E.8.i/ii.c/etc	25	PE/PO	Storm Drain Labeling	Spring	Storm Drain Labeling: Continue City's existing storm drain inlet labeling program and litter cleanup of inlets to engage public participation.	STW	Label storm drains and provide details in Annual Report to City.	25	95	1,187.50	1,187.50	
18	E.7.a.i/ii.(d); E.8.i/ii.c/etc	27	PE/PO	Storm Drain Labeling	Spring	Storm Drain Emblems: Supplies for storm drain emblems per year.	STW	n/a			276.16		
19	E.7.a.i/ii.(f)/ (c,d,e,g,h,i)	25	PE/PO	Material Distribution	Winter	Distribute educational materials determined by City. Recommend distribution at City Hall, library, community centers, public events (<i>i.e. farmers market, Marina Earth Day, Labor Day, Veteran's Day Celebration, Marina Tree and Garden events, etc.</i>) participate in four (4) events a year. Also, recommend distribution via regulatory compliance actions. Materials can be distributed via email (Businesses in particular), and/or via community based social marketing techniques, including print, internet (facebook, twitter and etc.). In the converse the Marina Annual Pet Program Contest can be done.	STW	Distribute materials to select facilities 4 times year and at noted events annually. Provide results to City in Annual Report and updates as necessary.	40	95	1,900.00	1,900.00	
20	E.7.a.ii.(c,d,f)	26	PE/PO	Restaurants (MRSWMP)	Winter	Restaurants: Visit 10-12 restaurants, distribute proportional number of pieces of bilingual educational materials (<i>posters, brochures, and link to online BMP in English and Spanish</i>).	STW	Implement annually, and provide list of facilities visited to City in Annual Report and updates as necessary.	15	95	712.50	712.50	
21	E.7.a.i/ii.(i)	26	PE/PO	Pesticides, herbicides, and fertilizers	Spring - Fall	IPM: Continue distribution of "Our Water Our World" Integrated Pest Management materials through public events, and partner with MRWMD workshops, participate in at least 1 event at Last Chance Mercantile. The focus is to show examples of alternatives to pesticides. The goal is to reach 20-40 people through events; report on increase/decrease in sales of “natural insecticides” from box store corporate headquarters.	STW	Implement annually, and provide list of facilities visited to City in Annual Report and updates as necessary.	0	0	On hold	On hold	
22 Task 2 Public Education and Outreach Element & Public Participation and Involvement Element													

23	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element							
24	E.7.ai/ii.(j)	26	PE/PO	Schools	Spring - Fall	Schools: Provide environmental place-based learning in schools with hands-on presentations for grades K-3 and 4-12, with materials to effectively educate school-age children about storm water runoff, marine life in the MBNMS, and how they can help protect the environment (<i>groundwater and coastal areas</i>) . Partner with MRWMD to provide an assembly on protecting wildlife, recycling, and litter issues. Contact schools and principals for programs. For grades 4-12, pre-and post-student evaluations will be collected, tabulated, and analyzed for effectiveness in the annual report. All teachers who receive a program for their students will be asked to evaluate the presentation. The goal is to move this to a Zoom, Teams or equivalent platform during the pandemic	STW	Implement annually, and provide list of restaurants visited to City in Annual Report and updates as necessary.	36.2105263	95	1,720.00	1,720.00	
25	E.7.a.ii.j.4	26	PE/PO	Schools	Spring - Fall	Schools: Provide environmental place-based learning workshop to educators (<i>i.e. train the trainers</i>) per Permit.	STW	Develop workshop, outreach to educators, conduct workshop. Update City when workshop will be and report on annually.	20	95	950.00	950.00	
26	E.7.ai/ii.(k)/(m)	27	PE/PO	Target Audiences	Spring	Target Audiences: Distribute existing materials target audiences to be determined (likely to the business community) via mail, advertisements, email and via community based social marketing.	ECS	Distribute as necessary to target audiences	65	95	3,087.50	3,087.50	
27	E.7.a.ii.d	27	PE/PO	Movie, Radio, Print	Throughout	Movie, Radio, Print: Continue existing PE / PO messaging using a multi-pronged approach (<i>print, radio, movie ad</i>) in applicable languages. Recommend substituting TV ad approach (<i>from MRSWMP</i>) to radio ads (<i>English and Spanish</i>) and digital movie ad (<i>already produced</i>) at local theater to run during blockbuster movie season in winter or summer. Number of patrons reached via radio and movie ads to be reported annually. This may also be accomplished via mail, advertisements, email and via community based social marketing.	STW	Throughout the Contract Term, and provide overview and results to City in Annual Report, and updates as necessary.	30	95	1,425.00	1,425.00	
28	E.7.a.ii.e	27	PE/PO	Events /Meetings / Presentations / Workshops	Spring - Fall	Workshops: The Permit requires the Permittee to hold public meetings to elicit public input. The recommendation is to change this approach to seeking public input through the website / Facebook & brochures. This approach will include routine updates as appropriate.	ECS / STW	As needed, and provide overview and results to City in Annual Report, and updates as necessary.	n/a				
29	E.7.a.ii.e	27	PE/PO	Events /Meetings / Presentations / Workshops	fall	Workshops: Recommend changing this to Annual Council presentation - program updates and a look ahead approach.	ECS / STW	Annually, and provide overview and results to City in Annual Report.	40	95	1,900.00	1,900.00	
30	E.7.b.1.i/ii.(a-c) E.7.b.3.i/ii E.11.g	27	PE/PO	IDDE - Staff & Site Operator Training & Education	Spring	IDDE / MO/GH & IPM Training: Staff and Site Operator Training and Education. E.7.b.1 - E.7.b.1. Illicit Discharge Detection and Elimination Training; E.7.b.2. Staff Construction Outreach and Education; E.7.b.3. Pollution Prevention and Good Housekeeping Staff Training. Combined with No.'s 28, 34, and 51 training.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	50	95	2,375.00	2,375.00	
31	E.7.b.2.b.i/ii.a	29	PE/PO	Construction Outreach and Education	3-4 x a yr	Construction Site Operator Education: Develop and distribute educational materials to construction site operators. Recommend notice to all operators working in town on WDID # / SWPPP projects be emailed a notice on trainings locally on stormwater construction site BMPs, post notice on City's website and make notice available at Permit Counter twice a year.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	24	95	1,140.00	1,140.00	

32	Task 2: Public Education and Outreach Element & Public Participation and Involvement Element												
33	E.7	Page #	MCM	Task	Schedule	Public Education and Public Outreach Element							
34	E.7.b.2.b.i/ii.b-d	29	PE/PO	Construction Outreach and Education	up to 10 x a yr	Construction Operator Outreach Recommendations: (b) Distribute outreach tools aimed at educating construction site operators on appropriate selection, installation, implementation, and maintenance of storm water BMPs, as well as overall program compliance. (c) Distribute appropriate outreach materials to all construction operators who will be disturbing land within the MS4 boundary. The Permittee's contact information and website shall be included in these materials. (d) Update the existing stormwater website as necessary, to include information on appropriate selection, installation, implementation, and maintenance of BMPs. Replace with debriefing / training notices on a near monthly basis	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report.	24	95	2,375.00	2,375.00	
35	E.7.b.3.i/ii	29-30	PE/PO	Pollution Prevention and Good Housekeeping Staff Training	fall	MO/GH Training: E.7.b.3. Pollution Prevention and Good Housekeeping Staff Training. Combined with No.'s 28, 34, and 51 training.	ECS	Implement annually, and as needed provide overview of results to the City and in Annual Report. See item 20 for joint cost	0	0	-		
36	E.8	Page #	MCM	Task	Schedule	Public Participation & Public Involvement							
37	E.8.i.ii.(a-d)	30	PIPP	Coastal Cleanup - sponsorship	Throughout	Event: As required public participation and involvement program shall encourage volunteerism, public comment and input on policy, and activism in the community. With this in mind Respondent shall coordinate, engage and lead the public in numerous events and/or sponsor partner events; such as coastal clean-up, pet poo markers installation, clean-up of debris and trash at local parks (<i>at least 4 events annually</i>), dune plant restoration, bi-annual Marina tree and garden club garden tour. Respondent shall engage the public via existing well established contacts with CSUMB and local environmental groups through Respondent's website, facebook, the City's website and via word of mouth recruitment at local community events, such as, farmers markets and etcetera. Respondent routinely solicits public input on program materials via each and every outreach material. Note: Some aspects of these tasks are carry-overs from the MRSWMP program.	ECS / STW	Throughout the year, and provide overview of results to the City as needed and in Annual Report.	50	95	2,375.00	2,375.00	
38	E.8.i/ii.(e)	30	PIPP	RWMG / IRWMG	Throughout	Regional Water Management Group [(RWMG) Formerly Integrated Regional Water Management Program (IRWMP)]: Respondent shall participate on behalf of client in monthly and / or quarterly RWMG meetings and associated watershed-level planning efforts, if applicable. The time provided is just an estimate	ECS	As needed, and provide updates to City as needed and overview in Annual Report.	40	95	1,900.00	1,900.00	
39	Subtotal Task 2: Public Education and Public Outreach and Public Participation and Involvement Element									26,173.66		25,897.50	
40	Task 3: Construction, Municipal Operations and Good Housekeeping and Post Construction Requirements												
38													
41	E.10.a	Page #	MCM	Task	Schedule	Construction Site Management							
42	E.10.a	37-39	Con	Construction Site Outreach	Throughout	Construction Outreach: Update existing construction site related education materials as needed based upon changing regulations, standards and ASTM standards.	ECS	Throughout as needed, and provide updates to the City as needed and overview in the Annual Report of updates / modifications made.	6	95	712.50	712.50	
43	E.10.a.(i-iii)	37	Con	Inventory	3 - 4 x a yr	Construction Site Inventory - Maintain list of all active construction sites within City limits	ECS	Maintain list for city that achieves this permit requirement with coordination with City staff for all non-SWPPP sites with Soil Disturbing Activities.	12	95	665.00	665.00	

44	E.11MO/GH Municipal Operations & Good Housekeeping											
45	E.11	Page #	MCM	Task	Schedule	Municipal Operations & Good Housekeeping						
46	E.11.e.	43-44		Municipal Facility Inspections	1 x a yr	MO/GH Inspections: Respondent shall inspect municipally owned facilities as follows: (a) Quarterly visual hotspot inspections, (b) Annual Hotspot comprehensive inspections, (c) Quarterly Hotspot visual observation of storm water and non-storm water discharges, (d) Non-Hotspot Inspection once per Permit term vs. E.11.c.ii - annual assessment. Respondent will make assessments of the sites risk to water quality and make recommendations for remedial adjustments / actions as necessary. Respondent estimates that 8 sites in town will need quarterly inspections for various reasons, and 20 non-hotspot sites will be inspected annually.	ECS	Conduct inspections as specified and provide updates to City as needed and overview in Annual Report.	55	95	-	6,175.00
49	E.11.G		4 x a year	Reporting	TP	Trash Policy Plan Compliance Reporting - Provide assistance to ensure City is meeting trash Full Capture System status, report on progress annually to water board	ECS	Assist and prepare annual report	30	95	570.00	2,280.00
51	E.11.j.ii	47-48	MO/GH	Landscape Design and Maintenance	fall	IPM Training: Combined with No.'s 28, 34, and 51 training.	ECS / STW	Annually, provide training opportunities to City applicators and distributors, update City as needed and an overview will be provided in the Annual Report. See item 20 for joint cost.	see above		-	0.00
52	E.12				PCON	Post Construction						
53	E.12	CCRWQCB PCRs	PCON	Reporting	4 x a yr	Post Construction Requirements - Related to Central Coast Regional Water Quality Control Board Post Construction Requirements. Update outreach materials based upon regulatory changes / updates. Remind City about requirement for annual reporting, conduct self certification outreach and assist with reporting. Coordinate annual reporting with Permittees and Review O&M and Agreements as necessary	ECS	See Task / Recommendations to Left	100	95	1,900.00	7,600.00
54	E.12.i	60	PCON		Excluded	OPTIONAL: Post-Construction Best Management Practice Condition Assessment: Visually inspect and assess the condition of PCRs on sites where the site operator fails to report on the condition in the prior year. I estimate about 5-6 sites to inspect.	ECS	Optional: Recommend this to close the gap.				0.00
55 Subtotal Task 3: Construction, Municipal Operations & Good Housekeeping and Post Construction Requirements									3,847.50		17,432.50	
56	Task 4: Water Quality Monitoring & Sampling, Program Effectiveness Assessment and Improvement Plan, TMDL and Annual Report											
57	E.13				WQM	Water Quality Monitoring & Sampling						
58	E.13	62-69	WQM	n/a	n/a	N/A: Since the City does not have any outfalls that discharge to a US waterway (Note caveat regarding vernal pools), but which instead discharge to percolation ponds it is Respondent's position that this Permit element is not applicable at this time, unless the Central Coast RWQCB directs otherwise.	n/a	n/a				
59	E.13	n/a	WQM	Field Sampling	WQM	Water Quality Monitoring & Sampling. This project is complete and is another step in meeting the RWQCB's needs towards transitioning the City to a WDR versus a MS4 Phase II Permit	STW	Completed: Conduct Vernal Pool Water Quality Monitoring & Sampling	0	95	-	-
60	E.14				PEAIP	Program Effectiveness Assessment and Improvement Plan						
61	E.14	70 - 13267 Notice	6/13/2016 13267 Notice	Software User Agreement	2ND	Nature 13267 Notice Software: Software user license agreement for 13267 Requirements. Cushion of 5% added. If not required, then not charged	2ND	Annual software licensing fee			9,026.78	
62	E.14.a-b	70-73	PEAIP	Program Effectiveness Assessment and improvement Plan	Summer-fall	PEAIP: As applicable to the scope of work expressed within the RFP, specifically in regards to Public Education and Outreach Respondent will annually prepare and submit an effectiveness assessment analysis with recommendations based upon the iterative process to the MEP principle to City.	ECS / STW	The PEAIP will be submitted annually to the City for review and consideration.	45	95		4,275

63	E.15				TMDL	Total Maximum Daily Load							
64	E.15	73-74	TMDL	TMDL Requirements	n/a	Not applicable to this RFP, nor to the City of Marina.	n/a	n/a					
65	E16				ARPT	Annual Reports							
66	E.16	All	Reports	Applicable Annual Report Sections	fall	Annual Reports: Respondent shall prepare and submit all applicable Annual Report sections related to Public Education / Outreach (E.7) and Public Involvement / Participation (E.8) deliverables	ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.	80	95		7,600	
67	Subtotal				Task 4: Water Quality Monitoring & Sampling, PEAIP, TMDL and Annual Report						9,026.78	11,875.00	
68	Task 5: Other Program Cost: Print, Postage and Mail												
69	All	n/a	PE/PO	Print Cost	As needed	Print cost shall be at actual cost, plus 20% administrative overhead. Estimate of total print cost at 6,000 materials per year.	ECS / STW	Updates will be provided in Monthly billings to City. Reduced in a third because of Covid-19			1,050.00	1,050.00	
70	All	n/a	PE/PO	Postage / etc.	As needed	Postage cost shall be at actual cost, plus 20% administrative overhead. Estimate of total of 4,000 mailings per year.	ECS / STW	Updates will be provided in Monthly billings to City.			1,920.00	1,920.00	
71	All	All	Reports	Annual Report Sections	Throughout	Extra Reports: Respondent shall prepare and submit all other Annual Report Sections as directed by the CITY in compliance with the existing PERMIT at an hourly rate of:	ECS / STW	These documents will be prepared Annually and submitted to the City Representative prior to the SMARTS Annual Report submission due date to allow ample opportunity for input and direction with City Representative.			TBD	TBD	
72	All	All	Reports	Annual Report Sections	Throughout	WDR Transition: In anticipation of the release of the new MS4 Phase II Permit during this fiscal year consultant anticipates working with City in securing a WDR in place of the MS4 Phase II Permit. The goal is to have a reduced stormwater program, resulting in long-term cost savings for the City.	ECS	Work towards a WDR versus an MS4 Phase II Permit	298	95	14,155	14,155	
73	Subtotal				Task 5: Other Program Cost: Print, Postage and Mail						17,125	17,125	
GRAND TOTAL: 2025-2026 (Contract Year November 1, 2025-June 30,2026 & July 1, 2026-October 31, 2026)												\$ 74,092	\$ 90,249
Key: Con = Construction, IDDE = Illicit Discharge Detection and Elimination, MO/GH = Municipal Operations and Good Housekeeping, PE/PO = Public Education / Public Outreach, PP/PI = Public Participation and Public Involvement & PCR = Post Construction Requirements.													
Key: ECS = Environmental Compliance Specialist, 2ND = 2ND Nature, STW = Save the Whales													
Note: This is a "Not to Exceed" Fee based proposal. As always, the approach is time and materials and if the total estimated amount is not utilized than those remaining funds will be available for other program element assistance at the discretion of Client's representative or simply will not be used.													
Note: All STW / ECS or ECS / STW combination projects I just divide the budget in half between the two of us to simplify accounting													
Note, items 5, 8, 42, 46, 47, 48, 49, 53, 58, 60, are all newer line items. Thus additional work that did not exist before 2018.													
Note, some items specifically relate to the potential of working towards a reduced permit, such as line item 72.													
Note: Line Item 10 is for services outside of the scope of this proposal, but has been included for budget estimating purposes for the 2025-2026 fiscal year.													

October 30, 2025

Item No. **10g(3)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 4, 2025

CITY COUNCIL APPROVAL RESOLUTION NO. 2025-, APPROVING THE GUTTER REPAIR PROJECT FOR 741 NEESON ROAD (BUILDING 527) AND 761 NEESON ROAD, BUILDING 524 INCLUDING COMPETITIVE BIDDING, AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2025- approving the gutter repair of 741 Neeson Rd Building 527 and 761 Neeson Rd Building 524; and
2. Authorize the City Manager to execute contract agreements on behalf of the City subject to final review and approval by the City Attorney; and
3. Authorize the Finance Director to make necessary accounting and budgetary entries; and

BACKGROUND:

The gutters on buildings 527 and 524 which are occupied by Joby Aviation are beyond their useful life and need to be repaired. Under the terms of the lease for these buildings, the City is responsible for these repairs.

ANALYSIS:

The Marina Municipal Airport solicited bids from multiple companies to ensure competitive pricing for gutter repair. Bids were requested from Salinas Steel Builders, Pueblo Construction, and Cal Pacific Roofing, all of whom submitted proposals for consideration.

The following bids were received:

Company	Building 524	Building 527	Total Bid
Salinas Steel Builders	\$50,304.00	\$15,006.00	\$65,310.00
Pueblo Construction	\$62,789.22	\$33,444.22	\$96,233.44
Angeles Premium Construction	\$57,149.62	\$29,724.34	\$86,873.96

The quotes listed include taxes and documentation fees.

After reviewing the proposals, staff determined that Salinas Steel Builders submitted the lowest overall bid while still meeting the project requirements.

In evaluating the bids, staff considered several factors, including compliance with safety standards, quality of materials, long-term maintenance requirements, and overall contractor performance history. Salinas Steel Builders has a demonstrated record of completing similar projects and is recognized as a reputable contractor within the industry.

By selecting the lowest responsive and responsible bidder, the City ensures taxpayer funds are used efficiently while also securing a contractor capable of meeting the City's operational and safety needs.

FISCAL IMPACT:

The total cost of the gutter repair project is \$65,310.00, based on the lowest responsive and responsible bid submitted by Salinas Steel Builders.

Should the City Council approve this request, funding needs to be appropriated. A transfer of \$65,310.00 from the Airport Unallocated Fund balance to the FY 2025-2026 Airport Enterprise Fund, Maintenance & Repairs Building GL Code 555.00.00.00-6360.050.

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

Respectfully submitted,

Adarian "AJ" Lawson
Airport Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE GUTTER REPAIR OF 741 NEESON ROAD (BUILDING 527) AND 761 NEESON ROAD (BUILDING 524) INCLUDING COMPETITIVE BIDDING, AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT ON BEHALF OF CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

WHEREAS, the gutters need to be repaired on building 527 and 524 at Marina Municipal Airport; and

WHEREAS, Salinas Stell Builders is the lowest bidder; and

WHEREAS, there is sufficient funding in the Airport Enterprise Fund for this project.

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

1. Approve the gutter repair project for building 527 and 524 at the Marina Municipal Airport
2. Authorize the City Manager to execute contract agreements on behalf of the City subject to final review and approval by the City Attorney; and
3. Authorize the Finance Director to make necessary accounting and budgetary entries; and

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 4th day of November 2025, 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



CONSTRUCTION
ROOF COATING
SOLAR PANEL CLEANING
PAINTING

1161 Terven Avenue
Salinas, CA 93901
T 831.424.1647 F 831.424.4401

info@SSBConstruction
SSBconstruction.com
License No. 191651

Construction SOV (Bldg. 527 & 524)

Schedule	Hrs.	Rate	Total
Labor	290	\$144.00	\$41,760.00
Materials			\$15,000.00
Equipment			\$8,550.00
		SUM:	\$65,310.00



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PROPOSAL FOR:

Marina Municipal Airport

781 Neeson Road

Marina, CA 93933

June 20, 2025

■ RE: New Gutters &
Downspouts.

SCOPE OF WORK

Bldg. 524-New Gutters (650lf)

Fabricate and install new custom gutters with (210') of 3" round downspouts with elbows. Color to be determined by the owner. Includes hauling away old gutters upon completion. The new gutters will not be an exact match to the existing.

Budget: \$50,304.00

Note: This budgetary proposal is contingent upon a final site visit to confirm scope and dimensions.

Exclusions: Permits, fees, condensation, abatement, metal roof/wall panels, vents, windows, doors, roof coating, elimination of existing or future standing water, protection of contents within building, substrate repairs/replacements, insulation, landscaping, removal/relocation of piping/conduits/antennas, electrical or anything not specifically mentioned.





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PROPOSAL FOR:

Marina Municipal Airport

781 Neeson Road

Marina, CA 93933

June 20, 2025

■ RE: New Gutters &
Downspouts.

SCOPE OF WORK

Bldg. 527-New Gutters (250lf)

Fabricate and install new 6" K-style gutters with (210') of 3" round downspouts and elbows. Color to be determined by the owner. Includes hauling away old gutters upon completion. We assume clear access around all working areas.

Budget: \$15,006.00

Note: This budgetary proposal is contingent upon a final site visit to confirm scope and dimensions.

Exclusions: Permits, fees, condensation, abatement, metal roof/wall panels, vents, windows, doors, roof coating, elimination of existing or future standing water, protection of contents within building, substrate repairs/replacements, insulation, landscaping, removal/relocation of piping/conduits/antennas, electrical or anything not specifically mentioned.



Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 4, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING A LEASE AGREEMENT WITH US BANK FOR A MULTIFUNCTION PRODUCTION COPIER/PRINTER FOR CITY HALL; APPROVING A CONTRACT WITH MBS BUSINESS SYSTEMS FOR A SUPPLY AND MAINTENANCE AGREEMENT; WAIVING THE CITY'S FORMAL BID PROCESS, WITHOUT COMPETITIVE BIDDING, FINDING THAT COMPETITIVE BIDDING WOULD BE UNAVAILING, WOULD NOT PRODUCE AN ADVANTAGE AND WOULD NOT BE IN THE PUBLIC INTEREST; AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS SUBJECT TO REVIEW AND APPROVAL BY THE CITY

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2025- :

1. Approving a five-year (60 month) lease agreement with US Bank for a Konika Minolta C4080 Copier/Printer, with an annual cost of \$9,454 for a total 5-year cost of \$47,271.
2. Approving a five-year (60 month) Service and Supply Maintenance Agreement with MBS Business Systems, which will include all parts, labor, supplies, and preventive maintenance, with the exception of paper.
3. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
4. Authorize the City Manager to negotiate and execute the aforementioned agreements subject to final review by the City Attorney.

BACKGROUND:

The City recently completed a five-year lease agreement for a PRO 1100 Multifunction Printer (MFP) at City Hall. The previous lease cost was \$348 a month or \$4,176 annually, with service and supply maintenance costs at \$0.01 per black and white print. The current printer provides high-speed printing and copying for various departments; however, it only has black and white printing capabilities. If color printing is needed, the City Manager, City Clerk, Finance, and Human Resources Departments will typically send a print job to the adjacent City Hall Annex Building; or use small desktop printers for minor jobs. This can create inefficiencies when multiple documents are queued at the City Hall Annex, or staff have to leave the main City Hall complex to retrieve materials.

ANALYSIS:

The City's PRO 1100 MFP printer/copier was leased through MBS Business Systems, with financing provided by US Bank. This lease has recently expired, and staff would like to enter into a new agreement for a multifunction color production printer/copier. City staff evaluated copiers/printers that range from \$485 -\$788 per month. Considerations were given to print speed, quality, and the functionality to meet the City's current and prospective needs. Staff is recommending leasing the Konica Minolta C4080, which is similar in production and speed capabilities to the existing PRO 1100. An overview of the advanced features is listed below, with the configuration provided in **EXHIBIT A**.

- Provides superior color print and copies, with professional print resolution at 3500 x 2400 dpi
- Offers rapid color print capabilities at 80 pages per minute (PPM), as compared to the City Hall Annex printer at 45 PPM
- Prints and folds half fold and trifold documents
- Prints, folds, and staples booklets up to 25 pages
- Prints documents up to 13 x 19
- Supports the use of heavier paper weights; and the use of coated and textured paper
- Provides the ability to manage color and create workflows

In addition to providing an easily accessible copier/printer, this unit can also be used to be used to produce full-color public outreach materials, as well as announcements and flyers for recreation programs.

Staff is also requesting waiving the internal bid process to take advantage of pricing already obtained through the National Association of State Procurement Officials (NASPO). NASPO contracts are cooperative agreements that provide governments with the ability to purchase or lease equipment at a competitively solicited amount. MBS Business Systems is an authorized agent with Minolta Business Solutions on [NASPO ValuePoint Contract #187962](#), while US Bank serves as a NASPO approved financing partner. The City has the ability to take advantage of this pricing through a State of California Participating Addendum, which provides Konica Minolta business equipment at approximately 60% less than the manufacturer's suggested retail price. The annual lease cost for the C4080 multifunction printer is \$788 a month or \$9,454 annually. While this is substantially more than the previous lease, the replacement cost for a printer equivalent to the existing PRO 1100, would only be about 20% less than the C4080. This is primarily due to price increases over the last five years on commercial grade printers, as well as the addition of color.

The costs for the MBS Business Systems Service and Supply Maintenance Agreement is \$0.01 for each black and white print/copy and \$0.045 per color print/copy. These rates are similar to the amounts charged for the current City Hall and City Hall Annex copier/printers. This pricing includes maintenance, service calls, toner cartridge, and repairs. The most recent twelve-month print costs for black and white prints/copies on the PRO 1100 was approximately \$1,600, while the annual color print/copy costs on the City Hall Annex printer were \$4,720.

A copy of the proposal is included in **EXHIBIT B**.

FISCAL IMPACT:

The proposed lease represents an annual increase of approximately \$5,278; or \$2,639 for Fiscal Year 2025/26. It is anticipated there will be savings in other line items to cover this amount.

It is also anticipated that a portion of the on-going color print costs will be cost neutral, as City Hall print jobs will no longer be transferred to the City Hall Annex printer. Additional cost savings may also be realized by transferring any significant Recreation Department color print jobs to the C4080 due to the increased cost and frequent replacement of print cartridges on smaller units.

CONCLUSION:

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

Respectfully submitted,

Tori Hannah
Director of Finance
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING A LEASE AGREEMENT WITH US BANK FOR A MULTIFUNCTION PRODUCTION COPIER/PRINTER FOR CITY HALL; APPROVING A CONTRACT WITH MBS BUSINESS SYSTEMS FOR A SUPPLY AND MAINTENANCE AGREEMENT; WAIVING THE CITY'S FORMAL BID PROCESS, WITHOUT COMPETITIVE BIDDING, FINDING THAT COMPETITIVE BIDDING WOULD BE UNAVAILING, WOULD NOT PRODUCE AN ADVANTAGE AND WOULD NOT BE IN THE PUBLIC INTEREST; AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS SUBJECT TO REVIEW AND APPROVAL BY THE CITY

WHEREAS, City Hall does not have a production copier/printer that prints in color, and the current black and white production copier/printer's lease has expired, and;

WHEREAS, MBS Business Systems offers a multifunction production copier/printer that will assist in meeting the City's current and prospective needs; and

WHEREAS, the National Association of State Procurement Officials (NASPO) has an agreement with Konica Minolta Business Solutions USA, Inc. (KMBS) for copiers and managed print services that has been competitively solicited, and allows other governmental agencies to purchase or lease equipment at the negotiated price; and

WHEREAS, MBS Business Systems has executed a Dealer Participation Agreement with KMBS for their NASPO ValuePoint Contract #187962 and the State of California contract # 7-24-70-46-3 for Copiers and Managed Services, and US Bank is an approved NASPO financing partner; and

WHEREAS, Municipal Code section 3.16.040 provides an exception to the requirement for competitive bidding when the City Council finds by resolution that competitive bidding would be unavailing, would not produce an advantage and would not be in the public interest.

WHEREAS, the City is satisfied with the current level of service provided by MBS Business Systems and would like to leverage the NASPO ValuePoint Contract pricing that was established through a competitively solicited process; and

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

1. Approve a five-year (60 month) lease agreement with US Bank for a Konica Minolta C4080 Copier/Printer, with an annual cost of \$9,454 for a total 5-year cost of \$47,271.
2. Approve a five-year (60 month) Service and Supply Maintenance Agreement with MBS Business Systems, which will include all parts, labor, supplies, and preventive maintenance, with the exception of paper.
3. Approves waiving the City's formal bid process; finding that competitive bidding would be unavailing, would not produce an advantage and would not be in the public interest, and
4. Authorize the Finance Director to make necessary accounting and budgetary entries, and;
5. Authorize the City Manager to execute purchase agreement on behalf of City subject to final review by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 4th of November 2025 by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A



AccurioPress C4080

WIDTH	DEPTH	HEIGHT
110.39 inches	35.55 inches	49.33 inches



1 x NEMA L6 - 30R  2 x NEMA 5 - 15R 

<u>COLOR</u>	<u>B/W</u>	<u>PAPER SIZE</u>	<u>MAX PAPER CAPACITY (80g/m²)</u>
80 ppm (LTR)	80 ppm (LTR)	13" x 19.2"	6380

OPTION LIST

Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Kit - PK-525	AC8UW11	1
Auto Duplex Document Feeder - DF-713	AAMPWY1	1	Saddle Stitch Kit - SD-510	A4F4WY1	1
Paper Feed Unit - PF-707m	A55CWY3	1	KM Image Controller - IC-609	ACME0Y1	1
Staple Finisher - FS-532m	A4F3WY6	1			

**MBS Business Systems***Corporate Office:*

325 Victor Street, Suite A
 Salinas, California 93907
 P 831.758.1048 / 800.848.7575
 F 831.758.5984

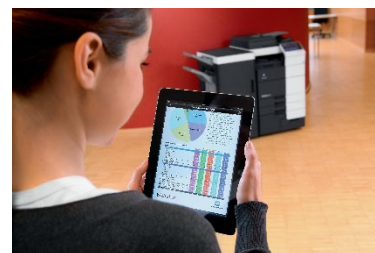
Date: October 30, 2025

Prepared For: **Tori Hannah / Anita Shepherd-Sharp**
City Of Marina – Copy Room – Production Color
 211 Hillcrest Ave.
 Marina, CA 93933

Prepared By: **Adam Hughes**
Strategic Account Executive
 (831) 320-8847
 adam@mbsworks.com

Proposed Solution:

Quantity	Description
1	Konica Minolta Accurio C4080 - 80 ppm BW, 80 ppm Color Paper Feed Unit 100 Sheet Stapler Finisher Punch Kit KM Image Controller, (IC-607) Folding unit (Saddle stitch SD-510)



Includes delivery, installation, set up & operator training
Includes return shipping of current device and any remaining costs

	60 Mo. Lease Pmt.	60 Mo. MBS Discount
NASPO Pricing	\$832.53	\$787.85

Lease Terms: One-time \$99 Documentation Fee, Fair Market Value Purchase Option at Lease End.

Service, Preventative Maintenance and Supplies:

All-inclusive Service & Supply Maintenance Agreement (includes all parts, labor, supplies & preventative maintenance services – everything except paper).

BW CPC	Color CPC
0.0095	0.045

Technology Empowered
 print | copy | scan | store | network

Note: Picture above does not reflect actual configuration of equipment. Applicable taxes must be added. Pricing is valid 30 days from date of proposal, or upon equipment availability. Any lease documents must be approved and signed within 30 days from quote or may be subject to higher interest rates. This proposal is confidential and intended only for customer listed above.

COMMUNITY HUMAN SERVICES

HIGHLIGHTS OF REGULAR BOARD MEETING October 16, 2025

1. *Mary Ann Carbone, Board Chair, called the meeting to order at 11:08 a.m. at the City Hall of Sand City.*
2. *Board approved Consent items: September 18, 2025 Board minutes and Disbursements for the period of September 1, 2025 through September 30, 2025, in the amount of \$1,252,988.38*
3. *The Board received a Aduit update presentation from Chavan and Associates, LLP.*
4. *Robin McCrae, CEO, report was included in the board packet for review.*
5. *Shawn Stone, COO gave a construction project update. Shawn attended the Continuum of Care meeting focused on homeless services across Monterey County to discuss the recent executive order impacting homeless services and CoC funding. Shawn along with Sr. PO Marta Sullivan prepared a comprehensive presentation on our Adolescent Drug Treatment Program and other youth SUD services for the recent Superintendents Council Meeting. COO report was also included in the board packet for review.*
6. *Carol Harney, Development Director gave a brief overview of the Development Team's reports. Carol also gave a pitch regarding Monterey County Gives!*
7. *Annette Yee-Steck, Finance Committee Chair, reported that the Finance Committee met earlier in the day. The dashboard is looking good with a net income of \$310K. Account Receivable County over 60 days went up to \$513K, since this report the County had made a payment of \$500K. All JPA Allocations payments have been made!*
8. *Mary Ann Carbone, Board Chair, reported out for the Transition Committee. The Transition Committee met with Suzy Cowen of Kittleman & Associates on Friday, September 26th. We discussed several items including the schedule for the search and next steps. The next major step is to finalize the Position Guide which will be used to advertise the CEO position to potential candidates. A draft of the Position Guide will be presented to the Transition Committee by Kittleman on October 14th. The Committee will provide comments to Suzy and the Position Guide will be finalized and distributed on Monday, October 20th. The position Guide and Salary range is included in the agenda for approval.*
9. *Alex Miller, Facilities Committee member, reported that the Committee met to discuss action item K.2 Family Service Centers – Patio & Carport Project and K.3 Off Main Expansion which is included in the agenda for review & approval.*
10. *The Board approved the Transition Committee's recommended salary range for the new CEO of \$185,000 - \$245,000.*

- 11. The Board approved the Facilities Committee's recommendation to accept the bid from David Construction in the amount of \$169,353, plus a 25% contingency, for a total not-to-exceed amount of \$212,000.*
- 12. The Board approved the Facility Committee's recommendation to sign the lease for 1079 South Main Street, add \$2,000 per month to the budget for the additional lease amount, authorize one-time facility improvements not to exceed \$96,000, and terminate the lease at 47 San Miguel Avenue.*
- 13. Shawn Stone, COO, gave a PowerPoint presentation regarding 5-year Funding Projection for the Substance Use Disorder & Mental Health Services.*
- 14. Mary Ann Carbone encouraged Board Members to contribute to the MC Gives campaign.*
- 15. The meeting adjourned at 1:05 p.m.*

The next regular board meeting is scheduled for Thursday, November 20, 2025 from 11:00 a.m. to 1:00 p.m. at the Sand City City Hall, Sand City, CA.

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 4, 2025

**CITY COUNCIL TO CONSIDER INTRODUCING ORDINANCE NO. 2025,
AN URGENCY ORDINANCE TEMPORARILY PROHIBITING THE
ESTABLISHMENT AND OPERATION OF NEW FIREARM AND
AMMUNITION SALES BUSINESSES PURSUANT TO GOVERNMENT
CODE SECTION 65858(a).**

REQUEST:

It is recommended that the City Council consider introducing Urgency Ordinance No. 2025-, to:

1. Temporarily prohibit the establishment and operation of new firearm and ammunition sales businesses pursuant to Government Code Section 65858(a); and
2. Determine that the adoption of the Urgency Ordinance is not subject to environmental review pursuant to the CEQA Guidelines Section 15061(b)(3) because the proposed procedural changes would not result in a direct or a reasonably foreseeable indirect physical change in the environment.

BACKGROUND:

Persons must be licensed by the United States Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to engage in the business of manufacturing, importing, and/or dealing in firearms. There is currently one business in Marina that is listed as holding a federal firearms license (FFL) from ATF and it also has a City business license. Recent online research has shown that Marina may have at least one additional business that sells firearms and ammunition that are not permitted or licensed.

The City's Zoning Code does not currently regulate or restrict the establishment or operation of firearm or ammunition sales as a distinct retail use different from other general retail uses. The C-R, C-1, C-2, PC (with a zoning permit), and BP zoning districts allow retail uses to be principally permitted. These commercial zoning districts specifically allow "[R]etail stores conducted within a building, including appliance stores, bakeries (retail only), bookstores, florist shops, food stores, furniture and millinery shops when incidental to the retail sales of such items, radio sales, restaurants, shoe shops, hardware stores and other uses which are of similar character to those enumerated and which will not be detrimental or obnoxious to the neighborhood in which they are to be located." Additionally, "Retail Sales, Minor" uses are allowed by right in the Downtown Specific Vitalization Plan area in the Core, Mixed-use Node, and Transition districts, when these general retail uses are conducted entirely within buildings. It is unclear whether retail sales of firearms or ammunition would be considered a "use of similar character" and principally permitted in the City's commercial zoning districts. If this were to be the case, firearm or ammunition sales would be allowed in nearly every commercial area within the City.

Furthermore, the City's Zoning Code does not prohibit retail sales as an allowed home occupation in residential areas. This results in firearm or ammunition sales potentially being permitted as an accessory use to a permitted residential use in a residential zoning district provided the standards of Section 17.42.110 (Home Occupations) are met. The same ambiguity regarding whether retail sales of firearms or ammunition are a "similar" use to other more typical retail uses applies to permitting this use as a home occupation.

ANALYSIS:

California State law, Government Code Section 65858, allows a city to adopt an interim ordinance prohibiting a specified use while the city studies more restrictive land use regulations for that use.¹ To utilize this statute, the City Council must find that the use poses a current and immediate threat to the public health, safety, or welfare and it must approve the ordinance by a four-fifths vote. The interim ordinance is valid for a period of 45 days. It may be extended after notice and a public hearing for 10 months and 15 days, and subsequently extended for one year, upon authorization of the City Council.

It is generally accepted that sales of firearms and ammunition is a use where having standards to address community safety and implement locational restrictions may be appropriate. The City of Marina currently has no such standards established. Over the past several months, the cities of Monterey, Salinas, and Seaside have each adopted ordinances restricting the establishment of firearm or ammunition sales in their communities. The City of Monterey adopted an urgency ordinance in April 2025 which established a temporary moratorium on new firearm or ammunition sales after a surge in business license applications for this use. Given that nearby communities have tightened their regulation of firearm and ammunition sales, it is likely that cities such as Marina, without regulations on this use, become more appealing for the establishment of this type of business.

Recent code amendments in other cities have highlighted the fact that Marina should consider whether firearm and ammunition sales should be identified as a distinct retail use and establish conditions under which the use could be permitted. An urgency ordinance is recommended to temporarily prohibit the establishment of new firearms and ammunition sales uses until Staff have time to study appropriate buffers from sensitive uses (e.g., residences, schools, day cares, liquor stores) and research other regulations. This matter is urgent because without a moratorium, an unlimited number of firearms and ammunition sales businesses could potentially locate in the City's commercial zoning districts. It is also unclear if firearms and ammunition sales businesses could be permitted as a home occupation in accordance with Section 17.42.110, which needs to be studied and clarified. Without a temporary moratorium, and absent zoning regulations that govern the location of firearms and ammunition retail uses, new firearm and ammunition retail establishments may be opened in areas that create land use compatibility conflicts. Locating firearm and ammunition sales in or near residential areas, school, parks, youth centers, and community facilities put the City at risk of impairing its substantial interests in community health, the community's perceptions of safety, and promoting community-serving business development in Marina.

The City may regulate the retail sales of firearm businesses to the extent it is not preempted by State law. A comprehensive summary of California State Department of Justice firearm laws is published by the Attorney General and can be found at this link: <https://oag.ca.gov/system/files/media/cfl2021.pdf>. A temporary moratorium on the establishment of new firearm and ammunition sales uses will allow the City time to conduct research and provide analysis on regulations and standards that could be appropriately applied to future businesses such as:

- Requiring adequate insurance.
- Permitting firearm and ammunition retail establishments in specific commercially-zoned areas and prohibiting sales as a home occupation. As the operation of a firearm

¹ Section 65858(a) provides that "to protect the public safety, health, and welfare," a legislative body may adopt an interim ordinance "prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal" that the city "is considering or studying or intends to study within a reasonable time."

dealership is a commercial enterprise, there is a rational basis for confining that operation to commercially-zoned areas.

- Requiring that firearm and ammunition retail establishments be located away from residential areas, schools, community facilities, liquor stores and bars.
- Restricting any person under 18 years of age from entering or remaining within the premises without being accompanied by their parent or other adult legally responsible for the minor child where the firearms sales activity is the primary business performed at the site.

FISCAL IMPACT:

There are no fiscal implications in connection with adopting an urgency ordinance to establish a temporary moratorium on firearm and ammunition retail establishments .

ENVIRONMENTAL DETERMINATION:

The City has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CCR, Title 14, Chapter 3 (“CEQA Guidelines”), Article 20, Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed urgency ordinance and temporary moratorium on establishing and operating a new firearm or ammunition sales business has no potential to cause any direct or any reasonably foreseeable indirect physical change on or in the environment, adopting this ordinance is not considered a project under CEQA. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

EXHIBITS:

Exhibit A – Draft Ordinance 2025-xx

Respectfully submitted,

Guido Persicone
Community Development Director
City of Marina

REVIEWED/CONCUR:

Randy Hopkins
Chief of Police
City of Marina

Layne P. Long
City Manager
City of Marina

ORDINANCE NO. 2025-

AN URGENCY ORDINANCE OF THE COUNCIL OF THE CITY OF MARINA TEMPORARILY PROHIBITING THE ESTABLISHMENT AND OPERATION OF NEW FIREARM AND AMMUNITION SALES BUSINESSES PURSUANT TO GOVERNMENT CODE SECTION 65858(a)

-oOo-

THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

1. The City Council finds that it is necessary to adopt this ordinance pursuant to Government Code section 65858(a) to protect the public health, safety, and welfare of the residents of Marina. This ordinance is intended to temporarily prohibit the establishment and operation of new firearm and ammunition sales businesses in the City pending further review and study.

2. The City's Zoning Code does not currently explicitly regulate or restrict the establishment or operation of firearm or ammunition sales as a distinct retail use different from other general retail uses. The C-R, C-1, C-2, PC (with a zoning permit), and BP zoning districts allow "[R]etail stores conducted within a building, including appliance stores, bakeries (retail only), bookstores, florist shops, food stores, furniture and millinery shops when incidental to the retail sales of such items, radio sales, restaurants, shoe shops, hardware stores and other uses which are of similar character to those enumerated and which will not be detrimental or obnoxious to the neighborhood in which they are to be located." Additionally, "Retail Sales, Minor" uses are allowed by right in the Downtown Specific Vitalization Plan area in the Core, Mixed-use Node, and Transition districts, which also allows general retail uses conducted entirely within buildings. This creates ambiguity as to whether firearm or ammunition sales would be allowed in nearly every commercial area within the City.

3. The City's Zoning Code does not currently prohibit retail sales as home occupations in residential areas. This results in firearm or ammunition sales potentially being permitted as an accessory use to a permitted residential use in a residential zoning district provided the standards of Section 17.42.110 (Home Occupations) are met.

4. Over the past several months, the cities of Monterey, Salinas, and Seaside have each adopted ordinances restricting the establishment of firearm or ammunition sales in their communities. The City of Monterey adopted an urgency ordinance in April 2025 which established a temporary moratorium on new firearm or ammunition sales. Given that nearby communities have increased their regulation of firearm and ammunition sales, nearby cities without clearly defined regulations become more attractive for the establishment of such use. Recent code amendments in other cities to address this use have highlighted the fact that Marina's

Zoning Ordinance needs to consider firearm and ammunition sales as a distinct retail use and establish conditions under which this use could be permitted.

5. There is currently one business in Marina that is listed as holding a federal firearms license (FFL) from ATF. This business also has a City business license. Recent research has shown that Marina may have at least one additional business that sells firearms and ammunition that is neither permitted nor licensed. This has caused legitimate concern about a possible proliferation of both unlicensed and licensed businesses establishing in the community without additional clarity in the code.

6. This matter is urgent, and the subject of a temporary moratorium, because a potentially unlimited number of firearm sales businesses may currently locate in a number of zoning districts throughout the City without clear local regulation.

7. Without a temporary moratorium, and absent zoning regulations that govern the location of future firearms and ammunition retail uses, new firearms and ammunition retail establishments may be established in areas that result in compatibility conflicts. Locating firearm and ammunition sales near residential areas, school, parks, youth center, and community facilities put the City at risk of impairing its substantial interests in community health, the community's perceptions of safety, and ensuring economically sustainable development in Marina.

8. A temporary moratorium on this use is necessary to preserve the health, safety, and welfare of the residents of Marina by preventing a proliferation of firearm or ammunition retail locations in the City without regard to the appropriateness of their location.

9. Maintaining the current zoning regulations related to firearm and ammunition sales has the potential to result in new retail uses that sell firearms or ammunition without the proper analysis of any potential impacts to public health, safety, and welfare. This temporary moratorium will allow the City to conduct research and provide analysis on potential regulations such as:

- Requiring adequate insurance.
- Confining operations to specific commercially zoned areas and prohibiting sales as a home occupation. As the operation of a firearm dealership is a commercial enterprise, there is a rational basis for confining that operation to commercially zoned areas.
- Requiring that dealers be located away from residential areas, schools, community facilities, liquor stores and bars.
- Restricting any person under 18 years of age from entering or remaining within the premises without being accompanied by their parent or other adult legally responsible for

the minor child where the firearms sales activity is the primary business performed at the site.

10. A temporary moratorium on this use is necessary to prevent firearms and ammunition businesses from locating almost anywhere in the City. Allowing a firearm and ammunition retail sales use to legally establish without sufficient protective measures in code would provides these businesses an entitlement to operate in a location that could have a detrimental effect on the health, safety and welfare of the community. Without this temporary moratorium, the potential exists that establishment of new commercial operations engaged in the retail sale of firearms and ammunition within the City, without addressing appropriate regulation, could result in land use incompatibility and create adverse impacts on residents, businesses and neighborhoods that present a current and immediate threat to the public health, safety, and welfare.

11. This temporary moratorium will not impact any businesses in Marina that are legally established and that have active business licenses for firearm and ammunitions sales.

12. The City Council finds that the foregoing conditions exist, which require the immediate preservation of the public health, safety, and welfare or the community pursuant to California Government Code Section 65858. This ordinance establishes a moratorium for forty-five (45) days prohibiting the establishment and operation of new retail uses, including home occupations, engaged in firearm and ammunition sales, in all zoning districts.

13. Environmental. The proposed Ordinance amendments are not subject to environmental review pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Article 5, Section 15061(b)(3) because the proposed procedural changes would not result in a direct or a reasonably foreseeable indirect physical change in the environment and the proposed ordinance is covered by the general rule that CEQA applies only to projects which have potential for causing significant effect on the environment. Therefore, the adoption of this ordinance is exempt from CEQA, and no further environmental review is necessary.

14. Effective Date. This Ordinance is declared to be an urgency measure adopted pursuant to Government Code Section 65858. As set forth in the findings above, this Ordinance is necessary for preserving the public safety, health, and welfare. Pursuant to Government Code section 65858, this Ordinance is effective immediately by a 4/5 vote of the City Council and shall be in full force and effect for 45 days from the date of its adoption. This 45-day period may be extended by the City Council in accordance with the provisions of Government Code section 65858.

15. Severability. If any portion of this Ordinance is found to be unconstitutional or invalid the City Council hereby declares that it would have enacted the remainder of this Ordinance regardless of the absence of any such invalid part.

16. Posting of Ordinance. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause it to be posted in the three (3) public places designated by resolution of the City Council.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on November 4, 2025, and was passed and adopted at a regular meeting duly held on November 18, 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 4, 2025

CITY COUNCIL SHALL CONSIDER INTRODUCING BY TITLE, WAIVING THE READING, AND APPROVING FIRST READING OF ORDINANCE NO. 2025-, ADOPTING AND AMENDING TITLE 15 OF THE MARINA MUNICIPAL CODE TO ADD PART 7 2025 CALIFORNIA WILDLAND-URBAN INTERFACE CODE TO THE ADOPTED 2025 EDITION OF CALIFORNIA BUILDING STANDARDS CODE, AND FIND THIS ACTION IS EXEMPT FROM CEQA PER SECTION 15031(B)(3) OF THE CEQA GUIDELINES

REQUEST:

It is requested that the City Council:

1. Consider approving introduction by title only and waiving the first reading of Ordinance No. 2025-, adopting and amending Title 15 of the Marina Municipal Code to adopt 2025 Edition Part 7 California Wildland-Urban Interface Code of California Building Standards Codes.
2. Finding this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15031(b)(3) of the CEQA Guidelines.

BACKGROUND:

The California Building Standards Commission (CBSC) has published the latest editions of the construction codes (Codes) for the State of California. They will become effective for every state agency and local municipality as of January 1, 2026, but cities are allowed to modify the codes to reflect local conditions. The City of Marina (City) has until that date to modify the Codes with local exceptions, modifications, and additions, supported by express findings or the Codes will go into effect unmodified by local conditions. Typically, every three years the CBSC reviews and revises the Codes.

The ordinance before Council for introduction on November 4th, 2025, would amend Title 15 of the Marina Municipal Code (MMC) to adopt and add the 2025 Part 7 California Wildland-Urban Interface Code to the 2025 Edition of the California Building Standards Code.

ANALYSIS:

The attached ordinance, with Exhibit A, would introduce for adoption the 2025 Part 7 California Wildland-Urban Interface Code. At the October 7th City Council Meeting the 2025 California Building Code was adopted without the inclusion of the 2025 California Wildland-Urban Interface Code.

State law requires that the City Council schedule a public hearing on the ordinance after the first reading. The public hearing can occur in conjunction with the second reading. The ordinance adopting amendments, exceptions, modification, and additions must be sent to the CBSC and be in effect as of January 1, 2026. Pursuant to Government Code 50022.3 and 6066, the notice of the public hearing must be published once a week for two successive weeks. The City Council must determine that the form of this publication is sufficient to give notice to interested persons about the purpose of the ordinance and the subject matter thereof. In addition, the city is required to keep on file a copy of the codes to be adopted by reference for at least 15 days before the public hearing as well as after adoption of the ordinance.

FISCAL IMPACT:

None

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

Dan Paolini, CBO
Chief Building Official
City of Marina

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

Guido Persicone
Community Development Director
City of Marina

Layne P. Long
City Manager
City of Marina

ORDINANCE NO 2025-_____

AN ORDINANCE OF THE CITY OF MARINA ADOPTING AND AMENDING TITLE 15 OF THE MARINA MUNICIPAL CODE TO ADD PART 7 CALIFORNIA WILD-LAND URBAN INTERFACE CODE TO THE ADOPTED 2025 EDITION OF CALIFORNIA BUILDING STANDARD CODES, SPECIFICALLY 2025 CALIFORNIA BUILDING CODE.

-o0o-

WHEREAS, pursuant to Sections 17922, 17958, 17958.5 and 17958.7 of the California Health and Safety Code, the City may adopt the provisions of the California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Green Building Standards, Existing Building, Historical, and Fire Codes and Wildland-Urban Interface Code with certain exceptions, modifications and additions to provisions of the California codes which are reasonably necessary to protect the health, welfare and safety of the citizens of the City of Marina (“City”) because of local climatic, geological and topographical conditions; and

WHEREAS, the City Council has considered whether certain modifications to the building standards contained in Exhibit A, attached hereto are necessary in the City due to local climatic, geological, or topographical conditions, and.

WHEREAS, the City Council held a duly noticed hearing on November 4th, to adopt the 2025 California Wildland-Urban Interface Code; and

WHEREAS, this ordinance was found to be categorically exempt from environmental review, per the provisions of Section 15061(b) (3) of the Guidelines to the California Environmental Quality Act. and

WHEREAS, this amendment adds Part 7 California Wildland-Urban Interface Code to the amended and adopted Title 15 of the Marina Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MARINA DOES HEREBY ORDAIN AS FOLLOWS:

1. Title 15 Amended: Title 15 entitled “Buildings and Construction” is hereby amended as set forth in the attached one (1) page, marked Exhibit “A,” and incorporated herein by this reference thereto.
2. Savings Clause: Repeal of any provision of the Marina Municipal Code or any other city ordinance herein will not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before, this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this ordinance.
3. Severability: If any provision, section, paragraph, sentence or word of this ordinance, or the application thereof to any person, property or circumstance is rendered or declared invalid by any court of competent jurisdiction, the remaining provisions, sections, paragraphs, sentences

or words of this ordinance, and their application to other persons, property or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

4. Interpretation: The provisions of this ordinance are enacted for the public health, safety and welfare and are to be liberally construed to obtain the beneficial purposes thereof as specified in Chapter 1 of the Building Code. In the event of any conflict between this ordinance and any law, rule, or regulation of the State of California, that requirement which established the higher standard of safety shall govern. Failure to comply with such standard of safety shall be a violation of the Municipal Code. Any provision of the Municipal Code or appendices thereto inconsistent with the provisions of this ordinance, to the extent of such inconsistency and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this ordinance.

5. Filing of Findings: The City Clerk is hereby directed to file a copy of this ordinance with the California Building Standards Commission of the State of California.

6. Notice: The City Council hereby determines that the form of the Notice of the public hearing held on October 21, 2025, which was published on September 7 and September 14, is sufficient to give notice to interested persons of the purpose of the ordinance and the subject matter thereof.

7. Liability: The provisions of this ordinance shall not be construed as imposing upon the City any liability or responsibility for damage to persons or property resulting from defective work, nor shall the City, or any official, employee or agent thereof, be held as assuming any such liability or responsibility by reason of the review or inspection authorized by the provisions of this ordinance or of any permits or certificates issued under this ordinance.

8. Effective Date: This ordinance shall take effect on January 1, 2026.

9. Posting of Ordinance: Within fifteen (15) days after the passage of this ordinance, the City Clerk shall cause it to be posted in three (3) public places designated by resolution of the City Council.

The forgoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on November 4, 2025, and was passed and adopted at a regular meeting duly held on November 18, 2025, by the following votes:

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
ORDINANCE NO. 2025-___**

**AMENDMENTS TO TITLE 15 OF THE MARINA MUNICIPAL CODE
BUILDINGS AND CONSTRUCTION**

Editor's Note: **Bold**, [bracketed] numbers and text are for identification purposes only and are not a part of the Title as amended.

1- Section 15.04.010 of the Marina Municipal Code is amended to add:

15.04.010 Definitions.

"Wildland-Urban Interface" means the California Wildland-Urban Interface Code (CWUIC) 2025 edition promulgated by the International Wildland-Urban Interface Code Council , including the appendix thereto, together with those omissions, amendments, exceptions, and additions thereto as amended in Title 24 of the California Code of Regulations and as amended by the Marina Municipal Code.

2- Title 15 of the Marina Municipal Code is amended to add:

Chapter 15.33 Adoption of the California Wildland-Urban Interface Code

15.33.010 Adoption of the California Wildland-Urban Interface Code

A. Except as otherwise provided for in this chapter, the California Wildland-Urban Interface Code (CWUIC) 2025 edition promulgated by the International Wildland-Urban Interface Code Council, including the appendix thereto, together with those omissions, amendments, exceptions, and additions thereto as amended in Title 24 of the California Code of Regulations and as amended by the Marina Municipal Code are approved and adopted, and are hereby incorporated in this chapter by reference and made a part hereof the same as if fully set forth herein.

B. One copy of the California Wildland-Urban Interface Code has been filed for use and examination of the public in the office of the building official of the city of Marina.

October 30, 2025

Item No. **13a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 4, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025,
APPROVAL OF THE COMPENSATION PLAN FOR THE EXECUTIVE
DIRECTORS OF MARINA AND AUTHORIZING AN ADJUSTMENT TO
THE SALARY SCHEDULE FOR DIRECTORS,
CONFIDENTIAL/UNREPRESENTED EMPLOYEES AND CITY COUNCIL
FOR FY2025 AND FY 2026.**

REQUEST:

It is recommended that the City Council consider:

1. Adopting Resolution No. 2025-, authorizing the City Manager to execute the Compensation Plan for the Executive Directors of Marina; and,
2. Authorizing adjustments to the City's Salary Schedule for the Directors, Confidential/Unrepresented Employees and City Council; and,
3. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

The City of Marina provides Directors, Confidential/Unrepresented Employees and City Council salary adjustments based on the COLA provided to the Utility Workers of America, referred to as UWUA (General Unit), which represents the largest group of employees. On October 18th, 2025, City Council approved the MOU for the Utility Workers Union of America, Local 614 (UWUA) that provided for a 3.5% cost of living adjustment (COLA) for 2025 and a 3.5% COLA for 2026. City Ordinance 2025-02 provided for a COLA adjustment annually for City Council, according to the cost-of-living adjustment approved for the City's general bargaining unit employees.

ANALYSIS:

Staff is proposing a modification to the Salary Table to account for the changes in salary. Marina Directors, Confidential/Unrepresented Employees and City Council would receive salary adjustments for fiscal year 2025 and 2026 with a cost-of-living increase of 3.5% for each year. Attached as "**EXHIBIT A**" is the adjusted Salary Table reflecting the increases to the above listed groups. As with the UWUA MOU, the proposed 2025 cost of living increase of 3.5% would be effective first full pay period after July 1, 2025, and a 3.5% increase for 2026 would be effective the first full pay period following July 1, 2026.

Also included in the salary table (**EXHIBIT A**) are adjustments to the Temporary and Part-time positions of Recreation Instructor I & II account for minimum wage changes and reflected through the salary scale (Step A through Step E).

The proposed adjustments align with the policy goals communicated to the negotiating team by the City Council for this negotiation and included considerations of the job market and increased cost of living. This adjustment is intended to enhance employee retention and provide competitive salaries for employees.

Executive Compensation Changes

Government Code section 54953(c)(3) requires that, before taking final action, the City must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of local agency executives. Below in Table 1 is a list of employees who constitute local agency executives in the Marina Directors group.

Table 1. Executive Compensation Salary Range

<u>Position</u>	<u>Proposed Monthly Broadband Range (with 3.5% COLA)</u>
City Manager Assistant City Manager Community Development Director Finance Director Fire Chief Police Chief Recreation & Cultural Services Director Public Works Director Human Resources and Risk Management Director	\$12,567 - \$21,620

Executive Compensation Changes

Government Code section 54953(c)(3) requires that the City provides an oral report in regard to the proposed executive salary and compensation adjustments. This report will be provided during the City Council meeting and will be consistent with Table 1 below.

Executive Compensation Summary

The Marina Directors group's actual salaries as a result of the above compensation changes are summarized in Table 2 below.

Table 2. Executive Compensation Summary

<u>Position</u>	<u>Monthly Salary</u>
City Manager	\$21,619.46
Assistant City Manager	VACANT
Community Development Director	\$17,252.78
Finance Director	\$18,837.00
Fire Chief	VACANT
Police Chief	\$18,029.70
Recreation & Cultural Services Director	VACANT
Human Resources & Risk Management Director	\$15,858.96
Public Works Director	\$17,594.99

***Due to potential rounding errors actual published salary schedule may differ slightly**

FISCAL IMPACT

The fiscal impact of the increased cost to the City from the proposed cost of living increase of 3.5% for the Directors, Council, Confidential/Unrepresented and Temporary Part-Time Employees (adjusted salary scale for the Recreation Instructor I & II) is approximately \$148,000 annually for FY 25-26 and approximately \$153,750 for FY 26-27.

At this time, a budget amendment is not needed. The remaining difference is anticipated to come from savings in other line items.

CONCLUSION:

This request is submitted for City Council consideration and approval.

Respectfully submitted,

Belinda Varela, Director
Human Resources & Risk Management
City of Marina

REVIEWED/CONUR:

Layne Long
City Manager
City of Marina

Attachments: Adjusted Salary Table

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND THE MARINA DIRECTORS AND AUTHORIZE AN ADJUSTMENT TO THE SALARY SCHEDULE FOR DIRECTORS, CONFIDENTIAL/UNREPRESENTED EMPLOYEES AND CITY COUNCIL FOR FY2025 AND FY 2026.

WHEREAS, In 2023, the City Council approved a Compensation Plan for Marina Directors; and,

WHEREAS, the City Council approved an MOU for the Utility Workers Union of America, Local 614 (UWUA) that provided for a 3.5% cost of living adjustment (COLA) for 2025 and a 3.5% COLA for 2026; and

WHEREAS, The City of Marina provides Directors, Confidential/Unrepresented Employees and City Council salary adjustments based on the COLA provided to the Utility Workers of America; and

WHEREAS, adjustments to the Temporary and Part-time positions of Recreation Instructor I & II account for minimum wage changes; and

WHEREAS, The proposed adjustments align with the policy goals communicated to the negotiating team by the City Council for this negotiation and included considerations of the job market and increased cost of living. This agreement is intended to enhance employee retention and provide competitive salaries for employees; and

WHEREAS, Government Code section 54953(c)(3) requires that, before taking final action, the City must orally report a summary of the recommendation regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executives; and

WHEREAS, on November 4, 2025, the City Council received an oral report on the changes to executive compensation and approved the changes.

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

1. Authorize the City Manager to execute the Compensation Plan for the Executive Directors of Marina; and,
2. Authorize adjustments to the City's Salary Schedule for the Directors, Confidential/Unrepresented Employees and City Council; and,
3. Authorize the Finance Director to make appropriate accounting and budgetary entries.

PASSED AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 4th day of November 2025 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

EXHIBIT A

Salary Table Adjustments - July 2025

EXHIBIT A

Class	Eff. Date	A	B	C	D	E
Account Tech	07/14/2025	\$33.8517	\$35.6009	\$37.3809	\$39.2499	\$41.2124
Accounting Services Manager	07/14/2025	\$57.1455	\$59.8164	\$63.0031	\$66.1530	\$69.4606
Administrative Asst II	07/14/2025	\$30.1805	\$31.6895	\$33.2740	\$34.9378	\$36.6846
Airport Services Manager	07/14/2025	\$55.1111	\$57.8666	\$60.7599	\$63.7979	\$66.9879
Arborist/Landscaper	07/14/2025	\$40.0529	\$42.0556	\$44.1584	\$46.3663	\$48.6846
Assistant City Manager	07/14/2025	\$72.5034	-			\$124.7307
Assistant Civil Engineer	07/14/2025	\$44.4398	\$46.6618	\$48.9950	\$51.4446	\$54.0169
Assistant Planner	07/14/2025	\$40.4773	\$42.5012	\$44.6262	\$46.8575	\$49.2004
Associate Civil Engineer	07/14/2025	\$48.1926	\$50.6016	\$53.3253	\$55.7876	\$58.5777
Associate Planner	07/14/2025	\$44.0434	\$46.2456	\$48.5580	\$50.9858	\$53.5351
Building Inspector	07/14/2025	\$38.8111	\$40.7515	\$42.7891	\$44.9242	\$45.3605
Chief Building Official	07/14/2025	\$64.2656	\$67.4789	\$70.8529	\$74.3955	\$78.1152
City Engineer	07/14/2025	\$74.7959	\$78.5357	\$82.4625	\$86.5856	\$90.9148
City Manager	07/14/2025	\$72.5034	-			\$124.7307
Code Enforcement Manager	07/14/2025	\$47.9056	\$50.3009	\$52.8159	\$55.4567	\$58.2295
Communications Manager	07/14/2025	\$50.4419	\$52.9640	\$55.6122	\$58.3929	\$61.3125
Council Member (per Month)	07/14/2025	\$2,070.00				
Community Development Dir	07/14/2025	\$72.5034	-			\$124.7307
Community Services Officer	07/14/2025	\$32.4673	\$34.0906	\$35.7952	\$37.5850	\$39.4642
Deputy City Clerk	07/14/2025	\$38.1994	\$40.1095	\$42.1149	\$44.2206	\$46.4317
Executive Assistant	07/14/2025	\$35.1147	\$36.8703	\$38.7138	\$40.6496	\$42.6822
Finance Director	07/14/2025	\$72.5034	-			\$124.7307
Financial Analyst	07/14/2025	\$43.4686	\$45.6421	\$47.9242	\$50.3203	\$52.8363
Fire Captain	07/14/2025	\$40.2492	\$42.2616	\$44.3747	\$46.5935	\$48.9232
Fire Chief	07/14/2025	\$72.5034	-			\$124.7307
Fire Engineer	07/14/2025	\$35.8503	\$37.6428	\$39.5250	\$41.5012	\$43.5764
Fire Fighter	07/14/2025	\$32.8309	\$34.4725	\$36.1960	\$38.0057	\$39.9060
Housing Manager	07/14/2025	\$52.9232	\$55.5694	\$58.3478	\$61.2652	\$64.3285
Human Resource Analyst	07/14/2025	\$43.4686	\$45.6420	\$47.9241	\$50.3203	\$52.8363
Human Resources Director	07/14/2025	\$72.5034	-			\$124.7307
Intern	07/14/2025	\$17.0888	\$17.9432	\$18.8404	\$19.7824	\$20.7715
IT Manager	07/14/2025	\$62.1849	\$65.2941	\$68.5588	\$71.9868	\$75.5861
Management Analyst	07/14/2025	\$38.8023	\$40.7424	\$42.7795	\$44.9185	\$47.1644
Mayor (per Month)	07/14/2025	\$2,587.50				
Mechanic	07/14/2025	\$37.8311	\$39.7227	\$41.7087	\$43.7942	\$45.9839
Mechanic Assistant	07/14/2025	\$26.9528	\$28.3005	\$29.7156	\$31.2013	\$32.7613
Payroll Tech	07/14/2025	\$37.2269	\$39.0882	\$41.0426	\$43.0948	\$45.2495
Permit Technician	07/14/2025	\$35.8889	\$37.6833	\$39.5675	\$41.5459	\$43.6232
Planning Services Manager	07/14/2025	\$64.2567	\$67.4696	\$70.8430	\$74.3852	\$78.1045
Police Chief	07/14/2025	\$72.5034	-			\$124.7307
Police Records Supervisor	07/14/2025	\$40.3300	\$42.3465	\$44.4638	\$46.6870	\$49.0214
Police Records Technician	07/14/2025	\$31.2927	\$32.8573	\$34.5004	\$36.2253	\$38.0366
Police Service Specialist	07/14/2025	\$34.9739	\$36.7225	\$38.5587	\$40.4867	\$42.5109
Property & Evidence Tech.	07/14/2025	\$34.4647	\$36.1881	\$37.9973	\$39.8972	\$41.8920
PW Mtc Worker I	07/14/2025	\$27.1785	\$28.5374	\$29.9643	\$31.4625	\$33.0355
PW Mtc Worker II	07/14/2025	\$29.8935	\$31.3880	\$32.9575	\$34.6054	\$36.3356
PW Section Crew Lead	07/14/2025	\$41.0477	\$43.1001	\$45.2551	\$47.5178	\$49.8937
Recreation Instructor	07/14/2025	\$17.0800	\$17.9400	\$18.8400	\$19.7820	\$20.7711
Recreation Instructor II	07/14/2025	\$17.8500	\$18.7400	\$19.6800	\$20.6600	\$21.6930
Recreation Manager	07/14/2025	\$46.3680	\$48.8727	\$51.4499	\$54.1616	\$57.0078
Public Works Director	07/14/2025	\$72.5034	-			\$124.7307
Recreation Director	07/14/2025	\$72.5034	-			\$124.7307
Recreation Specialist	07/14/2025	\$33.0996	\$34.7546	\$36.4923	\$38.3168	\$40.2327
Senior Building Inspector	07/14/2025	\$44.4754	\$46.6992	\$49.0343	\$51.4860	\$54.0601
Sr. HR Analyst	07/14/2025	\$46.6378	\$48.9697	\$51.4182	\$53.9891	\$56.6885
Sr. Management Analyst	07/14/2025	\$42.8500	\$44.9927	\$47.2423	\$49.6044	\$52.0846
Sr. Planner	07/14/2025	\$53.5930	\$56.2725	\$59.0862	\$62.0406	\$65.1425
Sr. Recreation Instructor	07/14/2025	\$18.5000	\$19.4200	\$20.4000	\$21.4200	\$22.4900
Superintendent	07/14/2025	\$55.0009	\$57.7509	\$60.6385	\$63.6703	\$66.8538

October 31, 2025

Item No. **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of November 4, 2025

**CITY COUNCIL TO RECEIVE AN INFORMATIONAL UPDATE ON
THE REHABILITATION OF THE MARINA ARTS VILLAGE AND TO
PROVIDE DIRECTION ON TERMITE TREATMENT OPTIONS.**

REQUEST:

This staff report is provided as an informational update to the City Council regarding the near completion of the Marina Arts Village Rehabilitation Project. Additionally, it seeks Council direction on necessary additional project actions and funding options that exceed the approved budget, particularly related to addressing unresolved issues such as termite treatment and stabilization measures.

BACKGROUND:

On December 17, 2024, the City Council discussed executing a Public Improvement and Reimbursement Agreement with Shea Homes Limited Partnership for the rehabilitation of the Marina Arts Village. The scope of work in this agreement included hazardous material testing and cleanup, debris removal, building demolition, re-sheathing and new roofing, new siding, painting, and overhead door repairs.

In response to Council's request, a site visit was held on January 7, 2025, attended by approximately 40 members of the public and City officials. During the visit, Council and the public received visual and contextual information about the current condition of the Arts Village and the proposed scope of work. The Council also requested additional information on demolition costs, foundation removal, stabilization, and the cost of copper gutters and downspouts.

Subsequently, staff verified Shea Homes' estimates as thorough and accurate. With limited input from other contractors, due to their inability to provide free detailed inspections, Shea remained the primary viable proposal. Four stabilization alternatives were reviewed, with the Council's direction on April 1, 2025, to reduce the building footprint by removing the southern sections and enter into a reimbursement agreement with Shea to share costs, each contributing up to \$1,353,000.

The project commenced in May 2025 and has substantially completed all visible rehabilitation work. Pending tasks include PG&E's electrical connection, which is necessary for lighting and security. During assessment, termites were discovered in one section of the building, likely to recur, with treatment estimated at approximately \$83,000.

ANALYSIS:

The rehabilitation project is close to final completion, with only PG&E's electrical hook-up remaining. However, outstanding issues include the termite infestation, which previously affected one section of the building. Although interim cleanup has been performed, the likelihood of future recurrence necessitates treatment.

Addressing the termite issue will require an estimated investment of approximately \$83,000. This cost, along with potential additional stabilization measures such as further modifications or structural reinforcements will influence project costs beyond the current budget.

After engaging three pest control companies to identify the best path forward, staff recommends Council consider options consistent with the project's goals and financial constraints, including approving additional funding for termite treatment and stabilization efforts.

<u>Company Name</u>	<u>Price</u>	<u>Other</u>
101 Exterminators	\$71,000	Price includes sealing the structure and fumigating with either Vikane or Zythor gas.
Monterey Bay Pest Control	\$77,525	Price is for sealing and fumigating the entire building, using a superior pesticide product. Preventative Spray Treatment of Interior Wood is \$5,600
West Exterminators	\$131,934	Price is for Full Structure Fumigation. Heat Treatment only is \$10,000. Prices are not exact, some wiggle room still.

FISCAL IMPACT:

The estimated cost for the recommended option to treat the termite infestation is approximately \$83,000.

Under the current partnership agreement, Shea Homes and the City each contribute up to \$1,353,000 toward stabilization efforts. Given that the termite treatment will push the project beyond the initial budget, Council guidance is necessary to determine the appropriate course of action.

EXHIBITS:

Exhibit A – Arts Village Budget Worksheet
Exhibit B – Arts Village Structural Report (Final)
Exhibit C – Quote from 101 Exterminators
Exhibit D – Quote from Monterey Bay Pest Control
Exhibit E – Quote from West Exterminators
Exhibit F – Fully Executed Reimbursement Agreement

Respectfully submitted,

Ismael Hernandez
Public Works Director
City of Marina

REVIEW/CONCUR:

Layne Long
City Manager
City of Marina

Arts District
Budget Worksheet
10/30/2025

Job Number	Cost Code	Description	Original Budget (Revised)	Budget 9/30/2025	Updated Budget 10/30/2025	Actual to Date	Notes
121559416	011510	Reimbursements	\$ (1,210,000)	\$ (1,315,139)	\$ (1,318,109)		City of Marina - Reimbursement
121559416	040240	Special Inspections		\$ 10,000	\$ 10,000	\$ 8,483	Proposal from Berlogar for \$10k NTE - NEED FINAL INVOICE AND/OR DEDUCTIVE CO.
121559416	031110	Demolition	\$ 616,513	\$ 787,460	\$ 787,460	\$ 787,460	FINAL - Randazzo Contract
121559416	032005	Electric, Gas, Phone		\$ 5,000	\$ 3,000	\$ 3,000	PG&E - Service Costs - Contract Received and final
121559416	032010	Dry Utility Joint Tre		\$ 10,000	\$ 12,000	\$ -	Joint Trench Installation Costs
121559416	032210	Concrete		\$ 65,000	\$ 65,000	\$ -	Conco
121559416	039100	Contingency	\$ 313,733	\$ -	\$ -	\$ -	
121559416	040630	Utilities	\$ 5,000	\$ 5,000	\$ 5,000	\$ 3,089	Temp Power/Generators NEED FINAL INVOICE
121559416	040650	Portable Toilets	\$ 3,500	\$ 3,500	\$ 3,500	\$ 1,678	NEED FINAL INVOICE
121559416	040660	Misc Land Indirects (Dumpsters)	\$ 7,635	\$ 12,000	\$ 12,000	\$ 9,488	Non-Demo related trash dumpsters - NEED FINAL INVOICE
121559416	010215	Civil Engineering Design		\$ 2,000	\$ 1,000	\$ -	Whitson Civil Engineers
121559416	010255	Structural Engineering	\$ -	\$ 12,500	\$ 12,500	\$ 10,980	Status of Final Report?
121559416	010320	Architectural Design	\$ -	\$ 15,500	\$ 15,500	\$ 12,952	WRD - Arch Contract
121559416	010340	Architectural Blueprints		\$ 500	\$ 500	\$ 191	
121559416	010410	Environmental Studies	\$ 16,715	\$ 39,985	\$ 39,985	\$ 39,985	S-Tech - Haz Material Sampling, Report, Monitoring and Close Out
121559416	011030	Govt Consultant	\$ 7,500	\$ 8,800	\$ 8,800	\$ 4,400	CCMI - Prevailing Wage Monitoring
121559416	011110	Dry Utility Consultant	\$ -	\$ 9,500	\$ 9,500	\$ 6,150	Giacalone - Assistance with Utility Service Application
121559416	070605	Insurance Premiums	\$ -	\$ 13,951	\$ 13,951	\$ 10,850	Builders Risk Insurance - Original Policy: \$10,850, Extension to 10/31/2025: \$3,101
121559416	100020	Supervision/Salaries	\$ 30,000	\$ -	\$ -	\$ -	
121559416	102240	Rough Carpentry	\$ 1,068,888	\$ 1,260,145	\$ 1,260,145	\$ 1,260,145	Capital Builders
121559416	102290	Roofing Tiles	\$ 244,898	\$ 241,000	\$ 241,000	\$ 78,300	Citadel Roofing
121559416	102470	Painting	\$ 44,443	\$ 47,000	\$ 48,775	\$ -	Peterson Painting
121559416	102120	Walls/Fencing	\$ 10,000	\$ 10,275	\$ 10,275	\$ 10,275	
121559416	102350	Overhead Doors (Man Doors)	\$ 38,175	\$ 31,601	\$ 31,601	\$ 1,445	
121559416	102630	Electrical	\$ -	\$ 39,560	\$ 44,726	\$ 810	Electrical Panel, Exterior Light Fixtures = \$5166,16
		TOTAL COST	\$ 2,407,000	\$ 2,630,277	\$ 2,636,218	\$ 2,249,681	
		City Share	\$ 1,203,500	\$ 1,315,139	\$ 1,318,109		
		Shea Share	\$ 1,203,500	\$ 1,315,139	\$ 1,318,109		
		NTE		\$ 1,353,000	\$ 1,353,000		Contracted Amount

Discussion Items for City		
\$	83,125	Termite Treatment (Recommendation - Use Monterey Bay Pest Control) Exterior cameras or security systems Access Gates As-built Utility plans for building and sanitary sewer.

September 24, 2025

City of Marina
Building Department
211 Hillcrest Ave
Marina, CA 93933

Permit Number: B25-000301
Project Name: Arts District Stabilization Project
Project Address: 1st Ave & 5th Street, Marina
Subject: Structural Observation Final Compliance Report

In accordance with Chapter 17 of the 2022 California Building Code, we have provided structural observation of the following items:

- Foundation – Not applicable, foundation was existing.
- Roof Framing – Review of repairs as noted on approved construction documents.
- Wall Framing – Review of repairs as noted on approved construction documents.
- Roof Diaphragm – Review of repairs as noted on approved construction documents.
- Lateral Force Resisting System – Review of repairs as noted on approved construction documents.

The structural observations were performed by personnel under the general supervision of the undersigned Registered Civil Engineer in the State of California. Based upon observations performed and our substantiating reports, it is our professional judgment that, to the best of our knowledge, the observed structural work was performed in accordance with the approved plans, specifications, and applicable workmanship provisions of the 2022 California Building Code, and all deficiencies reported had been corrected.

Sincerely,



(Signature)

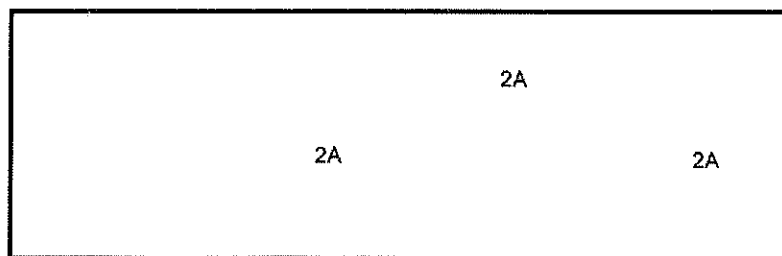
Gabe Dal Porto, P.E. (C73286)
(Print Name)

Professional Seal



WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

Building Address: 2401-2403-2405 1st Ave, Marina, CA 93933		Date of Inspection 08/19/2025	Number of Pages 5
		1628 N. Main St. #213 Salinas, CA 93906 (831) 500-1613 office@101exterminatorsinc.com	
		Report # W31360	
		Lic. Registration # PR 9119	
Escrow #			
Ordered by: Art Building 2401-2403-2405 1st Ave Marina, CA 93933	Property Owner and/or Party of Interest: Art Building 2401-2403-2405 1st Ave Marina, CA 93933	Report Sent to: Art Building 2401-2403-2405 1st Ave Marina, CA 93933	
COMPLETE REPORT ☒ LIMITED REPORT ☐ SUPPLEMENTAL REPORT ☐ REINSPECTION REPORT ☐			
General Description: Commercial Building		Inspection Tag Posted: Interior	
		Other Tags Posted: None	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.			
Subterranean Termites ☐ Drywood Termites ☒ Fungus / Dryrot ☐ Other Findings ☐ Further Inspection ☐			
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for the details on checked items.			



This Diagram is not to scale

 Inspected by: Osvaldo Carrillo State License No. FR42598 Signature *Osvaldo Carrillo*

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Ste. 1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with the services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov



1628 N. Main St. #213
 Salinas, CA 93906
 (831) 500-1613
 office@101exterminatorsinc.com

Work Authorization

Page 1 of 1

Address: 2401-2403-2405 1st Ave Marina, CA 93933

Report # W31360

Report Date: 08/19/2025

The terms of this contract are agreed upon as set forth in the above noted report.

Findings and Recommendations estimated by this Company:

Item	Approval	Primary Estimate	Section
2A	☐	\$71,000.00	I

☐ Complete all of the Items quoted above with Primary Estimate.

Total Estimate \$71,000.00

☐ Complete only the above Items checked.
 Total \$ _____

I have read and understand the terms of the Report referenced above and agree to the terms and conditions set forth.

101 Exterminators Inc. is hereby authorized to complete the Items selected above and it is agreed that payment shall be made as follows:

Payment shall be made as follows: ☐ With close of Escrow ☐ \$ _____ Deposit ☐ \$ _____ on Completion

Escrow Number: _____ Escrow Company: _____ Escrow Officer: _____

Phone () _____ - _____ Email: _____ Address: _____

Owner or Authorized Representative: ☐ Owner ☐ Representative's Title: _____

Print Name: _____ X _____ Date _____

Owner or Authorized Representative: ☐ Owner ☐ Representative's Title: _____

Print Name: _____ X _____ Date _____

FIFTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 2401-2403-2405 1st Ave, Marina, CA 9393308/19/2025W31360

Date

Report #

Findings and Recommendations estimated by this Company:

Item	Approval	Primary Estimate	Section
2A	☐	\$71,000.00	I

☐ Complete all of the items quoted above with Primary Estimate.**Total Estimate \$71,000.00**☐ Complete only the above Items checked.

Total \$ _____

I have read and understand the terms of the Report referenced above and agree to the terms and conditions set forth.
 101 Exterminators Inc. is hereby authorized to complete the Items selected above and it is agreed that payment shall be made as follows:

Payment shall be made as follows: ☐ With close of Escrow ☐ \$ _____ Deposit ☐ \$ _____ on Completion

Escrow Number: _____ Escrow Company: _____ Escrow Officer: _____

Phone () _____ - _____ Email: _____ Address: _____

Owner or Authorized Representative: ☐ Owner ☐ Representative's Title: _____

Print Name: _____ X _____ Date _____

Owner or Authorized Representative: ☐ Owner ☐ Representative's Title: _____

Print Name: _____ X _____ Date _____

SECOND PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 2401-2403-2405 1st Ave, Marina, CA 9393308/19/2025W31360

Date

Report #

What Is a Wood Destroying Pest and Organism Inspection Report?

The following explains the scope and limitations of a structural pest control inspection and a Wood Destroying Pest & Organism Inspection Report.

A Wood Destroying Pest & Organism Inspection Report contains findings as to the presence or absence of wood destroying insects or organisms in visible and accessible areas on the date of inspection and contains our recommendations for correcting any infestations, infections, or conditions found. The contents of the wood destroying pest & organism inspection report are governed by the structural pest control act and its rules and regulations.

Some structures may not comply with building code requirements or may have structural, plumbing, electrical, heating and air conditioning, or other defects that do not pertain to this report. This report does not address any such defects as they are not within the scope of the license of the inspector or the company issuing this report.

The following areas are considered inaccessible for purposes of inspection or are not included in a normal inspection report and therefore are excluded in this report: the interior of hollow walls; spaces between an upstairs floor and the ceiling below or a porch deck and soffit below; stall showers over finished ceilings; such structural segments as areas enclosed by bay windows, buttresses, built-in cabinet work, areas under floor covering; any areas requiring the removal of storage, furnishings or appliances; and any areas to which there is no access without defacing or removing lumber, masonry or finished workmanship.

Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These areas include, but are not limited to: inaccessible and/or insulated attics or portions thereof, attics with less than an 18" clear crawl space, the interior of hollow walls, spaces between a floor or porch deck and the ceiling below, areas where there is no access without defacing or tearing out lumber, masonry or finished work that make inspection impractical, and areas or timbers around eaves that would require use of an extension ladder.

Certain areas may be inaccessible for inspection due to construction or storage. We recommend further inspection of areas where inspection was impractical. Re: Structural Pest Control Act, Business and Professions Code Article 1, 8516(b)(9). Stall shower, if any, is water tested in compliance with Title 16 Professional and Vocational Regulations Article 5, §1991.1(12) of the Structural Pest Control Act. The absence or presence of leaks through sub-floor, adjacent floors or walls will be reported. This is a report of the condition of the stall shower at the time of inspection only, and should not be confused as a guarantee. Although we make a visual examination, we do not deface or probe into window or door frames, decorative trim, roof members, etc., in search of wood destroying pests or organisms.

"This company will reinspect repairs done by others within four months of the original inspection. A charge, if any, can be no greater than the original inspection fee for each reinspection. The reinspection must be done within ten (10) working days of request. The reinspection is a visual inspection and if inspection of concealed areas is desired, inspection of work in progress will be necessary. Any guarantees must be received from parties performing repairs."

NOTE: We do not inspect or certify plumbing, plumbing fixtures, etc.

NOTE: "The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractors' State License Board."

"NOTICE: The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept 101 Exterminators Inc.'s bid or you may contract directly with another registered company licensed to perform the work. If you choose to contract directly with another registered company, 101 Exterminators Inc. will not in any way be responsible for any act or omission in the performance of work that you directly contract with another to perform."

"NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company."

This Wood Destroying Pest & Organisms Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold-like conditions. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold-like conditions, please contact the appropriate mold professional.

"Local treatment is not intended to be an entire structure treatment method. If infestations of wood-destroying pests extend or exist beyond the area(s) of local treatment, they may not be exterminated."

THIRD PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 2401-2403-2405 1st Ave, Marina, CA 9393308/19/2025W31360

Date

Report #

This is a separated report which is defined as Section I/Section II conditions evident on the date of the inspection. Section I contains items where there is visible evidence of active infestation, infection or conditions that have resulted in or from infestation of infection. Section II items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found. Further inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete the inspection and cannot be defined as Section I or Section II.

FINDINGS AND RECOMMENDATIONS

Drywood:

- 2A PRICE: \$71,000.00 (Section I)
 FINDINGS: Evidence of drywood termite infestation at interior framing and rafters several areas as indicated on the diagram.
 RECOMMENDATION: Vacate the premises and seal the structure for fumigation with Vikane or Zythor Gas. Remove or cover accessible evidence of infestation. Fumigation warranted for two years. Fumigation awareness notice must be signed prior to fumigation. See fumigation notice for terms and liabilities.
-

In accordance with the laws and regulations of the State of California, we are required to provide you with the following information prior to application of pesticides to your property.

"State law requires that you be given the following information: CAUTION--PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

"If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (800) 222-1222 and your pest control company immediately."

For further information, contact any of the following:

101 Exterminators inc	831-500-1613	
Poison Control Center	(800) 222-1222	
(Health Questions) County Health Dept.		
Monterey County	(831) 755-4500	
Santa Cruz County	(831) 454-2022	
San Benito County	(831) 637-5367	
Santa Clara County	(408) 918-4800	
San Joaquin County	(510) 267-8000	
Alameda County	(209) 381-1200	
(415) 252-3800	San Francisco County	Merced County
Contra Costa County		(925) 692-2500
(805) 434-5950	(Application Info.) County Agriculture Commission	San Luis Obispo County
Orange County	(714) 955-0100	
Los Angeles County		(626) 575-5471
San Bernardino County	(909) 387-2105	
Riverside County	(951) 955-3045	
San Diego County	(858) 694-2739	
Structural Pest Control Board (Regulatory Info.)	(916) 561-8704	
2005 Evergreen Street, Ste. 1500 Sacramento, CA 95815		

TERMITE AND FUNGUS CONTROL CHEMICALS

Vikane (EPA Reg. No. 1015-78-AA)
 Active Ingredients: Sulfuryl Fluoride 99.8%

FOURTH PAGE OF STANDARD INSPECTION REPORT OF THE PROPERTY LOCATED AT:

Address 2401-2403-2405 1st Ave, Marina, CA 9393308/19/2025W31360

Date

Report #

NOTICE TO OWNER

Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice." Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

NOTE: If the Home Owner fails to pay billing in full, 101 Exterminators Inc. will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example (but not limited to), reasonable attorney's fees. If for any reason this account is to be turned over to our collection agency, you will be responsible for all costs of collecting.

MONTEREY BAY PEST CONTROL

Locally Owned & Operated

EXHIBIT D

1997 DEL MONTE BLVD.
SEASIDE, CA 93955

(831) 394-7378

montereybaypestcontrol@gmail.com

State License #PR0654, OPR 14084

Pest Control Service Agreement

CUSTOMER ACCOUNT # 108582		SERVICE LOCATION 8th St and 1st Ave, Marina CA (former Fort Ord Bldg)									
BILL TO Shea Homes		NOTIFY FIRST BEFORE SERVICE N Y ☐ TEXT ☐ CALL									
STREET 2630 Shea Center Drive		PERSON TO BE CONTACTED ☐ TENANT									
CITY, STATE, ZIP Livermore, CA 94551	TYPE OF PROPERTY TO BE SERVICED ☐ SINGLE FAMILY ☐ MULTI-FAMILY ☐ GARAGE ☒ OTHER		SERVICE PHONE								
MOBILE PHONE 925-250-0284			GIVE TENANT NOTICE Y N								
E-MAIL sean.ohearn@sheahomes.com	SERVICE TO BE PROVIDED ☒ ONE-TIME ☐ QUARTERLY ☐ BI-MONTHLY ☐ SEMI-ANNUAL ☐ MONTHLY ☐ ANNUAL ☐ OTHER										
JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC

PEST(S) TO BE CONTROLLED

Drywood and Subterranean Termites

Wood fungal decay

INSTRUCTIONS

1. Fumigation of Arts building (Fort Ord) for Drywood termites: \$77,525

2. Preventative spray treatment of wood on the interior (done after the fumigation): \$5,600

This process protects and treats wood against fungal decay and wood-destroying insects, including drywood and subterranean termites.

Pre-Fumigation Steps: Any missing doors will need to be covered with plywood. Power is needed. Roof must be prepped 1-2 days prior.

RECOMMENDED SERVICES

I recommend both treatments, as fumigation will eliminate all active drywood termite colonies. However, fumigation will not eliminate subterranean termites. Because a soil treatment is necessary, using Tim-bor is an excellent option.

We can treat all exposed wood and provide long-term protection against future infestations.

CAUTION: PESTICIDES ARE TOXIC CHEMICALS

Unless canceled with main office, this contract shall automatically renew at the end of each year, subject to price increase at that time.

Upon cancellation, the final service charge will be to pick up any equipment on property.

Please Initial _____

INITIAL SERVICE CHARGE \$ N/A
REGULAR SERVICE CHARGE \$ Initial above next to treatment selections
TOTAL ANNUAL AMOUNT \$ _____

THIS SERVICE AGREEMENT, UNLESS ACCEPTED, SHALL EXPIRE AUTOMATICALLY AFTER 30 DAYS FROM THE DATE BELOW.

CUSTOMER _____

COMPANY REPRESENTATIVE Desiree Stilwell

DATE _____

DATE 09/02/2025

Sean O'Hearn

From: Monterey Bay Pest Control, Inc. <montereybaypestcontrol@gmail.com>
Sent: Wednesday, September 3, 2025 7:59 AM
To: Sean O'Hearn
Subject: Updated bid for treatment at 8th St & 1st Ave, Marina
Attachments: Shea Homes- 8th St and 1st Ave.pdf; Tim-bor_Professional_Label_2022.pdf

 You don't often get email from montereybaypestcontrol@gmail.com. [Learn why this is important](#)

Hello,

I've attached our bid for treatment at 8th Street and 1st Avenue in Marina. Please let me know if you have any questions.

1. Fumigation of the building to eliminate drywood termites.

Structural Fumigation Using Vikane® Gas

Site Preparation: Securing and sealing the structure to create a gas-tight environment. This includes enclosing the building with fumigation tarps, sealing all vents, doors, and windows, and posting warning signs as required by law.

Utility Coordination: Coordinating with the local gas company to shut off gas service prior to fumigation. Electrical power must remain on to operate fans and monitoring equipment.

Fumigant Introduction: Releasing Vikane® gas into the sealed structure at a calculated dosage based on volume, temperature, and infestation conditions to ensure eradication of all life stages of termites.

Exposure Period: Maintaining the structure under fumigation for the required duration, ensuring uniform gas penetration throughout all structural voids.

Aeration: Following the exposure period, tarps are removed and the structure is ventilated thoroughly using fans and natural airflow until Vikane® levels drop to safe reentry thresholds.

Clearance Testing: Conducting mandatory air quality tests using calibrated detection equipment to confirm that gas levels are below 1 ppm (parts per million) and the structure is safe for occupancy.

Certification: Issuance of a fumigation clearance notice and reentry certification to the property owner or agent upon successful completion and compliance with all regulatory safety standards.

2. After fumigation, we will treat the currently exposed interior wood with Tim-bor (see attached label). This treatment protects the wood from fungal decay and wood-destroying insects, including termites. The preservative becomes a part of the wood as it penetrates deep into the wood through a process

called diffusion. By diffusing deep into wood fibers, Tim-bor lasts for as long as wood is kept away from flowing water. That means that Timbor has controlling powers that last for a very long time.

Local Termite Treatment Using Tim-bor® (Surface Spray Application)

Surface Preparation: Cleaning and prepping wood by removing dust, dirt, or finishes (such as paint or stain) to ensure proper absorption of the Tim-bor® solution.

Tim-bor® Application: Application of a Tim-bor® borate solution via low-pressure surface spray directly onto exposed and infested wood. Two coats may be applied for increased penetration and long-term protection.

Drying Time: Allowing treated areas to dry thoroughly, typically within 2–4 hours, with restricted access during this period to ensure safety.

Localized Soil Treatment Using Tim-bor® (Borate-Based Application)

Soil Preparation: Removal of debris, mulch, or obstructions around the treatment zone to expose the soil adjacent to structural foundations, piers, or wood elements.

Soil Application: Application of the Tim-bor® solution directly to the soil using low-pressure spray or trench-and-treat methods around critical entry points, including foundation perimeters, crawlspaces, and wood-to-ground contact areas.

Absorption & Drying: Allowing the treated soil to absorb the borate solution and dry, forming a protective barrier that deters termite activity in the treated zone.

Post-Treatment Cleanup: Restoration of treated areas to original condition (backfilling trenches if dug) and removal of any excess solution or equipment from the site.

****Recommendation****

- I recommend both treatments, as fumigation will eliminate all active drywood termite colonies. However, fumigation will not eliminate subterranean termites. Because a soil treatment is necessary, using Tim-bor is an excellent option. We can treat all exposed wood and provide long-term protection against future infestations.

****Important Pre-Fumigation Steps:****

- Any missing doors must be covered with plywood.
- Access to power is required.
- The roof should be prepared 1–2 days before fumigation.

****Additional Notes:****

- Must confirm whether the building has gas, as I did not see the gas meter.
- Must confirm whether the site has water access.
- The quoted price includes prevailing wages for work done Monday through Friday only.
- The price does not cover work on weekends or holidays.
- Please provide 3–4 weeks' notice to book the job.

Thank you,

Desiree

Monterey Bay Pest Control, Inc.

1997 Del Monte Blvd

Seaside, CA 93955

831-394-7378

www.montereybaypestcontrol.com

A Locally Owned, Family Business

MONTEREY BAY PEST CONTROL

Locally Owned & Operated

EXHIBIT D

1997 DEL MONTE BLVD.
SEASIDE, CA 93955
(831) 394-7378

montereybaypestcontrol@gmail.com
State License #PR0654, OPR 14084

Pest Control Service Agreement

CUSTOMER ACCOUNT # 108582				SERVICE LOCATION 8th St and 1st Ave, Marina CA (former Fort Ord Bldg)							
BILL TO Shea Homes				NOTIFY FIRST BEFORE SERVICE N Y ☐ TEXT ☐ CALL							
STREET 2630 Shea Center Drive				PERSON TO BE CONTACTED ☐ TENANT							
CITY, STATE, ZIP Livermore, CA 94551				TYPE OF PROPERTY TO BE SERVICED ☐ SINGLE FAMILY ☐ MULTI-FAMILY ☐ GARAGE ☒ OTHER		SERVICE PHONE					
MOBILE PHONE 925-250-0284						GIVE TENANT NOTICE Y N					
E-MAIL sean.ohearn@sheahomes.com				SERVICE TO BE PROVIDED ☒ ONE-TIME ☐ QUARTERLY ☐ BI-MONTHLY ☐ SEMI-ANNUAL ☐ MONTHLY ☐ ANNUAL ☐ OTHER							
JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
PEST(S) TO BE CONTROLLED Drywood and Subterranean Termites											

Wood fungal decay

INSTRUCTIONS

1. Fumigation of Arts building (Fort Ord) for Drywood termites: \$84,630

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This process protects and treats wood against fungal decay and wood-destroying insects, including drywood and subterranean termites.

Pre-Fumigation Steps: Any missing doors will need to be covered with plywood. Power is needed. Roof must be prepped 1-2 days prior.

RECOMMENDED SERVICES

I recommend both treatments, as fumigation will eliminate all active drywood termite colonies. However, fumigation will not eliminate subterranean termites. Because a soil treatment is necessary, using Tim-bor is an excellent option.

We can treat all exposed wood and provide long-term protection against future infestations.

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Upon cancellation, the final service charge will be to pick up any equipment on property.

Please Initial _____

INITIAL SERVICE CHARGE \$ N/A
REGULAR SERVICE CHARGE \$ Initial above next to treatment selections
TOTAL ANNUAL AMOUNT \$ _____

THIS SERVICE AGREEMENT, UNLESS ACCEPTED, SHALL EXPIRE AUTOMATICALLY AFTER 30 DAYS FROM THE DATE BELOW.

CUSTOMER _____

COMPANY REPRESENTATIVE Desiree Stilwell

DATE _____

DATE 09/02/2025

Tim-bor Professional

INSECTICIDE AND FUNGICIDE

A preservative for protection and treatment of wood against fungal decay and wood destroying insects including termites

For the prevention and remedial control of wood** infesting organisms including: Termites, Drywood Termites, Wood Destroying Beetles, Decay Fungi and Carpenter Ants
 **Also for Wood Foam Composite Structural Components

NET WT.: 25 LBS.

**Active Ingredient:**

Disodium Octaborate Tetrahydrate (CAS No. 12280-03-4) 98%
 Other Ingredient+ 2%
 Total 100%
 +Contains 2% H₂O - Absorbed Moisture

EPA Reg. No. 64405-8

EPA Est. 64405-TN-1

Keep Out of Reach of Children
CAUTION

SEE SIDE PANEL FOR FIRST AID, PRECAUTIONARY
 STATEMENTS AND COMPLETE DIRECTIONS FOR USE.

First Aid

If Swallowed:	• Immediately call a poison control center or doctor for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by the poison control center or doctor. • Do not give anything by mouth to an unconscious person.
If Inhaled:	• Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. • Call a poison control center or doctor for further treatment advice.
If In Eyes:	• Hold eye open and rinse slowly and gently with water for 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for further treatment advice.
Have the product container or label with you when calling a poison control center or doctor or going for treatment.	

PRECAUTIONARY STATEMENTS**Hazards To Humans & Domestic Animals**

CAUTION: Harmful if swallowed or inhaled. Causes moderate eye irritation. Avoid contact with eyes or clothing. Avoid breathing dust. Thoroughly wash with soap and water after handling. Remove contaminated clothing and wash clothing before reuse.

Personal Protective Equipment (PPE)

Some materials that are chemical-resistant to this product are barrier laminate; butyl, nitrile, neoprene and natural rubbers ≥ 14 mils; polyethylene; polyvinyl chloride; and viton ≥ 14 mils. If you want more options, follow the instructions for category C on an EPA chemical-resistance category selection chart.

Applicators, mixers and other handlers must wear long-sleeved shirt, long pants, socks, shoes, chemical-resistant gloves and protective eyewear. When applying this product in confined spaces, provide ventilation or an exhaust system; or use a NIOSH-approved dust/mist filtering respirator (MSHA/NIOSH approval number prefix TC-21C) with a prefilter approved for pesticides (MSHA/NIOSH approval prefix TC-23C); or use a canister approved for pesticides (MSHA/NIOSH approval prefix TC-14G) or a NIOSH-approved respirator with any N, R, P, or HE prefilter.

User Safety Requirements

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet;
- Remove clothing immediately if pesticide gets inside, then wash thoroughly and put on clean clothing;
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

Environmental Hazards

Wood treatment facilities must take steps to prevent runoff of the product into the waterway. Treated material stored outdoors within 100 feet of a pond, lake, stream or river must be covered, surrounded by a containment berm or otherwise protected to prevent surface water runoff. The containment berm must be of sufficient height to prevent runoff during heavy rainfall events.

This pesticide is toxic to fish and wildlife. Do not apply directly to water, to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters.

NOTICE

Read and understand the entire label before using.
 Use only according to label directions.

Before buying or using this product, read the **Warranty Disclaimer and Limitation of Remedies** statements found elsewhere on this label. If terms are unacceptable, return unopened package to seller for full refund of purchase price. Otherwise, use by the buyer or any other user constitutes acceptance of the terms under the **Warranty Disclaimer and Limitation of Remedies**.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

For applications to tree stumps, do not apply dust directly to stumps; instead mix dust and water and then spray onto the stumps.

Product Information

TIM-BOR Professional is a water soluble, inorganic borate salt with insecticidal and fungicidal properties effective against wood-destroying organisms including the target pests listed below. Apply TIM-BOR Professional as a liquid solution, powder or foam. TIM-BOR Professional is an effective treatment for wood (and wood-foam composite structural components) to kill and prevent infestations of



decay fungi including white rot, brown rot (i.e., *Poria*) and wet rots. This product may be used for preventative treatment (before signs of infestation), for wood in existing structures and for remedial treatment of infested wood in existing structures. TIM-BOR Professional is also effective for the prevention and control of wood destroying insects such as, but not limited to, the following organisms: Subterranean Termites (*Reticulitermes*, *Heterotermes*, *Coptotermes* (Formosan)), Drywood Termites (*Kalotermites*, *Incisitermes*), Dampwood Termites (*Zootermopsis*), Powderpost Beetles (*Lycinae*, *Bostriichidae*), Deathwatch and Furniture Beetles (*Anobiidae*), Old House Borer, Longhorned Beetles (*Cerambycidae*), Carpenter Ants (*Camponotus*), Bark and Timber Beetles.

TIM-BOR Professional is recommended for wood and cellulose material in accordance with the specific treatment methods described herein. TIM-BOR Professional is effective for all interior and exterior wood (and wood-foam composite structural components) that will be protected from excessive rain and not in direct contact with the soil. Types of wood include, but are not limited to, all types of lumber, logs and plywood. This product kills wood-destroying organisms. Some etching of treated wood may occur from organisms before they die. Do not apply TIM-BOR Professional to wood or cellulose material that has been painted, varnished or sealed. For best results, apply TIM-BOR Professional to bare wood. Use soap and water to clean application equipment.

Note: Spraying water on some wood species can mobilize natural wood extractives, raise the grain and leave behind calcium or other deposits. Prior to treating large areas, treat a small area with TIM-BOR Professional solution to ensure that you are satisfied with the final aesthetics.

Preparation of Treatment Solutions

10% TIM-BOR Professional Liquid Solution: To prepare solution, add approximately 80% of the required volume of water to the mixing vessel. While stirring, gradually add 1.0 pound of TIM-BOR Professional for each gallon of treating solution required. Add remaining water to the solution and stir until the entire product has dissolved.

15% TIM-BOR Professional Liquid Solution: Prepare solution as above, but gradually add 1.5 lbs of TIM-BOR Professional for each gallon of treatment solution needed. Use this solution as soon as possible and do not store for an extended length of time.

15% TIM-BOR Professional Foam: Prepare a 15% liquid solution as described above and also add a surfactant-foaming agent. Generally 1-2 ounces of a foaming agent, added to the 15% liquid solution, produces a dry foam with the desired expansion ratio of approximately 20 to 1 (20 gallons of foam per 1 gallon of liquid solution). The TIM-BOR Professional foam should be of a "dry" consistency that adheres to wood surfaces so that run-off is minimized. A "wet" foam may damage wallboard or other building components. Refer to the individual foam equipment manufacturer's manual and the surfactant's label for specific instructions.

Wash and rinse all equipment after each use.

Application Instructions

TIM-BOR Professional as a liquid solution: TIM-BOR Professional liquid applications may be made to wood structures including decks, fences, steps, sheds, barns and other outbuildings. Application may also be made by drilling and then injecting the solution under pressure into sound wood or into the insect galleries of infested wood. TIM-BOR Professional may be applied as a foam to wood surfaces or injected into wall voids or insect galleries.

Remedial and Preventative Treatment

TIM-BOR Professional Solutions for the Control of Wood Destroying Organisms and to Kill Active Infestations of Termites, Powderpost Beetles and Wood Fungi: For remedial control of wood attacking organisms or for the protection of wood against future infestations, two applications of a 10% liquid solution are required. One application of a 15% liquid solution may be used. Apply TIM-BOR Professional solutions by brush or spray at the rate of 5 gallons of liquid solution per 1000 square feet of wood surface area. Thoroughly wet wood surface area. Application may also be made by drilling and then injecting the liquid solution under pressure into sound wood or until run-off is observed coming from entry/exit holes of infested wood.

TIM-BOR Professional Powder to Kill and Control Wood Destroying Organisms, Such as Termites and Carpenter Ants: Apply TIM-BOR Professional as is to wood members by drilling and injecting the powder into galleries or by dusting generously on wood surfaces. TIM-BOR Professional powder can also be injected or dusted into wall voids such as between studs, block voids, box sills, eaves, attics, soffits, etc. Apply TIM-BOR Professional powder to these areas at the rate of 0.5 ounce (12-14 grams) per square foot.

TIM-BOR Professional Foam: In wall voids, inject enough dry foam to contact wood surfaces of studs in the wall or the entire desired target area. Apply foam, where possible, to abutting wood surfaces and between wood joints. Apply the foam so that all accessible wood surfaces are covered with foam. TIM-BOR Professional foam can also be injected into insect galleries until run-off is observed.

STORAGE AND DISPOSAL

Do not contaminate water, food or feed by storage or disposal.

Pesticide Storage: Store in a dry place. Do not store where children or animals may gain access. **Pesticide Disposal:** Wastes resulting from the use of the product may be disposed of on site or at an approved waste disposal facility. **Container Handling:** Non-refillable container; do not reuse or refill this container. Completely empty container by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application equipment; then offer for recycling. If available; or dispose of in a sanitary landfill; or, if allowed by state and local authorities, by incineration.

WARRANTY DISCLAIMER

To the extent not prohibited by applicable law, Manufacturer warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. To the extent not prohibited by applicable law, MANUFACTURER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

The directions for use are believed to be adequate and must be carefully followed. It is impossible to eliminate all risks associated with use of this product. Lack of performance or other unintended consequences may result because of such factors as use of the product contrary to label instructions, abnormal conditions, the presence of other materials, climatic conditions or the manner of application, all of which are beyond the control of the Manufacturer. To the extent not prohibited by applicable law, the buyer/user assumes all such risks.

Limitation of Remedies

To the extent not prohibited by applicable law the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability or other legal theories) shall be limited to, at Manufacturer's election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

To the extent not prohibited by applicable law: a) Manufacturer shall not be liable for losses or damages resulting from handling or use of this product unless Manufacturer is promptly notified of such loss or damage in writing; and b) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW IN NO CASE SHALL MANUFACTURER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING WITHOUT LIMIT, HEALTH RELATED DAMAGES OR INJURIES.

The terms of this Warranty Disclaimer and Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Manufacturer or the seller is authorized to vary or exceed the terms of this Warranty Disclaimer or Limitation of Remedies in any manner.

It is not intended that this product be used to practice any applicable patent, whether mentioned or not, without procurement of a license, if necessary, from the owner, following investigation by the user.



100 Nisus Drive
Rockford, TN USA 37853
(800) 264-0870

*TIM-BOR and the House Design trademark are registered trademarks of U.S. Borax Inc. and are used under license. Nisus Corporation is a registered trademark of Nisus Corporation. ©2021 Nisus Corporation #TB25-PL-INT-LET-1021-SAL053119

Made in the U.S.A.



Sean O'Hearn

From: Bud Kennedy <james.kennedy@west-ext.com>
Sent: Tuesday, August 12, 2025 2:43 PM
To: Sean O'Hearn
Subject: Termite Heat and Fumigation Treatments

You don't often get email from james.kennedy@west-ext.com. [Learn why this is important](#)

Hey Sean,

Pricing for the treatments are as follows

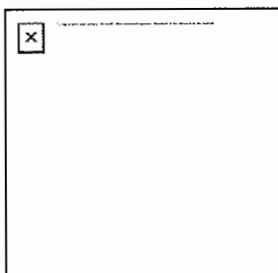
Heat Treatment: \$10,000.00

Termite Full Structure Fumigation: \$131,934.00

The fumigation pricing and heat treatment are not an exact cost. I have wiggle room on the pricing. This will at least give them a good idea of pricing.

Please let me know if you need anything else.

Thank you,



Bud Kennedy
Regional Account Executive
Central Coast California
 808.585.1064
james.kennedy@west-ext.com



Ua Mau ke Ea o ka 'Āina i ka Pono

Please consider the environment before printing this e-mail.

Information in this message is confidential and is intended solely for the persons to whom it is addressed. If you are not the intended recipient please notify the sender and immediately delete this message from your computer.

This system may be monitored or recorded to secure the effective operation of the system and for other lawful purposes. Please check out the Privacy Notice on our website for details.

**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.**

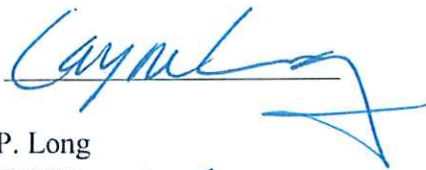
- (a) If any provision of this Agreement is adjudged illegal, inoperative, or invalid, the remaining provisions of this Agreement, to the extent practicable, shall continue in full force and affect.
- (b) This Agreement contains a full, final and exclusive statement of the Agreement of the Parties regarding 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**DEVELOPER**

SHEA HOMES LIMITED PARTNERSHIP, a
California limited partnership,

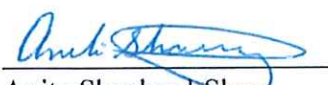
By: 

Layne P. Long

City Manager

Date: 5/5/25

Attest:

Per Resolution 2025-20By: 

Anita Shepherd-Sharp

Deputy City Clerk

Approved as to form:

By: **Donald A. Hofer**

Name: _____

Its: Authorized AgentBy: Name: DOUG McARDLEIts: 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

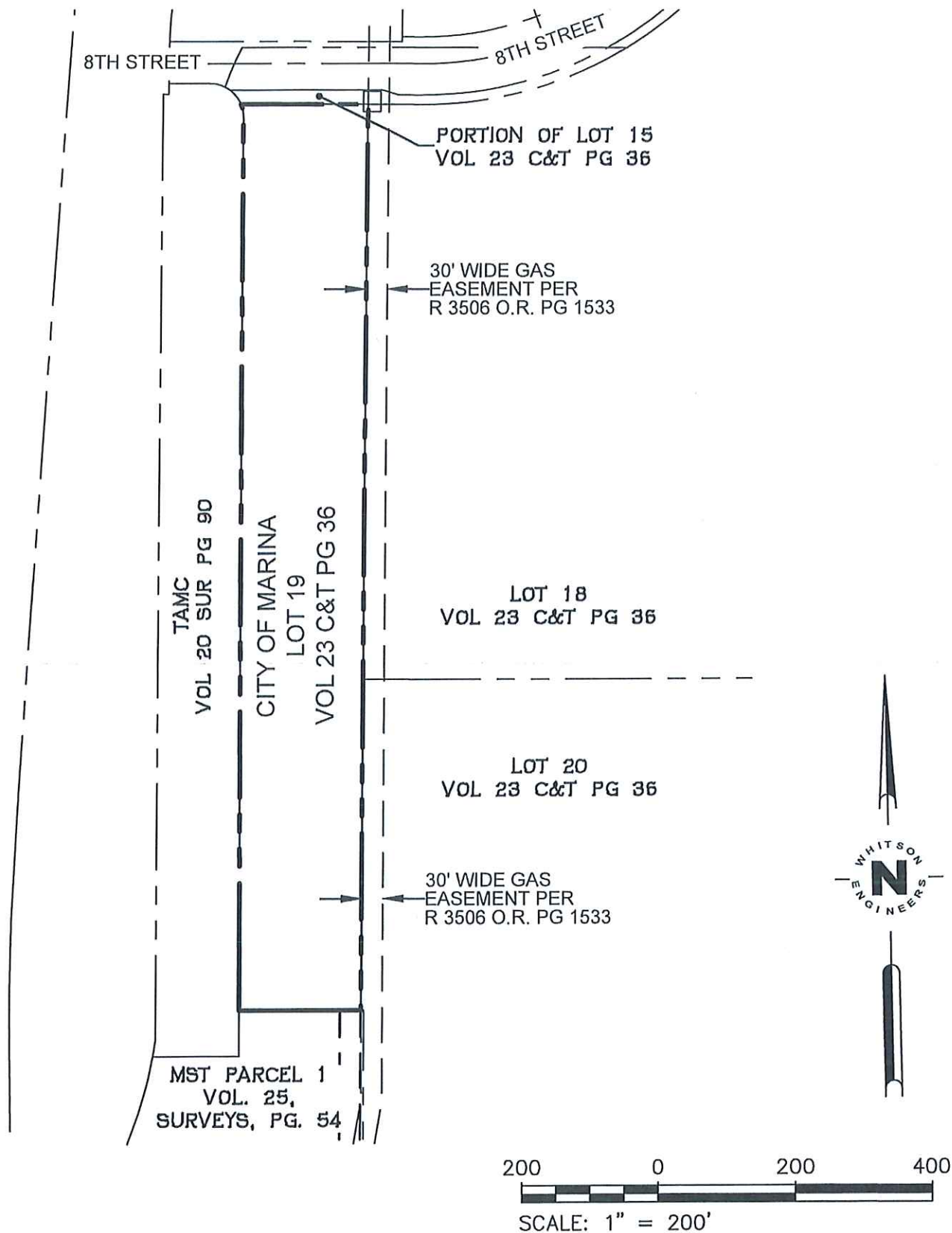


EXHIBIT A LOT 19

CITY OF MARINA, MONTEREY COUNTY, CALIFORNIA
AUGUST 2024



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

**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 by 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 with 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 than 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 fascia, and other exterior trim as needed. Exterior siding will be installed in accordance with manufacturers specifications and will include necessary OSB sheathing 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 sheathing (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 fascia 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 appropriate 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.

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