



AGENDA

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

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. 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

5. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
6. SPECIAL PRESENTATIONS:
 - a. Domestic Violence Awareness Month Proclamation
7. COUNCIL AND STAFF ANNOUNCEMENTS:
8. PUBLIC COMMENT: *Any member of the public may comment on any matter within the City Council's jurisdiction that is not on the agenda. This is the appropriate place to comment on items on the Consent Agenda. Action will not be taken on items not on the agenda. Comments are limited to a maximum of three (3) minutes. General public comment may be limited to thirty (30) minutes and/or continued to the end of the agenda. Any member of the public may comment on any matter listed on this agenda at the time the matter is being considered by the City Council. Whenever possible, written correspondence should be submitted to the Council in advance of the meeting, to provide adequate time for its consideration.*

9. CONSENT AGENDA FOR THE SUCCESSOR AGENCY TO THE FORMER MARINA REDEVELOPMENT AGENCY: *Background information has been provided to the Successor Agency of the former Redevelopment Agency on all matters listed under the Consent Agenda, and these items are considered to be routine and non-controversial. All items under the Consent Agenda are normally approved by one motion. Prior to such a motion being made, any member of the public or City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, the Council may remove an item from the Consent Agenda for individual consideration. If an item is pulled for discussion, it will be placed at the end of Other Action Items Successor Agency to the former Marina Redevelopment Agency.*

10. CONSENT AGENDA: *These items are considered to be routine and non-controversial. All items under the Consent Agenda may be approved by one motion. Prior to such a motion being made, any member of City Council may ask a question or make a comment about an agenda item and staff may provide a response. If discussion or a lengthy explanation is required, Council may remove the item from the Consent Agenda and it will be placed at the end of Other Action Items.*
 - a. ACCOUNTS PAYABLE: *(Not a Project under CEQA per Article 20, Section 15378)*
 - (1) Accounts Payable Check Numbers 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-, 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-, 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-, 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.
 - (3) Adopting Resolution No. 2025, 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-, 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-, 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
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”.

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.
 - 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.
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 17, 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 4, 2025
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.

October 23, 2025

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

Upcoming 2025 Meetings of Recreation & Cultural Services Commission
1st Wednesday of every second month. Meetings are held at the Council Chambers at 6:30 P.M.

November 5, 2025



Proclamation

Domestic Violence Awareness Month Honoring YWCA Monterey County

WHEREAS, domestic violence is a pervasive issue that affects individuals and families of all backgrounds, causing lasting harm to the health, safety, and well-being of our community; and

WHEREAS, it is estimated that one in four women and one in seven men will experience severe physical violence by an intimate partner in their lifetime, with devastating consequences for survivors, children, and future generations; and

WHEREAS, the City of Marina is committed to supporting awareness, prevention, and intervention efforts that address domestic violence and provide resources to those impacted; and

WHEREAS, YWCA Monterey County has been a leader in providing critical services to survivors of domestic violence, including crisis intervention, shelter, counseling, advocacy, and education, offering hope and healing to individuals and families throughout our region; and

WHEREAS, YWCA Monterey County's tireless dedication helps break the cycle of violence, empowers survivors to rebuild their lives, and strengthens our entire community through education, prevention, and advocacy; and

WHEREAS, Domestic Violence Awareness Month is an opportunity to honor the courage of survivors, remember those lost to domestic violence, and recommit to building a community where everyone can live free from fear and harm.

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Bruce Delgado, on behalf of the City Council of the City of Marina, do hereby proclaim October 2025 as Domestic Violence Awareness Month in the City of Marina and recognize the outstanding contributions of YWCA Monterey County in serving survivors, raising awareness, and advancing the vision of a safe and healthy community for all.

Dated this 21st day of October 2025



Bruce C. Delgado, Mayor



Accounts Payable by G/L Distribution Report

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

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 6300.465 - Prof Svc Legal - Special Counsel										
11033 - Sara Steck Myers	10-01-25	Professional Services - MPWSP - September 2025	Paid by EFT # 6756		10/01/2025	10/02/2025	10/02/2025		10/10/2025	26,010.00
Account 6300.465 - Prof Svc Legal - Special Counsel Totals									Invoice Transactions 1	\$26,010.00
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	293966	City Fuel	Paid by Check # 107903		09/20/2025	09/29/2025	09/29/2025		10/10/2025	54.03
10416 - Monterey County Petroleum-Sturdy Oil Co.	293979	City Fuel Ethanol	Paid by Check # 107903		09/23/2025	09/29/2025	09/29/2025		10/10/2025	115.77
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	\$169.80
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 3	\$26,179.80
Division 000 - Non-Div Totals									Invoice Transactions 3	\$26,179.80
Department 120 - City Mgr/HR/Risk Totals									Invoice Transactions 3	\$26,179.80
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.216 - Prof Svc Fin - Accounting Services										
12101 - Foster & Foster Consulting Actuaries, Inc.	38214	Preparation of the June 30, 2025 GASBS 68 - Calpers	Paid by Check # 107891		10/08/2025	10/07/2025	10/07/2025		10/10/2025	2,100.00
Account 6300.216 - Prof Svc Fin - Accounting Services Totals									Invoice Transactions 1	\$2,100.00
Account 6400.565 - Material & Suppl Office Supplies										
10732 - Office Depot-General Account	441195082001	Office Supplies-Finance	Paid by Check # 107906		09/24/2025	10/07/2025	10/07/2025		10/10/2025	621.13
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$621.13
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$2,721.13
Division 000 - Non-Div Totals									Invoice Transactions 2	\$2,721.13
Department 130 - Finance Totals									Invoice Transactions 2	\$2,721.13
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)	SIN054376	Aug 2025 BL Admin Fee	Paid by EFT # 6751		08/31/2025	10/07/2025	10/07/2025		10/10/2025	6,610.14
Account 6300.217 - Prof Svc Fin - Business Lic Services Totals									Invoice Transactions 1	\$6,610.14
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN054247	Transaction Tax July-Sept 2025	Paid by EFT # 6751		09/25/2025	10/07/2025	10/07/2025		10/10/2025	300.00
Account 6300.230 - Prof Svc Fin - Tax Reporting & Audit Totals									Invoice Transactions 1	\$300.00



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Fund 100 - General Fund										
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10274 - Hinderliter, de Llamas & Associates (HDL)	SIN054377	Aug 2025 - HDL TOT	Paid by EFT # 6751		08/31/2025	10/07/2025	10/07/2025		10/10/2025	2,159.21
Account 6300.570 - Prof Svc Other Totals										Invoice Transactions 1
										<u>\$2,159.21</u>
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4244723419	Mat Service City Hall	Paid by Check # 107883		09/26/2025	10/07/2025	10/07/2025		10/10/2025	73.18
Account 6360.570 - Maint & Repairs Other Svc Agr Totals										Invoice Transactions 1
										<u>\$73.18</u>
Account 6380.150 - Utilities Comm Phone System										
10758 - AT & T CALNET3	000024121628	CALNET3-9391023477 (582-9803)	Paid by Check # 107880		09/27/2025	10/07/2025	10/07/2025		10/10/2025	31.41
10758 - AT & T CALNET3	000024126676	CALNET3-9391023440 (384-0860)	Paid by Check # 107880		09/28/2025	10/07/2025	10/07/2025		10/10/2025	31.48
10758 - AT & T CALNET3	000024121622	CALNET3-9391023471 (582-0100)	Paid by Check # 107880		09/27/2025	10/07/2025	10/07/2025		10/10/2025	65.29
10758 - AT & T CALNET3	000024126704	CALNET3-9391023466 (384-8477)	Paid by Check # 107880		09/28/2025	10/07/2025	10/07/2025		10/10/2025	61.27
10758 - AT & T CALNET3	000024126706	CALNET3-9391023468 (384-9148)	Paid by Check # 107880		09/28/2025	10/07/2025	10/07/2025		10/10/2025	31.41
10758 - AT & T CALNET3	000024126701	CALNET3-9391023463 (384-7854)	Paid by Check # 107880		09/28/2025	10/07/2025	10/07/2025		10/10/2025	31.41
10758 - AT & T CALNET3	000024126677	CALNET3-9391023441 (384-0888)	Paid by Check # 107880		09/28/2025	10/07/2025	10/07/2025		10/10/2025	31.41
10758 - AT & T CALNET3	000024126673	CALNET3-9391023437 (384-0425)	Paid by Check # 107880		09/28/2025	10/07/2025	10/07/2025		10/10/2025	61.27
Account 6380.150 - Utilities Comm Phone System Totals										Invoice Transactions 8
										<u>\$344.95</u>
Account 6600.740 - Other Charges Special Event										
11885 - A to Z Rentals, Inc	1259538	50th Anniversary Event	Paid by Check # 107875		10/02/2025	10/03/2025	10/03/2025		10/10/2025	4,240.60
10301 - Janice Griffin	10-18-25	50 Anniversary Event	Paid by Check # 107897		09/23/2025	10/01/2025	10/01/2025		10/10/2025	1,200.00
12219 - Kevin L Proctor / Hear & Now Monterey	2039	50th Anniversary	Paid by EFT # 6752		09/22/2025	10/01/2025	10/01/2025		10/10/2025	1,918.75
11763 - Terry Poole Jr. - Blessed Ventures	10-18-25	50th Anniversary Event	Paid by Check # 107916		10/01/2025	10/01/2025	10/01/2025		10/10/2025	870.00
12072 - Zoe Rayne Alexander / The Money Band	2087	50th Anniversary Event	Paid by Check # 107922		09/25/2025	10/01/2025	10/01/2025		10/10/2025	2,500.00
Account 6600.740 - Other Charges Special Event Totals										Invoice Transactions 5
										<u>\$10,729.35</u>
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 17
										<u>\$20,216.83</u>
Division 000 - Non-Div Totals										Invoice Transactions 17
										<u>\$20,216.83</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 100 - General Fund										
				Department 190 - Citywide Non-Dept Totals			Invoice Transactions 17		\$20,216.83	
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
12065 - Hasco Stations, LLC	HCL-040812-25	Car Wash	Paid by Check # 107894		09/30/2025	10/01/2025	10/01/2025		10/10/2025	102.00
10334 - Lexis Nexis Risk Solutions	1100204530	September 2025 Minimum Commitment	Paid by Check # 107900		09/30/2025	10/01/2025	10/01/2025		10/10/2025	150.00
				Account 6300.570 - Prof Svc Other Totals			Invoice Transactions 2		\$252.00	
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
10897 - TechRx Technology Services	13163	MPD Skating Rink Cameras	Paid by EFT # 6757		09/21/2025	10/01/2025	10/01/2025		10/10/2025	200.11
10897 - TechRx Technology Services	13208	MPD CLETS Printer	Paid by EFT # 6757		09/30/2025	10/01/2025	10/01/2025		10/10/2025	803.94
10897 - TechRx Technology Services	13023	MPD Starlink Dimaggio Park	Paid by EFT # 6757		10/01/2025	10/01/2025	10/01/2025		10/10/2025	390.00
10897 - TechRx Technology Services	13124	MPD August 2025 - Crossroads; Unit 825; Unit 826	Paid by EFT # 6757		09/01/2025	10/01/2025	10/01/2025		10/10/2025	475.00
				Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals			Invoice Transactions 4		\$1,869.05	
Account 6370.010 - Shared Svc 911										
10531 - Santa Clara County Sheriff's Office	1800095241	Acct # 700080	Paid by Check # 107913		09/26/2025	10/01/2025	10/01/2025		10/10/2025	2,104.64
				Account 6370.010 - Shared Svc 911 Totals			Invoice Transactions 1		\$2,104.64	
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6123800264	PD Department Cell Phones 272493672-0001	Paid by EFT # 6758		09/18/2025	09/24/2025	09/24/2025		10/10/2025	2,694.74
				Account 6380.120 - Utilities Comm Mobile & Pager Totals			Invoice Transactions 1		\$2,694.74	
Account 6380.150 - Utilities Comm Phone System										
10057 - Avaya, Inc.	2222021272	Acct # 100828859	Paid by EFT # 6746		09/28/2025	09/28/2025	09/24/2025		10/10/2025	10.30
10057 - Avaya, Inc.	2222016659	Acct # 100828859	Paid by EFT # 6746		09/03/2025	09/24/2025	09/24/2025		10/10/2025	2.19
10374 - Maynard Group Inc.	302450	Ref Ticket #298929; 294191; 294191	Paid by EFT # 6753		09/16/2025	09/24/2025	09/24/2025		10/10/2025	124.80
10374 - Maynard Group Inc.	IN2060075	Utilities - Phones / Acct #AC3746	Paid by EFT # 6753		10/01/2025	10/01/2025	10/01/2025		10/10/2025	676.84
				Account 6380.150 - Utilities Comm Phone System Totals			Invoice Transactions 4		\$814.13	
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Aug 2025 74-000	Acct # 014874-000	Paid by Check # 107901		08/27/2025	09/24/2025	09/24/2025		10/10/2025	360.60
				Account 6380.500 - Utilities Water & Sewer Totals			Invoice Transactions 1		\$360.60	



Accounts Payable by G/L Distribution Report

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

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 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	293966	City Fuel	Paid by Check # 107903		09/20/2025	09/29/2025	09/29/2025		10/10/2025	2,053.01
10416 - Monterey County Petroleum-Sturdy Oil Co.	293979	City Fuel Ethanol	Paid by Check # 107903		09/23/2025	09/29/2025	09/29/2025		10/10/2025	4,399.29
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	\$6,452.30
Account 6400.565 - Material & Suppl Office Supplies										
10498 - Quill Corporation	45845606	Office Supplies	Paid by Check # 107911		09/19/2025	09/24/2025	09/24/2025		10/10/2025	233.71
Account 6400.565 - Material & Suppl Office Supplies Totals									Invoice Transactions 1	\$233.71
Account 6400.720 - Material & Suppl Safety Equip										
10226 - Enterprise Holdings, Inc. / EAN Services, LLC	40066839	Trainings - Johnson - ICI; Phillips- WILLE; Nava-CLETS	Paid by Check # 107887		09/30/2025	09/30/2025	09/24/2025		10/10/2025	822.44
11171 - Motorola Solutions, Inc.	8282101320	Transfer Stations / Mounts	Paid by EFT # 6754		03/29/2025	09/22/2025	09/22/2025		10/10/2025	6,618.37
Account 6400.720 - Material & Suppl Safety Equip Totals									Invoice Transactions 2	\$7,440.81
Account 6600.490 - Other Charges Membership Prof Orgs										
11351 - Legal Notification Services, Inc.	1523	iSubpoena Annual License, Support & Maintenance 11/1/25-10/31/26	Paid by Check # 107899		09/24/2025	09/24/2025	09/24/2025		10/10/2025	2,284.92
Account 6600.490 - Other Charges Membership Prof Orgs Totals									Invoice Transactions 1	\$2,284.92
Account 6600.780 - Other Charges Transcription Svc										
10544 - SpeakWrite	105f4567	Transcription Service; Online Reporting	Paid by Check # 107914		10/01/2025	10/01/2025	09/24/2025		10/10/2025	905.01
Account 6600.780 - Other Charges Transcription Svc Totals									Invoice Transactions 1	\$905.01
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 20	\$25,411.91
Division 000 - Non-Div Totals									Invoice Transactions 20	\$25,411.91
Department 210 - Police Totals									Invoice Transactions 20	\$25,411.91
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10459 - Overhead Door Company	152862	Station 1 Bay Door Repair	Paid by Check # 107908		09/10/2025	10/08/2025	10/08/2025		10/10/2025	950.48
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals									Invoice Transactions 1	\$950.48



Accounts Payable by G/L Distribution Report

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

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 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.100 - Material & Suppl CSA 74 Funded										
10077 - Bound Tree Medical LLC	40265090	Medical Supplies	Paid by Check # 107923		09/19/2025	10/03/2025	10/03/2025		10/10/2025	9,038.33
Account 6400.100 - Material & Suppl CSA 74 Funded Totals							Invoice Transactions 1			\$9,038.33
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	293966	City Fuel	Paid by Check # 107903		09/20/2025	09/29/2025	09/29/2025		10/10/2025	1,946.78
10416 - Monterey County Petroleum-Sturdy Oil Co.	293979	City Fuel Ethanol	Paid by Check # 107903		09/23/2025	09/29/2025	09/29/2025		10/10/2025	347.31
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 2			\$2,294.09
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 4			\$12,282.90
Division 000 - Non-Div Totals							Invoice Transactions 4			\$12,282.90
Department 250 - Fire Totals							Invoice Transactions 4			\$12,282.90
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10080 - Branch's Janitorial	228998	Window Washing	Paid by EFT # 6748		09/24/2025	09/24/2025	09/24/2025		10/10/2025	700.00
10949 - Edges Electrical Group	S6543247.001	Time Switch	Paid by Check # 107886		09/17/2025	09/24/2025	09/24/2025		10/10/2025	572.68
10230 - Ewing	27754585	Irrigation Supplies	Paid by Check # 107888		09/25/2025	09/24/2025	09/24/2025		10/10/2025	229.06
10237 - Ferguson Enterprise , Inc. # 1423	6222374	Public Safety Building	Paid by Check # 107890		09/17/2025	09/24/2025	09/24/2025		10/10/2025	75.86
10275 - Home Depot Credit Service	9-12-25	PW Home Depot 6035322503959813	Paid by Check # 107895		09/12/2025	09/24/2025	09/24/2025		10/10/2025	1,910.82
10583 - Underground Service Alert - USA North 811	2025120045	2025 Membership fee 2024 billable tickets fee	Paid by Check # 107918		07/21/2025	10/01/2025	10/01/2025		10/10/2025	2,001.17
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals							Invoice Transactions 6			\$5,489.59
Account 6360.690 - Maint & Repairs Supplies										
10275 - Home Depot Credit Service	9-12-25	PW Home Depot 6035322503959813	Paid by Check # 107895		09/12/2025	09/24/2025	09/24/2025		10/10/2025	144.03
10292 - Interstate Battery	50300352	Batteries	Paid by Check # 107896		09/19/2025	09/24/2025	09/24/2025		10/10/2025	174.04
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions 2			\$318.07



Accounts Payable by G/L Distribution Report

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

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 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Aug 2025 56-112	NE Corner Imjin Pkwy & E Abrams Dr	Paid by Check # 107901		08/27/2025	09/24/2025	09/24/2025		10/10/2025	528.12
10349 - Marina Coast Water District	Sept 2025 56-099	9th Street West of 2nd Ave	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	2,132.50
10349 - Marina Coast Water District	Sept 2025 56-100	9th Street Irrigation Parcels L&M	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	2,028.11
10349 - Marina Coast Water District	Sept 2025 56-102	9th St & 4th Ave	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	439.79
10349 - Marina Coast Water District	Sept 2025 56-103	2850 Fifth Ave	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	129.21
10349 - Marina Coast Water District	Sept 2025 56-108	Imjin Pkwy & Marina Heights	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	311.31
10349 - Marina Coast Water District	Sept 2025 56-109	8th Street Hilltop Park Temp Irrigation	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	471.91
10349 - Marina Coast Water District	Sept 2025 56-110	9th St & 4th Ave	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	415.70
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions 8			\$6,456.65
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	293966	City Fuel	Paid by Check # 107903		09/20/2025	09/29/2025	09/29/2025		10/10/2025	81.04
10416 - Monterey County Petroleum-Sturdy Oil Co.	293979	City Fuel Ethanol	Paid by Check # 107903		09/23/2025	09/29/2025	09/29/2025		10/10/2025	173.65
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions 2			\$254.69
Account 6400.630 - Material & Suppl Portable Toilet										
10470 - Peninsula Welding & Medical Supply	286141	Non-Liquid Cylinders	Paid by Check # 107910		09/30/2025	10/01/2025	10/01/2025		10/10/2025	12.90
10588 - United Site Services of California, Inc.	INV-5636458	2660 5th Ave	Paid by Check # 107919		09/30/2025	10/01/2025	10/01/2025		10/10/2025	984.38
Account 6400.630 - Material & Suppl Portable Toilet Totals							Invoice Transactions 2			\$997.28
Account 6400.800 - Material & Suppl Uniform										
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110769902	PW Uniforms	Paid by Check # 107920		09/19/2025	09/24/2025	09/24/2025		10/10/2025	132.04
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110769903	PW Shop Supplies	Paid by Check # 107920		09/19/2025	09/24/2025	09/24/2025		10/10/2025	73.51
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110773667	PW Uniforms	Paid by Check # 107920		09/26/2025	09/29/2025	09/29/2025		10/10/2025	132.04
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110773668	PW Supplies	Paid by Check # 107920		09/26/2025	09/29/2025	09/29/2025		10/10/2025	73.51
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 4			\$411.10
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 24			\$13,927.38



Accounts Payable by G/L Distribution Report

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

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 Totals								Invoice Transactions	24	\$13,927.38
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
11230 - Golden State Truck & Trailer Repair, Inc.	W51490	Unit 03-02 Ladder Truck FD	Paid by Check # 107893		09/25/2025	09/29/2025	09/29/2025		10/10/2025	4,476.61
10527 - SAFETY-KLEEN SYSTEMS, INC.	98234031	2660 5th Ave Corp Yard	Paid by Check # 107912		09/13/2025	09/24/2025	09/24/2025		10/10/2025	3,183.11
Account 6360.850 - Maint & Repairs Vehicle Totals								Invoice Transactions	2	\$7,659.72
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	2	\$7,659.72
Division 313 - Vehicle Maint Totals								Invoice Transactions	2	\$7,659.72
Department 310 - Public Works Totals								Invoice Transactions	26	\$21,587.10
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	293966	City Fuel	Paid by Check # 107903		09/20/2025	09/29/2025	09/29/2025		10/10/2025	54.03
10416 - Monterey County Petroleum-Sturdy Oil Co.	293979	City Fuel Ethanol	Paid by Check # 107903		09/23/2025	09/29/2025	09/29/2025		10/10/2025	115.77
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals								Invoice Transactions	2	\$169.80
Account 6400.635 - Material & Suppl Postage Shipping										
10235 - FedEx	1888-4741-2	Shipment on line 8-991 -11870	Paid by Check # 107889		09/12/2025	09/29/2025	09/29/2025		10/10/2025	17.74
Account 6400.635 - Material & Suppl Postage Shipping Totals								Invoice Transactions	1	\$17.74
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	3	\$187.54
Division 000 - Non-Div Totals								Invoice Transactions	3	\$187.54
Department 410 - Planning Totals								Invoice Transactions	3	\$187.54
Department 420 - Engineering										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6330.200 - Fee Agr Costs - Engineering										
10316 - Kimley-Horn & Associates, Inc.	33150193	Marina Dev Review Through 8/31/25 Svc order 2024-01	Paid by Check # 107898		08/31/2025	09/24/2025	09/24/2025		10/10/2025	5,422.99
Account 6330.200 - Fee Agr Costs - Engineering Totals								Invoice Transactions	1	\$5,422.99



Accounts Payable by G/L Distribution Report

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

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 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6123880836	PW Verizon 972476364 -00001	Paid by EFT # 6758		09/18/2025	09/24/2025	09/24/2025		10/10/2025	712.35
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			<u>712.35</u>
Account 6400.565 - Material & Suppl Office Supplies										
10046 - ARC (Former San Jose Blue)	12915942	Lease payment/September 25 PW	Paid by Check # 107878		09/15/2025	09/24/2025	09/24/2025		10/10/2025	397.76
10734 - Office Depot-Public Works Dept.	437976552001	Annex	Paid by Check # 107907		09/17/2025	09/29/2025	09/29/2025		10/10/2025	12.90
10734 - Office Depot-Public Works Dept.	439543577001	Annex	Paid by Check # 107907		09/15/2025	09/29/2025	09/29/2025		10/10/2025	217.24
10734 - Office Depot-Public Works Dept.	439955868001	Annex	Paid by Check # 107907		09/15/2025	09/29/2025	09/29/2025		10/10/2025	43.25
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions 4			<u>\$671.15</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 6			<u>\$6,806.49</u>
Division 000 - Non-Div Totals							Invoice Transactions 6			<u>\$6,806.49</u>
Department 420 - Engineering Totals							Invoice Transactions 6			<u>\$6,806.49</u>
Department 430 - Building Inspection										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6123880836	PW Verizon 972476364 -00001	Paid by EFT # 6758		09/18/2025	09/24/2025	09/24/2025		10/10/2025	91.37
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions 1			<u>\$91.37</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1			<u>\$91.37</u>
Division 000 - Non-Div Totals							Invoice Transactions 1			<u>\$91.37</u>
Department 430 - Building Inspection Totals							Invoice Transactions 1			<u>\$91.37</u>



Accounts Payable by G/L Distribution Report

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

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 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6123759576	542484588-00001	Paid by EFT # 6758		09/17/2025	10/01/2025	10/01/2025		10/10/2025	207.76
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions		1	\$207.76
Account 6380.150 - Utilities Comm Phone System										
10053 - AT & T	June 2025 520 5	AT&T 831-582-9957 520 5	Paid by Check # 107879		06/13/2025	10/07/2025	10/07/2025		10/10/2025	467.61
Account 6380.150 - Utilities Comm Phone System Totals							Invoice Transactions		1	\$467.61
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	293966	City Fuel	Paid by Check # 107903		09/20/2025	09/29/2025	09/29/2025		10/10/2025	135.07
10416 - Monterey County Petroleum-Sturdy Oil Co.	293979	City Fuel Ethanol	Paid by Check # 107903		09/23/2025	09/29/2025	09/29/2025		10/10/2025	289.43
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals							Invoice Transactions		2	\$424.50
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		4	\$1,099.87
Division 100 - Admin Totals							Invoice Transactions		4	\$1,099.87
Division 511 - Youth										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10032 - American Floors	19434	carpet at youth center	Paid by Check # 107876		09/10/2025	10/01/2025	10/01/2025		10/10/2025	985.97
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		1	\$985.97
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6123759576	542484588-00001	Paid by EFT # 6758		09/17/2025	10/01/2025	10/01/2025		10/10/2025	64.04
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions		1	\$64.04
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		2	\$1,050.01
Division 511 - Youth Totals							Invoice Transactions		2	\$1,050.01
Division 512 - Teen										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6123759576	542484588-00001	Paid by EFT # 6758		09/17/2025	10/01/2025	10/01/2025		10/10/2025	51.94
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions		1	\$51.94
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		1	\$51.94
Division 512 - Teen Totals							Invoice Transactions		1	\$51.94



Accounts Payable by G/L Distribution Report

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

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 514 - Sports										
Sub-Division 00 - Non-Subdiv										
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6123759576	542484588-00001	Paid by EFT # 6758		09/17/2025	10/01/2025	10/01/2025		10/10/2025	51.94
Account 6380.120 - Utilities Comm Mobile & Pager Totals							Invoice Transactions	1		\$51.94
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$51.94
Division 514 - Sports Totals							Invoice Transactions	1		\$51.94
Department 510 - Recreation & Culture Totals							Invoice Transactions	8		\$2,253.76
Fund 100 - General Fund Totals							Invoice Transactions	90		\$117,738.83



Accounts Payable by G/L Distribution Report

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

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										
10603 - Verizon Wireless	6123880836	PW Verizon 972476364	Paid by EFT # 6758		09/18/2025	09/24/2025	09/24/2025		10/10/2025	40.01
							Account 6360.060 - Maint & Repairs Bdg Library Totals		Invoice Transactions 1	\$40.01
							Sub-Division 00 - Non-Subdiv Totals		Invoice Transactions 1	\$40.01
							Division 000 - Non-Div Totals		Invoice Transactions 1	\$40.01
							Department 000 - Non-Dept Totals		Invoice Transactions 1	\$40.01
							Fund 130 - Library Maintenance Totals		Invoice Transactions 1	\$40.01



Accounts Payable by G/L Distribution Report

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

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										
11248 - Bear Electrical Solutions, Inc.	26711	Traffic Signal Maintenance Services Routine	Paid by Check # 107881		05/31/2025	09/24/2025	09/24/2025		10/10/2025	250.00
10159 - Consolidated Electrical Distributors, Inc	4914-1064189	Switch Plate	Paid by Check # 107884		09/18/2025	09/24/2025	09/24/2025		10/10/2025	92.37
Account 6360.780 - Maint & Repairs Traffic Signals Totals									Invoice Transactions 2	\$342.37
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2025 458-2	2702M Imjin Pkwy 7115239458-2	Paid by Check # 107909		09/09/2025	09/24/2025	09/24/2025		10/10/2025	7.88
10463 - Pacific Gas & Electric	Sept 2025 329-1	430 Marina Heights Dr Unit A 2391581329-1	Paid by Check # 107909		09/12/2025	09/24/2025	09/24/2025		10/10/2025	50.84
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 2	\$58.72
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2025 56-049	Imjin Rd (Irrigation/Backflow Accts)	Paid by Check # 107901		09/25/2025	09/29/2025	09/29/2025		10/10/2025	245.45
10349 - Marina Coast Water District	Sept 2025 56-036	2nd Ave/Divarty & Intergarrison	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	245.45
10349 - Marina Coast Water District	Sept 2025 56-037	2nd Ave	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	245.45
10349 - Marina Coast Water District	Sept 2025 56-095	2nd Ave	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	590.74
10349 - Marina Coast Water District	Sept 2025 56-104	2850 Fifth Ave	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	78.94
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 5	\$1,406.03
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	4408178	Perc Ponds	Paid by Check # 107904		09/22/2025	09/24/2025	09/24/2025		10/10/2025	33.32
10427 - Monterey Regional Waste Management District	4410570	Perc Ponds	Paid by Check # 107904		09/25/2025	09/24/2025	09/24/2025		10/10/2025	69.58
Account 6400.155 - Material & Suppl Dump Fees Totals									Invoice Transactions 2	\$102.90
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	293966	City Fuel	Paid by Check # 107903		09/20/2025	09/29/2025	09/29/2025		10/10/2025	960.07
10416 - Monterey County Petroleum-Sturdy Oil Co.	293979	City Fuel Ethanol	Paid by Check # 107903		09/23/2025	09/29/2025	09/29/2025		10/10/2025	173.66
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	\$1,133.73



Accounts Payable by G/L Distribution Report

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

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 6400.750 - Material & Suppl Street Material (non-capitalize)										
10261 - Graniterock/Pavex Construction	2249955	Vin Top Soil	Paid by EFT # 6750		09/20/2025	09/24/2025	09/24/2025		10/10/2025	132.74
Account 6400.750 - Material & Suppl Street Material (non-capitalize) Totals							Invoice Transactions		1	\$132.74
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		14	\$3,176.49
Division 000 - Non-Div Totals							Invoice Transactions		14	\$3,176.49
Department 000 - Non-Dept Totals							Invoice Transactions		14	\$3,176.49
Fund 220 - Gas Tax Totals							Invoice Transactions		14	\$3,176.49



Accounts Payable by G/L Distribution Report

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

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.	7955624	2nd Ave & 8th St	Paid by Check # 107905		09/10/2025	09/24/2025	09/24/2025		10/10/2025	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
Fund 223 - FORA Dissolution Totals							Invoice Transactions	1		\$363.12



Accounts Payable by G/L Distribution Report

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

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										
11847 - BKF Engineers	25091015	Reconstruction and Cape Seal Streets	Paid by EFT # 6747		09/26/2025	10/01/2025	10/01/2025		10/10/2025	132,897.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	1		<u>\$132,897.50</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$132,897.50</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$132,897.50</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$132,897.50</u>
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	1		<u>\$132,897.50</u>



Accounts Payable by G/L Distribution Report

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

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 460 - Airport Capital Projects										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10569 - Tartaglia Engineering	Invoice No. 3	FY 24-25 Professional Service efforts through 6/30/2025	Paid by Check # 107915		06/30/2025	10/01/2025	10/01/2025		10/10/2025	41,291.50
10569 - Tartaglia Engineering	Invoice No. 4	Bidding Phase for Taxilane Rehab	Paid by Check # 107915		08/31/2025	10/01/2025	10/01/2025		10/10/2025	3,096.00
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		<u>\$44,387.50</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		<u>\$44,387.50</u>
Division 000 - Non-Div Totals							Invoice Transactions	2		<u>\$44,387.50</u>
Department 000 - Non-Dept Totals							Invoice Transactions	2		<u>\$44,387.50</u>
Fund 460 - Airport Capital Projects Totals							Invoice Transactions	2		<u>\$44,387.50</u>



Accounts Payable by G/L Distribution Report

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

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										
12324 - Earth Systems Pacific	856796	Marina Fire Station 2	Paid by Check		09/15/2025	09/29/2025	09/29/2025		10/10/2025	11,600.00
		GER 3260 Imjin Rd	# 107885							
11489 - Wallace Group, Inc.	66061	Dunes Park through	Paid by Check		09/23/2025	09/24/2025	09/24/2025		10/10/2025	88,731.75
		8/31/25	# 107921							
11489 - Wallace Group, Inc.	66112	Program Management	Paid by Check		09/24/2025	09/24/2025	09/24/2025		10/10/2025	13,373.15
			# 107921							
10316 - Kimley-Horn & Associates, Inc.	33150189	Imjin & 3rd through	Paid by Check		08/31/2025	09/24/2025	09/24/2025		10/10/2025	6,725.34
		8/31/25	# 107898							
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions		4	\$120,430.24
Account 6700.105 - Capital Outlay Construction										
10275 - Home Depot Credit Service	9-12-25	PW Home Depot	Paid by Check		09/12/2025	09/24/2025	09/24/2025		10/10/2025	308.88
		6035322503959813	# 107895							
Account 6700.105 - Capital Outlay Construction Totals							Invoice Transactions		1	\$308.88
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions		5	\$120,739.12
Division 000 - Non-Div Totals							Invoice Transactions		5	\$120,739.12
Department 000 - Non-Dept Totals							Invoice Transactions		5	\$120,739.12
Fund 462 - City Capital Projects Totals							Invoice Transactions		5	\$120,739.12



Accounts Payable by G/L Distribution Report

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

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 6300.570 - Prof Svc Other										
10588 - United Site Services of California, Inc.	INV-5633876	Marina Airport T Hangar	Paid by Check # 107919		09/30/2025	10/30/2025	10/01/2025		10/10/2025	228.97
10588 - United Site Services of California, Inc.	INV-5633669	Marina Airport N Tarmac	Paid by Check # 107919		09/30/2025	10/30/2025	10/01/2025		10/10/2025	333.96
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 2	\$562.93
Account 6360.360 - Maint & Repairs Janitorial										
10034 - American Supply Co.	3072825	Airport cleaning supplies for BJS	Paid by Check # 107877		10/01/2025	10/31/2025	10/03/2025		10/10/2025	1,339.13
Account 6360.360 - Maint & Repairs Janitorial Totals									Invoice Transactions 1	\$1,339.13
Account 6360.450 - Maint & Repairs Maint & Repairs										
10239 - First Alarm	908210	3200 Imjin Inspection, Monitoring Testing	Paid by EFT # 6749		09/15/2025	10/14/2025	09/24/2025		10/10/2025	303.87
10582 - Uline Shipping Supply	198690406	Perma Patch for Tarmac Repair	Paid by Check # 107917		10/01/2025	10/31/2025	10/31/2025		10/10/2025	2,030.00
10582 - Uline Shipping Supply	197713192	Perma Patch for Tarmac Repair	Paid by Check # 107917		09/09/2025	10/08/2025	10/01/2025		10/10/2025	2,017.86
Account 6360.450 - Maint & Repairs Maint & Repairs Totals									Invoice Transactions 3	\$4,351.73
Account 6380.120 - Utilities Comm Mobile & Pager										
10603 - Verizon Wireless	6123880836	PW Verizon 972476364 -00001	Paid by EFT # 6758		09/18/2025	09/24/2025	09/24/2025		10/10/2025	32.15
Account 6380.120 - Utilities Comm Mobile & Pager Totals									Invoice Transactions 1	\$32.15
Account 6380.500 - Utilities Water & Sewer										
10349 - Marina Coast Water District	Sept 2025 56-044	781 Neeson Rd Bldg 520 (000056 044)	Paid by Check # 107901		09/25/2025	10/01/2025	10/01/2025		10/10/2025	192.32
10349 - Marina Coast Water District	Sept 2025 56-051	721 Neeson Rd Bldg 533 (000056 051)	Paid by Check # 107901		09/25/2025	10/16/2025	10/01/2025		10/10/2025	338.84
10349 - Marina Coast Water District	Sept 2025 56-096	3271 Imjin Rd (000056 096)	Paid by Check # 107901		09/25/2025	10/16/2025	10/01/2025		10/10/2025	120.05
10349 - Marina Coast Water District	Sept 2025 56-097	3200 Imjin Rd (000056 097)	Paid by Check # 107901		09/25/2025	10/16/2025	10/01/2025		10/10/2025	662.96
Account 6380.500 - Utilities Water & Sewer Totals									Invoice Transactions 4	\$1,314.17
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel										
10416 - Monterey County Petroleum-Sturdy Oil Co.	293966	City Fuel	Paid by Check # 107903		09/20/2025	09/29/2025	09/29/2025		10/10/2025	81.03
10416 - Monterey County Petroleum-Sturdy Oil Co.	293979	City Fuel Ethanol	Paid by Check # 107903		09/23/2025	09/29/2025	09/29/2025		10/10/2025	173.66
Account 6400.230 - Material & Suppl Fuel - Gas and Diesel Totals									Invoice Transactions 2	\$254.69



Accounts Payable by G/L Distribution Report

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

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 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	563773191	Airport Copier Lease Aug- Sept 2025	Paid by Check # 107902		09/29/2025	10/03/2025	10/03/2025		10/10/2025	106.36
Account 6600.452 - Other Charges Leased Copier Totals							Invoice Transactions 1		\$106.36	
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 14		\$7,961.16	
Division 000 - Non-Div Totals							Invoice Transactions 14		\$7,961.16	
Department 000 - Non-Dept Totals							Invoice Transactions 14		\$7,961.16	
Fund 555 - Marina Airport Totals							Invoice Transactions 14		\$7,961.16	
Grand Totals							Invoice Transactions 128		\$427,303.73	



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 125 - I. T.										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
12325 - Beazley Security, LLC	INV6094	PD - Professional Services	Paid by Check # 107931		09/26/2025	09/29/2025	09/29/2025		10/17/2025	34,250.00
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	1	\$34,250.00
Account 6360.076 - Maint & Repairs Copier										
10592 - U.S. Bank Equipment Finance-USbancorp	565388212	CDD Copier Lease Payment - October 2025	Paid by Check # 107971		09/29/2025	10/06/2025	10/06/2025		10/17/2025	225.06
Account 6360.076 - Maint & Repairs Copier Totals								Invoice Transactions	1	\$225.06
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	2	\$34,475.06
Division 000 - Non-Div Totals								Invoice Transactions	2	\$34,475.06
Department 125 - I. T. Totals								Invoice Transactions	2	\$34,475.06
Department 130 - Finance										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11131 - Online Solutions LLC - Citizenserve	6125	CitizenServe Subscription 10/15/25-10/14/26	Paid by Check # 107962		06/30/2025	10/09/2025	10/09/2025		10/17/2025	4,500.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals								Invoice Transactions	1	\$4,500.00
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	1	\$4,500.00
Division 000 - Non-Div Totals								Invoice Transactions	1	\$4,500.00
Department 130 - Finance Totals								Invoice Transactions	1	\$4,500.00
Department 190 - Citywide Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10315 - Keyser Marston Associates	0040144	Professional Services - UUT Revenue Estimate	Paid by EFT # 6800		10/09/2025	10/07/2025	10/07/2025		10/17/2025	3,392.50
10011 - Abbott's Pro-Power	210394	#148 Toro Mower Belts	Paid by Check # 107926		09/22/2025	10/07/2025	10/07/2025		10/17/2025	130.00
11835 - Environmental Innovations, Inc.	3260	SB 1383 Compliance and Outreach	Paid by Check # 107943		10/02/2025	10/01/2025	10/01/2025		10/17/2025	1,430.00
Account 6300.570 - Prof Svc Other Totals								Invoice Transactions	3	\$4,952.50
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4246230422	Mat Service City Hall	Paid by Check # 107940		10/10/2025	10/15/2025	10/15/2025		10/17/2025	73.73
Account 6360.570 - Maint & Repairs Other Svc Agr Totals								Invoice Transactions	1	\$73.73



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2025 562-0	PG&E - 4758891562-0	Paid by Check # 107963		10/09/2025	10/15/2025	10/15/2025		10/17/2025	1,536.98
10463 - Pacific Gas & Electric	Oct 2025 313-6	PG&E 6793435313-6	Paid by Check # 107963		10/03/2025	10/15/2025	10/15/2025		10/17/2025	9,061.67
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions		2	\$10,598.65
Account 6380.500 - Utilities Water & Sewer										
10432 - Monterey One Water - former MRWPCA	Sept 2025 0183	4th Ave Dy Dr	Paid by Check # 107955		09/30/2025	10/10/2025	10/10/2025		10/17/2025	545.60
10432 - Monterey One Water - former MRWPCA	Sept 2025 0325	2800 2nd Ave	Paid by Check # 107955		09/30/2025	10/10/2025	10/10/2025		10/17/2025	68.20
10432 - Monterey One Water - former MRWPCA	Sept 2025 3949	209 Cypress Ave	Paid by Check # 107955		09/30/2025	10/10/2025	10/10/2025		10/17/2025	136.40
10432 - Monterey One Water - former MRWPCA	Sept 2025 3245	3254 Abdy Way	Paid by Check # 107955		09/30/2025	10/10/2025	10/10/2025		10/17/2025	68.20
10432 - Monterey One Water - former MRWPCA	Sept 2025 4675	306 Reservation Road	Paid by Check # 107955		09/30/2025	10/10/2025	10/10/2025		10/17/2025	108.00
10432 - Monterey One Water - former MRWPCA	Sept 2025 3451	0 Seaside Ave & Reservation Rd	Paid by Check # 107955		09/30/2025	10/10/2025	10/10/2025		10/17/2025	68.20
10432 - Monterey One Water - former MRWPCA	Sept 2025 1708	304 Hillcrest Ave	Paid by Check # 107955		09/30/2025	10/10/2025	10/10/2025		10/17/2025	68.20
10349 - Marina Coast Water District	Sept 2025 56-041	Acct #000056041 3260 Imjin Road	Paid by Check # 107950		09/25/2025	10/15/2025	10/15/2025		10/17/2025	346.16
Account 6380.500 - Utilities Water & Sewer Totals							Invoice Transactions		8	\$1,408.96
Account 6400.565 - Material & Suppl Office Supplies										
12248 - Blue Triton Brands Inc	05J8720339783	Water Cooler Rentals and Replacement Water	Paid by Check # 107932		10/14/2025	10/06/2025	10/06/2025		10/17/2025	82.17
Account 6400.565 - Material & Suppl Office Supplies Totals							Invoice Transactions		1	\$82.17
Account 6600.452 - Other Charges Leased Copier										
11451 - Monterey Bay Office Products - US Bank	565968609	City Hall Copier Lease - October 2025	Paid by Check # 107952		10/04/2025	10/07/2025	10/07/2025		10/17/2025	380.20
Account 6600.452 - Other Charges Leased Copier Totals							Invoice Transactions		1	\$380.20
Account 6600.460 - Other Charges Legal Notices & Pub										
10270 - Monterey County Herald	0006915963	PH Notice - Developer Impact Fees - Notice #1	Paid by Check # 107954		09/04/2025	10/07/2025	10/07/2025		10/17/2025	374.62
10270 - Monterey County Herald	0006915965	PH Notice - Developer Impact Fees - Notice #2	Paid by Check # 107954		09/10/2025	10/07/2025	10/07/2025		10/17/2025	374.62
Account 6600.460 - Other Charges Legal Notices & Pub Totals							Invoice Transactions		2	\$749.24



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 6600.490 - Other Charges Membership Prof Orgs										
10072 - BMI General Licensing	61280888	Citywide Music Licensing - October 2025-Sept. 30, 2026	Paid by Check # 107933		10/02/2025	10/07/2025	10/07/2025		10/17/2025	446.00
Account 6600.490 - Other Charges Membership Prof Orgs Totals							Invoice Transactions	1		\$446.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	19		\$18,691.45
Division 000 - Non-Div Totals							Invoice Transactions	19		\$18,691.45
Department 190 - Citywide Non-Dept Totals							Invoice Transactions	19		\$18,691.45
Department 210 - Police										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc										
10899 - Monterey County Animal Services	10/2/2025	1st Qt FY 2025-26	Paid by Check # 107953		10/02/2025	10/03/2025	10/03/2025		10/17/2025	10,917.00
Account 6600.850 - Other Charges K9 / Animal Supplies & Vet Svc Totals							Invoice Transactions	1		\$10,917.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$10,917.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$10,917.00
Department 210 - Police Totals							Invoice Transactions	1		\$10,917.00
Department 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11131 - Online Solutions LLC - Citizenserve	6125	CitizenServe Subscription 10/15/25-10/14/26	Paid by Check # 107962		06/30/2025	10/09/2025	10/09/2025		10/17/2025	6,000.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions	1		\$6,000.00
Account 6360.570 - Maint & Repairs Other Svc Agr										
10129 - Cintas Corporation	4244723366	Shop Towel - Microfiber Towel	Paid by Check # 107940		09/26/2025	10/03/2025	10/03/2025		10/17/2025	163.07
Account 6360.570 - Maint & Repairs Other Svc Agr Totals							Invoice Transactions	1		\$163.07
Account 6380.300 - Utilities Gas & Electric										
10603 - Verizon Wireless	6124425703	371782403-00002 FD Mobile Aug 26 - Sep 25	Paid by EFT # 6805		09/25/2025	10/03/2025	10/03/2025		10/17/2025	532.39
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		\$532.39



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 250 - Fire										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6400.100 - Material & Suppl CSA 74 Funded										
10029 - MONTEREY SANITARY SUPPLY,INC./ALTIUS MEDICAL	22387	Tri-Annual Medical Waste Service Bio Hazard Waste Disposal	Paid by Check # 107957		10/10/2025	10/15/2025	10/15/2025		10/17/2025	106.00
Account 6400.100 - Material & Suppl CSA 74 Funded Totals									Invoice Transactions 1	\$106.00
Account 6400.740 - Material & Suppl Special Dept Suppl										
11393 - Carmel Roasters, Inc.	73284	FD Coffee - 3 Boxes	Paid by Check # 107938		09/17/2025	10/13/2025	10/13/2025		10/17/2025	306.77
11393 - Carmel Roasters, Inc.	73485	FD Coffee - 3 Boxes	Paid by Check # 107938		10/15/2025	10/15/2025	10/15/2025		10/17/2025	306.77
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 2	\$613.54
Account 6400.800 - Material & Suppl Uniform										
10323 - L.N. Curtis & Sons	INV999565	Firefighter Pants - Siegel	Paid by EFT # 6801		10/14/2025	10/15/2025	10/15/2025		10/17/2025	329.17
Account 6400.800 - Material & Suppl Uniform Totals									Invoice Transactions 1	\$329.17
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 7	\$7,744.17
Division 000 - Non-Div Totals									Invoice Transactions 7	\$7,744.17
Department 250 - Fire Totals									Invoice Transactions 7	\$7,744.17
Department 310 - Public Works										
Division 311 - Buildings & Grounds										
Sub-Division 00 - Non-Subdiv										
Account 6300.570 - Prof Svc Other										
10005 - A-1 Sweeping Service	Sept 2025	City Sweeping Service September 2025	Paid by Check # 107925		09/30/2025	10/10/2025	10/10/2025		10/17/2025	9,832.50
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 1	\$9,832.50
Account 6360.065 - Maint & Repairs Bdg NonFlagship										
10728 - Ace Hardware-Public Works	092389	facilities	Paid by Check # 107927		09/16/2025	10/06/2025	10/06/2025		10/17/2025	129.72
10728 - Ace Hardware-Public Works	092413	dog shelter	Paid by Check # 107927		09/18/2025	10/06/2025	10/06/2025		10/17/2025	37.12
10728 - Ace Hardware-Public Works	092381	vince dimaggio	Paid by Check # 107927		09/16/2025	10/06/2025	10/06/2025		10/17/2025	81.90
10728 - Ace Hardware-Public Works	092539	Camera mounts	Paid by Check # 107927		10/02/2025	10/06/2025	10/06/2025		10/17/2025	34.92
10728 - Ace Hardware-Public Works	092531	City Hall	Paid by Check # 107927		10/01/2025	10/07/2025	10/07/2025		10/17/2025	77.51



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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										
10728 - Ace Hardware-Public Works	092516	Dog Park	Paid by Check # 107927		09/30/2025	10/07/2025	10/07/2025		10/17/2025	44.76
10728 - Ace Hardware-Public Works	092503	Backflow Cage	Paid by Check # 107927		09/29/2025	10/07/2025	10/07/2025		10/17/2025	89.51
10034 - American Supply Co.	3072446	City Supplies	Paid by Check # 107929		09/26/2025	10/01/2025	10/01/2025		10/17/2025	1,133.58
10237 - Ferguson Enterprise , Inc. # 1423	6233463	Push Mtring Lav	Paid by Check # 107944		09/25/2025	10/10/2025	10/10/2025		10/17/2025	985.50
10250 - Gavilan Pest Control	0173098	Deforest Rd	Paid by Check # 107946		09/29/2025	10/07/2025	10/07/2025		10/17/2025	125.00
10250 - Gavilan Pest Control	0172961	Preston Park	Paid by Check # 107946		09/29/2025	10/07/2025	10/07/2025		10/17/2025	180.00
10250 - Gavilan Pest Control	0172896	190 Seaside Circle	Paid by Check # 107946		09/29/2025	10/07/2025	10/07/2025		10/17/2025	300.00
10250 - Gavilan Pest Control	0172873	Locke Paddon Park	Paid by Check # 107946		09/29/2025	10/07/2025	10/07/2025		10/17/2025	450.00
10250 - Gavilan Pest Control	0173071	Glorya Jean Tate Park	Paid by Check # 107946		09/29/2025	10/07/2025	10/07/2025		10/17/2025	300.00
10250 - Gavilan Pest Control	0172807	4th Ave & 9th Street	Paid by Check # 107946		09/29/2025	10/07/2025	10/07/2025		10/17/2025	110.00
10250 - Gavilan Pest Control	0172960	Preston Park	Paid by Check # 107946		09/29/2025	10/10/2025	10/10/2025		10/17/2025	180.00
10368 - Martin's Irrigation Supply	686228	Valve Box	Paid by Check # 107951		09/15/2025	10/03/2025	10/03/2025		10/17/2025	57.14
10368 - Martin's Irrigation Supply	686292	T-cap	Paid by Check # 107951		09/16/2025	10/03/2025	10/03/2025		10/17/2025	445.74
Account 6360.065 - Maint & Repairs Bdg NonFlagship Totals							Invoice Transactions 18			<u>\$4,762.40</u>
Account 6360.070 - Maint & Repairs Bdg Public Safety										
10728 - Ace Hardware-Public Works	092495	Facilities Public safety	Paid by Check # 107927		09/26/2025	10/06/2025	10/06/2025		10/17/2025	14.19
10728 - Ace Hardware-Public Works	092546	pd faucet	Paid by Check # 107927		10/02/2025	10/06/2025	10/06/2025		10/17/2025	10.91
10728 - Ace Hardware-Public Works	092548	pd faucet	Paid by Check # 107927		10/02/2025	10/06/2025	10/06/2025		10/17/2025	43.68
Account 6360.070 - Maint & Repairs Bdg Public Safety Totals							Invoice Transactions 3			<u>\$68.78</u>
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11131 - Online Solutions LLC - Citizenserve	6125	CitizenServe Subscription 10/15/25- 10/14/26	Paid by Check # 107962		06/30/2025	10/09/2025	10/09/2025		10/17/2025	7,500.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals							Invoice Transactions 1			<u>\$7,500.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 6360.690 - Maint & Repairs Supplies										
10011 - Abbott's Pro-Power	210490	Belt for Unit #148	Paid by Check # 107926		09/24/2025	10/07/2025	10/07/2025		10/17/2025	97.87
10250 - Gavilan Pest Control	0172897	3126 Shoemaker at Pond	Paid by Check # 107946		09/29/2025	10/07/2025	10/07/2025		10/17/2025	80.00
10292 - Interstate Battery	45070578	Batteries	Paid by Check # 107947		10/06/2025	10/07/2025	10/07/2025		10/17/2025	1,497.17
10560 - Suburban Propane	1602-616623	propane	Paid by Check # 107969		09/19/2025	10/06/2025	10/06/2025		10/17/2025	394.32
Account 6360.690 - Maint & Repairs Supplies Totals							Invoice Transactions 4			\$2,069.36
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	4419778	Animal	Paid by Check # 107956		10/08/2025	10/07/2025	10/07/2025		10/17/2025	50.00
Account 6400.155 - Material & Suppl Dump Fees Totals							Invoice Transactions 1			\$50.00
Account 6400.800 - Material & Suppl Uniform										
12177 - Peter Kuck - Employee	10-2-25	Work Boots	Paid by Check # 107964		10/02/2025	10/01/2025	10/01/2025		10/17/2025	213.50
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110777499	PW Uniforms	Paid by Check # 107973		10/03/2025	10/03/2025	10/03/2025		10/17/2025	151.31
10043 - VESTIS GROUP, INC./f/k/a ARAMARK UNIFORM & C	5110777500	PW Shop Supplies	Paid by Check # 107973		10/03/2025	10/03/2025	10/03/2025		10/17/2025	73.51
Account 6400.800 - Material & Suppl Uniform Totals							Invoice Transactions 3			\$438.32
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 31			\$24,721.36
Division 311 - Buildings & Grounds Totals							Invoice Transactions 31			\$24,721.36
Division 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
10011 - Abbott's Pro-Power	210204	Belts #148	Paid by Check # 107926		09/16/2025	10/07/2025	10/07/2025		10/17/2025	142.71
10011 - Abbott's Pro-Power	210394	#148 Toro Mower Belts	Paid by Check # 107926		09/22/2025	10/07/2025	10/07/2025		10/17/2025	9.82
10825 - East Bay Tire Co.	2142945	FD Ferrara Fire Truck	Paid by Check # 107941		06/03/2025	10/01/2025	10/01/2025		10/17/2025	6,366.87
10428 - Monterey Tire Service	1-126782	Unit 862 Ford F250 Super Duty Pick up	Paid by Check # 107958		10/01/2025	10/01/2025	10/01/2025		10/17/2025	440.70
10403 - NAPA Auto Parts - former Monterey Auto Supply	156056	Oil	Paid by Check # 107959		09/17/2025	10/06/2025	10/06/2025		10/17/2025	43.13
10505 - RDO Equipment Co.	P4048538	John Deere Parts	Paid by Check # 107966		10/03/2025	10/03/2025	10/03/2025		10/17/2025	138.91
11975 - Southern Tire Mart LLC	7350014546	Unit 815 PD	Paid by EFT # 6804		10/01/2025	10/01/2025	10/01/2025		10/17/2025	309.69



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 313 - Vehicle Maint										
Sub-Division 00 - Non-Subdiv										
Account 6360.850 - Maint & Repairs Vehicle										
11926 - THE PAPE' GROUP, INC./PAPE' D.W., INC., dba Ditch	108568	Service for fuel filter	Paid by Check # 107970		10/06/2025	10/03/2025	10/03/2025		10/17/2025	762.25
Account 6360.850 - Maint & Repairs Vehicle Totals										Invoice Transactions 8
										<u>\$8,214.08</u>
Account 6400.737 - Material & Suppl Tools & Equip										
10403 - NAPA Auto Parts - former Monterey Auto Supply	156054	Fleet Shop Parts	Paid by Check # 107959		09/17/2025	10/07/2025	10/07/2025		10/17/2025	184.04
Account 6400.737 - Material & Suppl Tools & Equip Totals										Invoice Transactions 1
										<u>\$184.04</u>
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 9
										<u>\$8,398.12</u>
Division 313 - Vehicle Maint Totals										Invoice Transactions 9
										<u>\$8,398.12</u>
Department 310 - Public Works Totals										Invoice Transactions 40
										<u>\$33,119.48</u>
Department 410 - Planning										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11131 - Online Solutions LLC - Citizenserve	6125	CitizenServe Subscription 10/15/25-10/14/26	Paid by Check # 107962		06/30/2025	10/09/2025	10/09/2025		10/17/2025	7,500.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals										Invoice Transactions 1
										<u>\$7,500.00</u>
Account 6500.700 - Training & Travel Training & Travel										
12114 - Brian Kim - refund only	9-28-2025	APA Conf Parking Refund Monterey 9-28-2025	Paid by Check # 107934		10/02/2025	10/02/2025	10/02/2025		10/17/2025	26.00
Account 6500.700 - Training & Travel Training & Travel Totals										Invoice Transactions 1
										<u>\$26.00</u>
Sub-Division 00 - Non-Subdiv Totals										Invoice Transactions 2
										<u>\$7,526.00</u>
Division 000 - Non-Div Totals										Invoice Transactions 2
										<u>\$7,526.00</u>
Department 410 - Planning Totals										Invoice Transactions 2
										<u>\$7,526.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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.	440910561001	Annex	Paid by Check # 107961		09/22/2025	10/10/2025	10/10/2025		10/17/2025	1,088.96
Account 6400.565 - Material & Suppl Office Supplies Totals								Invoice Transactions	1	\$1,088.96
Account 6500.700 - Training & Travel Training & Travel										
11902 - Gabriel Quintero - Employee	09-21-25	APWA Training Meals	Paid by Check # 107945		09/24/2025	10/07/2025	10/07/2025		10/17/2025	122.00
12127 - Juan Perez - Employee	09-21-25	APWA Training Meals	Paid by Check # 107948		09/24/2025	10/07/2025	10/07/2025		10/17/2025	122.00
11955 - Walter Giracca - Employee	09-21-25	APWA Training Meals	Paid by Check # 107974		09/24/2025	10/07/2025	10/07/2025		10/17/2025	122.00
Account 6500.700 - Training & Travel Training & Travel Totals								Invoice Transactions	3	\$366.00
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	4	\$1,454.96
Division 000 - Non-Div Totals								Invoice Transactions	4	\$1,454.96
Department 420 - Engineering Totals								Invoice Transactions	4	\$1,454.96
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	B251326	Building Plan Review Services September 2025	Paid by EFT # 6799		10/01/2025	10/10/2025	10/01/2025		10/17/2025	5,965.17
Account 6300.070 - Prof Svc Building Plan Check & Inspection Totals								Invoice Transactions	1	\$5,965.17
Account 6360.342 - Maint & Repairs IT - System Annual Maint										
11131 - Online Solutions LLC - Citizenserve	6125	CitizenServe Subscription 10/15/25- 10/14/26	Paid by Check # 107962		06/30/2025	10/09/2025	10/09/2025		10/17/2025	10,500.00
Account 6360.342 - Maint & Repairs IT - System Annual Maint Totals								Invoice Transactions	1	\$10,500.00
Account 6500.700 - Training & Travel Training & Travel										
12255 - Chris Harris - Employee	09-30-2025	Sr Bldg Inspector SF CALBO Meals/Mileage 9 -30-2025	Paid by Check # 107939		09/30/2025	10/10/2025	09/30/2025		10/17/2025	263.72
11749 - Rachel Smith	09-28-2025	Permit Tech CALBO SF Mileage Meals 9-28-25	Paid by Check # 107965		10/02/2025	10/02/2025	10/02/2025		10/17/2025	217.72
Account 6500.700 - Training & Travel Training & Travel Totals								Invoice Transactions	2	\$481.44
Sub-Division 00 - Non-Subdiv Totals								Invoice Transactions	4	\$16,946.61
Division 000 - Non-Div Totals								Invoice Transactions	4	\$16,946.61
Department 430 - Building Inspection Totals								Invoice Transactions	4	\$16,946.61



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 100 - Admin										
Sub-Division 00 - Non-Subdiv										
Account 6400.652 - Material & Suppl Recr Special Progr / Events										
12026 - Adriana Lopez	06-01-24	Multi-Cultural Festival	Paid by Check # 107928		06/01/2024	06/17/2024	06/17/2024		10/17/2025	60.00
Account 6400.652 - Material & Suppl Recr Special Progr / Events Totals							Invoice Transactions	1		\$60.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$60.00
Division 100 - Admin Totals							Invoice Transactions	1		\$60.00
Department 510 - Recreation & Culture Totals							Invoice Transactions	1		\$60.00
Fund 100 - General Fund Totals							Invoice Transactions	81		\$135,434.73



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	152112	Maintenance for September 2025	Paid by Check # 107960		09/30/2025	10/01/2025	10/01/2025		10/17/2025	894.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		<u>\$894.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$894.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$894.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$894.00</u>
Fund 130 - Library Maintenance Totals							Invoice Transactions	1		<u>\$894.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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										
11248 - Bear Electrical Solutions, Inc.	28056	Traffic Signal Maintenance Service Routine	Paid by Check # 107930		09/30/2025	10/07/2025	10/07/2025		10/17/2025	250.00
11248 - Bear Electrical Solutions, Inc.	28129	Traffic Signal Maintenance Service Response	Paid by Check # 107930		09/30/2025	10/07/2025	10/07/2025		10/17/2025	4,460.00
Account 6360.780 - Maint & Repairs Traffic Signals Totals Invoice Transactions 2										\$4,710.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Sept 2025 483-6	PG&E - 3982644483-6	Paid by Check # 107963		09/18/2025	10/07/2025	10/07/2025		10/17/2025	17,543.45
10463 - Pacific Gas & Electric	Oct 2025 720-0	PG&E - 0167505720-0	Paid by Check # 107963		10/08/2025	10/15/2025	10/15/2025		10/17/2025	1,237.48
10463 - Pacific Gas & Electric	Oct 2025 943-2	PG&E - 6150212943-2	Paid by Check # 107963		10/07/2025	10/15/2025	10/15/2025		10/17/2025	50.08
10463 - Pacific Gas & Electric	Oct 2025 353-7	PG&E - 9930567353-7	Paid by Check # 107963		10/07/2025	10/15/2025	10/15/2025		10/17/2025	27.34
10463 - Pacific Gas & Electric	Oct 2025 582-7	PG&E - 8161432582-7	Paid by Check # 107963		10/07/2025	10/15/2025	10/15/2025		10/17/2025	152.69
10463 - Pacific Gas & Electric	Oct 2025 202-3	PG&E - 6594070202-3	Paid by Check # 107963		10/08/2025	10/15/2025	10/15/2025		10/17/2025	135.02
10463 - Pacific Gas & Electric	Oct 2025 313-6	PG&E 6793435313-6	Paid by Check # 107963		10/03/2025	10/15/2025	10/15/2025		10/17/2025	1,008.66
Account 6380.300 - Utilities Gas & Electric Totals Invoice Transactions 7										\$20,154.72
Account 6400.155 - Material & Suppl Dump Fees										
10427 - Monterey Regional Waste Management District	4414752	Perc Ponds	Paid by Check # 107956		10/01/2025	10/01/2025	10/01/2025		10/17/2025	90.72
10427 - Monterey Regional Waste Management District	4408818	perc ponds	Paid by Check # 107956		09/23/2025	10/03/2025	10/03/2025		10/17/2025	72.09
10427 - Monterey Regional Waste Management District	4413998	Perc Ponds	Paid by Check # 107956		09/30/2025	10/03/2025	10/03/2025		10/17/2025	170.10
10427 - Monterey Regional Waste Management District	4413022	perc ponds	Paid by Check # 107956		09/29/2025	10/03/2025	10/03/2025		10/17/2025	39.20
10427 - Monterey Regional Waste Management District	4412618	Perc Ponds	Paid by Check # 107956		09/29/2025	10/03/2025	10/03/2025		10/17/2025	64.80
10427 - Monterey Regional Waste Management District	4409173	perc ponds	Paid by Check # 107956		09/23/2025	10/03/2025	10/03/2025		10/17/2025	43.61
10427 - Monterey Regional Waste Management District	4420033	Cardoza St	Paid by Check # 107956		10/09/2025	10/07/2025	10/07/2025		10/17/2025	102.06
10587 - United Rentals (North America), Inc.	INV-5644368	Beach Rd & De Forest Rd	Paid by Check # 107972		10/02/2025	10/01/2025	10/01/2025		10/17/2025	260.35
Account 6400.155 - Material & Suppl Dump Fees Totals Invoice Transactions 8										\$842.93



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 6400.733 - Material & Suppl Signs										
10108 - Capitol Barricade, Inc.	182816	Stop Signs, Keep right, Left Arrows, Keep Right Arrows, No turn	Paid by Check # 107937		10/03/2025	10/03/2025	10/03/2025		10/17/2025	3,599.09
Account 6400.733 - Material & Suppl Signs Totals									Invoice Transactions 1	\$3,599.09
Account 6400.740 - Material & Suppl Special Dept Suppl										
12248 - Blue Triton Brands Inc	05J8720346923	2660 5th Ave Corp Yard	Paid by Check # 107932		10/07/2025	10/10/2025	10/10/2025		10/17/2025	113.73
Account 6400.740 - Material & Suppl Special Dept Suppl Totals									Invoice Transactions 1	\$113.73
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 19	\$29,420.47
Division 000 - Non-Div Totals									Invoice Transactions 19	\$29,420.47
Department 000 - Non-Dept Totals									Invoice Transactions 19	\$29,420.47
Fund 220 - Gas Tax Totals									Invoice Transactions 19	\$29,420.47



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 232 - Seabreeze AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	152112	Maintenance for September 2025	Paid by Check # 107960		09/30/2025	10/01/2025	10/01/2025		10/17/2025	226.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$226.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$226.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$226.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$226.00
Fund 232 - Seabreeze AD Totals							Invoice Transactions	1		\$226.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 233 - Monterey Bay Estates AD										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	152112	Maintenance for September 2025	Paid by Check # 107960		09/30/2025	10/01/2025	10/01/2025		10/17/2025	485.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$485.00
Account 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2025 313-6	PG&E 6793435313-6	Paid by Check # 107963		10/03/2025	10/15/2025	10/15/2025		10/17/2025	(47.91)
Account 6380.300 - Utilities Gas & Electric Totals									Invoice Transactions 1	(\$47.91)
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$437.09
Division 000 - Non-Div Totals									Invoice Transactions 2	\$437.09
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$437.09
Fund 233 - Monterey Bay Estates AD Totals									Invoice Transactions 2	\$437.09



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 6380.300 - Utilities Gas & Electric										
10463 - Pacific Gas & Electric	Oct 2025 313-6	PG&E 6793435313-6	Paid by Check # 107963		10/03/2025	10/15/2025	10/15/2025		10/17/2025	(48.37)
Account 6380.300 - Utilities Gas & Electric Totals							Invoice Transactions	1		(\$48.37)
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		(\$48.37)
Division 000 - Non-Div Totals							Invoice Transactions	1		(\$48.37)
Department 000 - Non-Dept Totals							Invoice Transactions	1		(\$48.37)
Fund 235 - Cypress Cove II AD Totals							Invoice Transactions	1		(\$48.37)



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 251 - CFD - Locke Paddon										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	152112	Maintenance for September 2025	Paid by Check # 107960		09/30/2025	10/01/2025	10/01/2025		10/17/2025	258.00
Account 6360.440 - Maint & Repairs Landscape General Totals							Invoice Transactions	1		\$258.00
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$258.00
Division 000 - Non-Div Totals							Invoice Transactions	1		\$258.00
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$258.00
Fund 251 - CFD - Locke Paddon Totals							Invoice Transactions	1		\$258.00



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 252 - CFD - Dunes No. 2015-1										
Department 000 - Non-Dept										
Division 000 - Non-Div										
Sub-Division 00 - Non-Subdiv										
Account 6360.700 - Maint & Repairs Roadways										
10005 - A-1 Sweeping Service	9-15-25	The Dunes	Paid by Check # 107925		09/15/2025	10/10/2025	10/10/2025		10/17/2025	345.00
Account 6360.700 - Maint & Repairs Roadways Totals							Invoice Transactions	1		<u>\$345.00</u>
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		<u>\$345.00</u>
Division 000 - Non-Div Totals							Invoice Transactions	1		<u>\$345.00</u>
Department 000 - Non-Dept Totals							Invoice Transactions	1		<u>\$345.00</u>
Fund 252 - CFD - Dunes No. 2015-1 Totals							Invoice Transactions	1		<u>\$345.00</u>



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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										
11847 - BKF Engineers	25091016	Slurry Seal and	Paid by EFT #		09/26/2025	10/01/2025	10/01/2025		10/17/2025	9,982.00
		Microsurfacing Streets	6798							
11847 - BKF Engineers	25091014	Pavement Management	Paid by EFT #		09/26/2025	10/01/2025	10/01/2025		10/17/2025	7,626.25
		Program	6798							
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions	2		\$17,608.25
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	2		\$17,608.25
Division 000 - Non-Div Totals							Invoice Transactions	2		\$17,608.25
Department 000 - Non-Dept Totals							Invoice Transactions	2		\$17,608.25
Fund 422 - Capital Projects - Measure X Totals							Invoice Transactions	2		\$17,608.25



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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										
10316 - Kimley-Horn & Associates, Inc.	32625260	2025 Safe St & Roads SS4	Paid by Check # 107949		06/30/2025	10/03/2025	10/03/2025		10/17/2025	28,051.50
11762 - Raimi + Associates, Inc	25-7122	22023.01 Marina GPU August 2025	Paid by EFT # 6802		09/26/2025	10/02/2025	09/26/2025		10/17/2025	61,816.68
10515 - Rincon Consultants, Inc.	68908	Marina Housing Element Update August 2025	Paid by EFT # 6803		09/17/2025	10/02/2025	09/17/2025		10/17/2025	13,396.50
Account 6300.570 - Prof Svc Other Totals									Invoice Transactions 3	\$103,264.68
Account 6700.105 - Capital Outlay Construction										
10728 - Ace Hardware-Public Works	092487	Fire station #2	Paid by Check # 107927		09/25/2025	10/03/2025	10/03/2025		10/17/2025	15.57
10728 - Ace Hardware-Public Works	092474	Station #2	Paid by Check # 107927		09/24/2025	10/07/2025	10/07/2025		10/17/2025	32.76
Account 6700.105 - Capital Outlay Construction Totals									Invoice Transactions 2	\$48.33
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 5	\$103,313.01
Division 000 - Non-Div Totals									Invoice Transactions 5	\$103,313.01
Department 000 - Non-Dept Totals									Invoice Transactions 5	\$103,313.01
Fund 462 - City Capital Projects Totals									Invoice Transactions 5	\$103,313.01



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 6360.440 - Maint & Repairs Landscape General										
10446 - New Image Landscape Co.	152112	Maintenance for September 2025	Paid by Check # 107960		09/30/2025	10/01/2025	10/01/2025		10/17/2025	2,340.00
Account 6360.440 - Maint & Repairs Landscape General Totals									Invoice Transactions 1	\$2,340.00
Account 6360.450 - Maint & Repairs Maint & Repairs										
10005 - A-1 Sweeping Service	9-16-25	Airport sweeping (The track)	Paid by Check # 107925		09/16/2025	10/10/2025	10/10/2025		10/17/2025	862.50
Account 6360.450 - Maint & Repairs Maint & Repairs Totals									Invoice Transactions 1	\$862.50
Sub-Division 00 - Non-Subdiv Totals									Invoice Transactions 2	\$3,202.50
Division 000 - Non-Div Totals									Invoice Transactions 2	\$3,202.50
Department 000 - Non-Dept Totals									Invoice Transactions 2	\$3,202.50
Fund 555 - Marina Airport Totals									Invoice Transactions 2	\$3,202.50



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 6300.570 - Prof Svc Other										
12331 - 36 North Properties, Inc.	INV-2025-09-17-0	Professional Services: Market Research	Paid by Check # 107924		09/17/2025	10/15/2025	10/15/2025		10/17/2025	937.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1		\$937.50	
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1		\$937.50	
Division 000 - Non-Div Totals							Invoice Transactions 1		\$937.50	
Department 000 - Non-Dept Totals							Invoice Transactions 1		\$937.50	
Fund 556 - Preston Park NonProfit Corp Totals							Invoice Transactions 1		\$937.50	



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 6300.570 - Prof Svc Other										
12331 - 36 North Properties, Inc.	INV-2025-09-17-0	Professional Services: Market Research	Paid by Check # 107924		09/17/2025	10/15/2025	10/15/2025		10/17/2025	937.50
Account 6300.570 - Prof Svc Other Totals							Invoice Transactions 1		\$937.50	
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions 1		\$937.50	
Division 000 - Non-Div Totals							Invoice Transactions 1		\$937.50	
Department 000 - Non-Dept Totals							Invoice Transactions 1		\$937.50	
Fund 557 - Abrams B NonProfit Corp Totals							Invoice Transactions 1		\$937.50	
Grand Totals							Invoice Transactions 118		\$292,965.68	



Accounts Payable by G/L Distribution Report

Payment Date Range 10/17/25 - 10/17/25

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 6650.010 - ROPS #10-Financial, RE Advisory Svc										
10315 - Keyser Marston Associates	0040143	Prof Svcs (SA) 9/2025 - DOF	Paid by EFT # 129		10/09/2025	10/14/2025	10/14/2025		10/17/2025	1,128.75
Account 6650.010 - ROPS #10-Financial, RE Advisory Svc Totals							Invoice Transactions	1		\$1,128.75
Sub-Division 00 - Non-Subdiv Totals							Invoice Transactions	1		\$1,128.75
Division 000 - Non-Div Totals							Invoice Transactions	1		\$1,128.75
Department 000 - Non-Dept Totals							Invoice Transactions	1		\$1,128.75
Fund 758 - Successor Agency Oblig Retirement Totals							Invoice Transactions	1		\$1,128.75
Grand Totals							Invoice Transactions	1		\$1,128.75



DRAFT

Agenda Item: **10b(1)**
City Council Meeting of
October 21, 2025

**ACTION
AGENDA**

Tuesday, September 30, 2025

6:00 P.M. Open Session

SPECIAL MEETING

**CITY COUNCIL, MARINA ABRAMS B NON-PROFIT CORPORATION, PRESTON
PARK SUSTAINABLE COMMUNITY NON-PROFIT CORPORATION**

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 6:01 PM
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. MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE (Please stand)
4. CITY COUNCIL REVIEW AND DISCUSS ADOPTED 2010 POLICY ON MARKETPLACE RENTS FOR PRESTON AND ABRAMS PARK
 - a. Receive rental market study data, facility reserve information, and an update on Preston Park Loan Refinancing Alternatives; and provide directions to staff.

Public Comments:

- Carl Faria Preston Park tenant since 2003, spoke about city using Preston & Abrams Park as a bell jar curve as an experiment for the whole city. Noted Preston Park was purchased to generate revenue for the city. Asked where does all the rent money go? Noted Preston streets don't get swept, no police patrol, lawns are no longer green, backyard patios are cracked due to squirrels, playgrounds have been removed and not replaced. We're being taxed without representation.
- Jan Shriner spoke about the value our community holds. Read a statement from the Democratic state platform on affordable housing and spoke about being an advocate for Protect Salinas Renters signature gathering effort. Hopes council will maintain the 2010 rent stabilization resolution for Preston and Abrams and enact rent stabilization ordinances

citywide. Agrees paying of the loan is the best way to save money. Would like to see more details of the current study on comparable rents.

- James Fraizer spoke about the city taking a deeper look at the audited financials for Abrams and Preston Park to make sure they're giving you the information you really need. Appreciates that you have some complexity when you're talking about the CPI, but most people's incomes do not increase at CPI annually.
- Carl Pfeifer spoke about the dangers of using AI generated data when looking at price increases. Spoke about the mayor coming out to visit the Abrams and Preston Park neighborhoods but not seeing any other councilmember doing the same. Urged council to come out and see the community, watch the kids play before making any decisions.
- Denise Turley there is general confusion amongst the folks sitting on the dais between what is rent stabilization and what is rent control, we have nothing to do with rent control. We're asking for rent stabilization, we are asking that you stabilize rents citywide for Marina. Commented on Greystar and the use of AI. Stated that affordable units do not match the deed restrictions. Keep existing. A statute and apply citywide stabilized rents in all of Marina
- Audra Walton spoke of her history living in the community. Commented that the we are the initial investors that believed in the city and stuck around with our stable rents to help build out both Preston and Abrams Park. See our humanity as well as the broken promises of rent-to-own. Stabilize the rents. Thank you
- Shar Thompson, Central California Regional Coordinator with Tenants Together, a statewide nonprofit organization that focuses on housing rights and housing justice. Rent stabilization in Preston and Abrams should not be repealed for various reasons. The 2010 resolution made for the community that benefits not just those living at Preston or Abrams, but the entire rental community in Marina. Increasing the rents will have repercussions in the surrounding communities, as well as the displacement that occurs in your city. Please, put your constituents over your profit.
- Esther Malkin, founder of Monterey County Renters United, and a board member of the California Democratic Renters Council. Mentions that renter assistance is not a substitute for rent stabilization. Number one reason are people are homeless is due to financials. Asked how many on the dais own rental properties and the possible conflict of interest creating a policy that could affect your income. Stated renters now outnumber homeowners. Urged council to listen to renter population.
- Heather Spears spoke about her history at Preston Park and the commitment to the community. Asked that council show the same commitment back to the families of Preston and Abrams Park. Commented on the monies from Preston and Abrams, rents contribute millions every year to the city's general fund. Asked why one neighborhood is being forced to carry the weight of the entire city?
- Paula Pelot noted that in the 2000's the city's promise to raise rents for in-place tenants by CPI, or 3%, whichever was the less. City of Marina failed to include vacancy control in the rent resolutions. The city's failed for the last 15 years to enact rent stabilization citywide and provide those very same protections to all of Marina citizens. Over time CPI has risen 47.4%. but rents in Marina have risen 262%.
- Linda spoke about the misconceptions about our rents. It's important to recognize the unique position of long-term residents who have consistently paid more overtime for our units, and would have if the city had honored its initial commitment to sell these units to us. The city's

decision to continue renting, rather than offering us the promised rent-to-own option, represents a significant breach of trust.

- Adam Pinterites thanked the council for their comments on this subject. Pointed out rent stabilization would not apply to all rentals due to state law it would only apply to rentals older than 1995. Spoke in favor of a targeted approach of rental assistance for those who need it most. Believes council will deliberate wisely and make the right decision.
- Mike Moeller asked why is the city relying on potential artificial inflated market rents to guide public policy? What decision-critical information did that third party markets study provide that the city didn't already have? Have you considered any future turnover projections for the next 3 to 5 years? Why is the rent policy being tied to a discretionary choice to reallocate these funds? Council needs to consider Preston and Abrams tenants, they're human beings, not profits. So, choose wisely, and remember renter's vote.
- Kendra Hybers concerned resident of Preston Park to urge council not to revoke the Preston and Abrams resolution. It's an essential protection for renters in the community. Many are families, seniors on fixed incomes, and young adults just entering the workforce. Spoke about how the current resolution helped their lives. Commented on the CPI increases versus rental increases throughout the years. Please protect our renters and preserve our community.
- Greg Furey noted Preston and Abrams have been a big financial success, it still injects a couple of million dollars of pure profit into the city's general fund every year. Preston and Abrams residents are asking that they won't be priced out of their own homes. Spoke about the rent increases taking place over the years. Asked that council uphold the current resolution. Why has the Preston Park renter's association been excluded from negotiations?
- Gail Morton spoke about the history of the loan on Preston Park and how the rents were divided between the City and FORA. Commented on the rental increases even with stabilization in place. Spoke about the \$15 million and how it could be used to either pay down the loan or use it for something else. What's important here is how much money is generated with your rent stabilization in place, terminating this rent stabilization is not necessary.
- John Halligan commented on a lot that has already been said by the public and council. Spoke about the current conditions of the properties and the lack of internet. Asked the council to choose to invest in the residents at Preston and Abrams and not the capital.

Council's directions to staff:

1. Capital plan to meet facility and maintenance needs
2. Bring back options the use of \$13 million reserve to either pay down the Preston Park Loan or apply towards specific capital improvements
3. Bring back data on the differences between the 144 legacy rental amounts and the market rents
4. Exemptions for potential rent adjustments
 - a. PG&E CARE program, other programs
 - b. Ideas for hardship waivers
5. Alternate scenarios related to CPI + alternate percent and budgetary impact
6. Legal determinations for the following:
 - a. Tenant finances as it relates to exemptions and lease renewals
 - b. Charging a different percentage of rent increases

7. Definition of “Legacy Tenants”
8. Extra support for finance director
9. Provide examples of rent policies for similar properties.
5. ADJOURNMENT: The meeting adjourned at 9:30 PM

Anita Sharp, Deputy City Clerk

ATTEST:

Bruce C. Delgado, Mayor



DRAFT

Agenda Item: **10b(2)**
City Council Meeting of
October 21, 2025

**ACTION
MINUTES**

Tuesday, October 7, 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 ____
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:**
 - Steve Lee urges the city to work with the Parks District to resolve the historic issues surrounding the management and maintenance of Locke Paddon Park. Several city approved projects are currently on hold while these issue are outstanding. Here to clarify the state of the existing projects. Please progress these discussions and reach a resolution.
 - Yung Soo Oh here to speak and support the Asian American Garden. Many people support this unique garden. Spoke about the past meetings on this subject, progress was made but it's still far away from completion. Hopes city will make right decision for the people. This garden will bring many visitors from outside.
 - Vali Moreno came to speak about the Children's Garden and Locke Paddon Park. Families look forward to coming here to explore, visit the library especially during Dad's Read day. Creating a children's garden is a great pathway for families to get another space in this park. Please consider the Children's Garden that Marian supports.
 - Andy Nguyen asked that the Regional Parks District give Marina full authority to move forward with the city projects on Lot 43, including the food forest, children's garden and the Asian American garden. This will allow our city to follow its normal process. Planning,

public input and environmental review. This project will belong to all communities. Asian American garden will be the first in Monterey County. Please negotiate in way that protects Marina.

- Sukyung Pak spoke on behalf of her son who could not attend. Son went to Asian Garden in San Francisco and enjoyed its peaceful atmosphere and it attracts visitors from around the world. Thrilled to learn of the proposed Asian Garden at Locke Paddon Park and shared the news with friend and his school. Spoke about other cities and what they're known. This Asian American garden can become Marina's landmark attracting visitors boasting our local economics.
- Jeff Markham MPRPD Board Director, thanked those who attended our board meetings. Reminded everyone what the purpose of the park really is, it was envisioned back in 1986-87 by the Coastal Conservancy, City of Marina and the Monterey Peninsula Regional Parks District to build around what was a vernal pond. We were successful many years acquiring the parcels either through grants or purchase. Spoke about how slow this process has been and the joint meeting 6 months ago. We had a lot of foundational work to do to understand the history of the park that we didn't fully understand. New general manager is now up to speed on what's going on. We are hopeful and cooperative that an arrangement can be made again. Hopes to bring forth a lease agreement. Asked about the possibility of having another joint meeting so we can discuss this with the public.
- Mark Melendez enjoys Locke Paddon Park. Wondering why this has not moved forward. C4SM will do whatever it takes to make sure we make progress. It was voted on and approved. C4SM is available to help in any way, just ask. Commented on the MLK statue being a transformational moment. Let's move this forward.
- Amelia Forstahl, student working on her Eagle Scout project which is the Food Forest. Believe Food Forest will be beneficial to the community. It provides food security and education on how to grow food. Looking for land to do projects on and would like to do it on city land next to the library. Would like to get city approval for the project.
- Cleave Waters here to express support for the garden. This would be a great addition.

4. CLOSED SESSION:

- a. Conference with Legal Counsel, Anticipated Litigation (Govt. Code § 54956.9(d)(4)), 2 potential cases. City Council to consider initiation of litigation pursuant to Government Code § 54956.9(d)(4).
- b. Conference with Legal Counsel: Existing Litigation (Govt. Code § 54956.9(d)(1)), 1 case.
 - i. *City of Marina, et. al. v. California Coastal Commission, et al.*, 22-CV-004063, Monterey Superior Court
- c. Real Property Negotiation (Govt. Code Section 54956.8)
 - i. Property: Locke-Paddon Park, various parcels, APN Nos.: 033-121-004, 033-121-005-006, 033-132-003, 033-132-003, 033-121-101, 033-121-009, 033-121-002
 Negotiating Party: Monterey Peninsula Regional Park District
 Negotiator(s): City Manager
 Terms: Price and Terms

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

City Attorney Ortega reported out Closed Session: Council took no reportable action with respect to items 4a and 4b. Item 4c will be discussed, if time permits after open session.

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

6. **SPECIAL PRESENTATIONS:**

- a. Fire Prevention open house, Tuesday, October 14, 4:00-7:00p.
- b. How to Navigate Multilane Roundabouts Presentation
- c. Imjin Road Roundabout Artwork presentation.

7. **COUNCIL AND STAFF ANNOUNCEMENTS:**

- City Manager Long wished to provide council and the public with current update on the Del Monte Road construction related to the MST Surf Project. Asked MST staff to continue with providing the update.
- Andra Diallo announced Marina's 50th Anniversary event on October 18, 2025, from Noon - 5:00pm at Vista Del Camino Cir.; Resident Nomination for residents who have been a part of the community for 50-year or more; there will also be a photo contest, share your favorite photos that capture the beauty and spirit of Marina. On October 31st from 11:00am-1:00pm at the Marina Equestrian Center is the Howl-O-Ween Parade dress up your pets. On October 31st from 6:30-9:30 at Los Arboles Upper Field is the Halloween Fright Night.
- Councilmember McAdams kudos to the artwork improvement and outreach improvements. Asked if the city employees are impacted by the furloughs? Will the city see any impacts through contractors or goods and services by the government shutdown? Announced Congressman Panetta's office has dedicated webpage with shutdown information and resources: www.panetta.house.gov
- Mayor Pro Tem Visscher asked if the city can be lenient for those who rent city owned property who are on government furlough?
- Mayor Delgado announced that every Thursday volunteers are welcomed to join the Hilltop Park from 5:00-7:00pm to help with watering, weeding and planting. On Saturdays from 9:00am-1:00pm is the Oak Woodland Community Garden, it is also Dad Reads week at the library. Also this Saturday from 8:00am-4:00pm is Cars in the Park Car Show at Vince DiMaggio Park. This Sunday and every second Sunday of the month is the Lapis Road cleanup from 10:00am-12:30pm.

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.*

- Eileen Hu wanted to thank public works for coming out on a Sunday to Crescent Ave to take care of a tree limb that was dangerously hanging over the sidewalk. Raised concerns about bicyclists riding on the sidewalk along Crescent Ave versus using the bike lane. Dangerous to the pedestrians walking along the sidewalk, also a lot of seniors live in this area.
- Denise Turley noted there was a misunderstanding that we did not state in our comments last week that we were unable to meet with city council members or the mayor, we state we are unable to meet with staff although we occasionally meet with Greystar. Received an email from MCWD say that they have a program for anyone affected by the shut-down and you need to contact them on an individual basis. You can go to their website. Suggested people contact their utility company to see if they have an existing program in place.
- Joanne Sherrill liked the display of the boards that are going up around CSUMB but did not see in regard to the diversity and inclusion is any of that integration of diversity for the African American soldiers making this area a true diverse area. Not sure that can be symbolized.
- Elizabeth Gerrity commented on MST closure notices. Noted that people use the Rec Trail to commute to and from work, the Dunes Shopping Center and CSUMB and surprised closures on those trails will result in 2 miles of extra cycling. Shorts notices from MST are disrespectful and shortsighted. Would like all parties involved to be more responsible and respectful in terms or announcements and closures.

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 107730-107874, totaling \$3,858,039.02.

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

(1) September 3, 2025, Regular City Council Meeting - Corrected

(2) September 16, 2025, Regular City Council Meeting

(3) September 23, 2025, Special 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: Maria Garza for a claim received on September 29, 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. 2025-109**, approving the purchase of one (1) new Multihog M-Series Multi-Purpose Vehicle with Attachments; and 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.

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

- (1) Adopting **Resolution No. 2025-110**, 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 Shea Homes Limited Partnership shown on “Tract 1569 The Dunes On Monterey Bay Phase 3 North” in the vicinity of 1st Avenue, Pelican Street, and Divarty Street, City of Marina, subject to review and approval by the City Attorney.
- (2) Adopting **Resolution No. 2025-111**, adopting an MOU between the City and the Mid-Management Employees Association (MMEA) Bargaining Group; and authorizing the City Manager to execute the MOU; and amending the City salary schedule for Fiscal Years 2025-26 and 2026-27.
- (3) Adopting **Resolution No. 2025-112** authorizing an agreement with WBCP to conduct executive recruitment for the position of Chief Building Official, in an amount not to exceed \$40,900.

h. ACCEPTANCE OF PUBLIC IMPROVEMENTS: None

i. MAPS: None

j. REPORTS: (RECEIVE AND FILE):

- (1) Community Human Services September 18, 2025, Board Meeting Highlights

k. FUNDING & BUDGET MATTERS:

l. APPROVE ORDINANCES (WAIVE SECOND READING):

- (1) Read by Title Only and adopting **Ordinance No. 2025-14**, amending Section 17.52.020 of the Marina Municipal Code (MMC) removing the phrase “male and female impersonators” from the Definition of “Adult cabaret” thereby removing this form of personal and cultural expression from uses regulated by the Adult Businesses and Massage Therapists section of the MMC. The proposed Ordinance adoption is exempt from environmental review pursuant to Section and 15061(b)(3) of the CEQA Guidelines.”.

- (2) Read by Title Only and adopting **Ordinance No. 2025-15**, amending chapter 3.26 of the Marina Municipal Code regarding mitigation fees for new development within the City of Marina

m. APPROVE APPOINTMENTS: None

Councilmember McAdams made comments on agenda item 10g(2), thanked MMEA for their fair negotiation and value our employees.

Councilmember Biala had question for agenda item 10g(1), asked if there was any other undergrounding work for other streets? Commented on 10j(1) having no agency heading.

Mayor Delgado pulled agenda item 10L(2) for brief discussion. Item to be heard prior to the public hearings.

DELGADO/MCCARTHY: TO APPROVE THE CONSENT AGENDA MINUS 10L(2). 5-0-0-0 Motion Passes

Agenda Item 10L(2)

Mayor Delgado spoke about an October 7th letter from CHISPA who are questioning the cost of apartment unit fees.

Explanation of fees used for apartment units versus single-family homes/multi-family units were explained by Frederik Venter of Kimley-Horn.

DELGADO/MCCARTHY: TO APPROV AGENDA ITEM 10L(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. 2025-16**, 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.

Interim Chief Building Official Paolini and Fire Chief McCoun provided council a summary of the updated building and fire codes for 2026.

Public Comments: None received

Council discussion: inconsistencies with extension of 90-days and but fees are for 180 days. Consensus from council to change the wording he/she throughout the code to say "their".

MCADAMS/BIALA: TO APPROVE THE INTRODUCTOIN OF 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.

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. 2025-113**, authorizing additional funding for the existing professional services agreement with Tripepi Smith and Associates for community engagement, education and outreach for constructing city facilities and potential funding strategies.

Public Comments:

- Denise Turley asked if consultants are going to consider in their presentation that people will have questions or comments, if so, do those questions/comments go directly to them? And how will we, the public, get those questions or comments.

Council discussed possible one-on-one meetings between the consultant and councilmembers, who on staff is overseeing and collaborating with the consultants, status of Mercede's agreement, seeing more website results from the consultants, who will be tracking finances, target groups, complete workplan from start to finish,

BIALA/MCCARTHY: TO ADOPT RESOLUTION NO. 2025-113, AUTHORIZING AN ADDITIONAL \$120,000 FOR THE EXISTING PROFESSIONAL SERVICES AGREEMENT WITH TRIPEPI SMITH AND ASSOCIATES FOR ADDITIONAL COMMUNITY ENGAGEMENT, EDUCATION, AND OUTREACH FOR CONSTRUCTING NEW CITY FACILITIES AND POTENTIAL FUNDING STRATEGIES; AND AUTHORIZING \$40,000 TO FUND AN OPINION SURVEY TO ASSESS CITIZEN SUPPORT FOR CONSTRUCTING NEW CITY FACILITIES AND VIABILITY OF NEW REVENUE SOURCES FOR A POTENTIAL NOVEMBER 2026 BALLOT MEASURE; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES; AND DIRECT STAFF TO PROVIDE BI-MONTHLY UPDATE ON EXPENDITURES AND TO ALSO INCLUDE A WORK PLAN WITH TIMELINES.

14. COUNCIL & STAFF INFORMATIONAL REPORTS:

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

Mayor Delgado - Monterey County Mayor Association, they canceled King City this past Friday due to lack of quorum. Next month, the Mayors will be in Marina.

- b. Council reports on meetings and conferences attended (Gov't Code Section 53232). None
- 15. ADJOURNMENT: The council open session meeting adjourned at 9:00 PM and the City Council went back into Closed Session.

Anita Sharp, Deputy City Clerk

ATTEST:

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

Agenda Item: **10c(1)**

October 21, 2025

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

Monty Roach

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:

Same as above

Name of Claimant

()
Telephone Number (include area code)

Mailing Address

City

CA

Zip Code

SECTION 3: CLAIM INFORMATION

Date of the occurrence/transaction which gave rise to the claim: 8/29/2025

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.

1st Ave , just south of 8th St. See police report.

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.

Officer SHIVDEV SINGH DHILLON backed into us. as we sat motionless. I was also blowing my horn to get his attention. He did not stop.

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.

Front bumper was damaged by his police car. We also lost the functioning of the air conditioning unit after the collision.

SHIVDEV SINGH DHILLON

Amount Claimed: \$ \$2,735.90

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

Non-Limited Civil Case

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
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Policy Number: _____ Deductible: \$ _____

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

Vehicle Make: _____ Model: _____ Year: _____

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

Mailing Address	City	State	Zip Code
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Is the claim filed on behalf of minor? ☐ Yes ☐ No

If yes, please indicate:

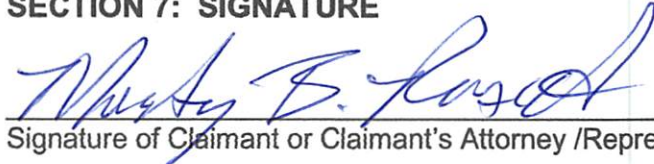
Relationship to minor: _____

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

10/17/25
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.

October 16, 2025,

Item No. **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-
AUTHORIZING THE ADDITION OF ONE FULL-TIME POSITION FOR IT
MANAGER AND AN AMENDMENT TO THE CITY SALARY SCHEDULE
FOR FISCAL YEARS 25/26.**

Recommendation: It is recommended that the City Council consider

1. Adopting Resolution No. 2025-, approving a full-time IT Manager; and
2. Authorize an amendment to the City Salary Schedule for Fiscal Year 25/26.
3. Authorize the Finance Director to make appropriate accounting and budgetary entries

BACKGROUND:

Staff is requesting Council authorize the creation of a full-time Information Technology (IT) Manager position to oversee and coordinate the City's information systems, manage contracted IT service providers, and ensure the efficient and secure operation of the City's technology infrastructure. As a full-service city employing more than 100 employees, the City of Marina has not had a full-time staff person dedicated to information technology (IT). Information Technology leadership at the City is currently centered in the City Manager's Office for long-term planning, coordination between departments and contract oversight and more recently this oversight was placed under the Finance Department.

The City continues to provide IT support services through a third-party, both for client helpdesk and cyber security. These services include client helpdesk support, desktop technician support, network administration, system administration, applications development, applications maintenance, data base administration, and specific project development, implementation and support. Taygeta and TechRX have worked in combination providing the City with IT services and Cyber Security since 2016. Although Taygeta and TechRX provide valuable assistance and experience, service delivery and capability to meet the City's IT support service's needs and while this model has supported the City's basic operational needs, it has become increasingly evident that the growing complexity of municipal technology systems and increasing industry security standards requires dedicated in-house management and oversight. The City's technology environment has expanded significantly in recent years, including upgrades to network infrastructure, cybersecurity requirements, digital records management, equipment needs, and online public service platforms. The reliance solely on contracted support has led to challenges in proactive planning, coordination, and accountability.

ANALYSIS:

The City's operations depend on reliable and secure technology to deliver essential public services, support internal operations, and protect sensitive data. As the City continues to modernize and adopt new systems, including financial management software, public safety systems, online permitting, and cloud-based solutions—coordination and oversight are critical. A full-time IT Manager would provide direct oversight of third-party IT vendors to ensure service quality, responsiveness, equipment inventory and cost control. Develop and implement an annual IT work plan aligned with City priorities. Coordinate cybersecurity initiatives, including staff training, threat monitoring, and compliance with state and federal data protection standards. Manage technology-related capital improvement projects, including network upgrades, system integrations, and hardware replacements. Serve as the point of contact for all IT-related needs across departments, ensuring

timely support and minimizing service disruptions. Oversee software licensing, data backup systems, and technology procurement to ensure compliance and cost-effectiveness.

In-house management will improve efficiency, strategic planning, and continuity of operations. The position will also enhance accountability by providing a single point of responsibility for IT functions and decisions. As technology becomes increasingly integral to every aspect of municipal operations, the need for dedicated, in-house IT leadership is clear. Establishing a full-time IT Manager position will ensure that the City's systems are secure, efficient, and strategically managed, providing long-term organizational stability and improved service to the community.

The City surveyed comparator agency classifications and salary placement and determined the appropriate salary level to closely match the functions, duties and responsibilities to be performed by the position.

Below is the proposed salary schedule for the IT Manager classification.

	A	B	C	D	E
IT Manager	\$62.1849	\$65.2941	\$68.5588	\$71.9868	\$75.5861
Annual	\$129,344 - \$157,219				

FISCAL IMPACT:

The estimated annual cost for the full-time IT Manager position, including salary and benefits (fully-burdened rate) is approximately \$183,544; with partial Fiscal Year 2025/26 costs estimated at \$91,773.

This cost may be offset in part by reducing reliance on third-party contractors for basic IT management functions. Additionally, this position is expected to generate long-term savings by providing improved vendor oversight, reduced system downtime, and better procurement practices.

Funding for this position is proposed to come primarily from the General Fund, with potential future charges allocated to other funds that rely on IT services. A budget amendment is needed to appropriate funds from the unallocated General Fund balance to support the estimated Fiscal Year 2025/26 and Fiscal Year 2026/27 salary and benefit costs.

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AUTHORIZING THE ADDITION OF A FULL-TIME IT MANAGER
ANALYST POSITION AND AN AMENDMENT TO THE CITY SALARY
SCHEDULE FOR FISCAL YEARS 25/26

WHEREAS, the City of Marina has not had a full-time staff person dedicated to information technology (IT); and,

WHEREAS, The City continues to provide IT support services through a third-party, both for client helpdesk and cyber security and include client helpdesk support, desktop technician support, network administration, system administration, applications development, applications maintenance, data base administration, and specific project development, implementation and support; and,

WHEREAS, Taygeta and TechRX have worked in combination providing the City with IT services and Cyber Security since 2016; and,

WHEREAS, this model has supported the City's basic operational needs, it has become increasingly evident that the growing complexity of municipal technology systems and increasing industry security standards requires dedicated in-house management and oversight; and,

WHEREAS, the City's operations depend on reliable and secure technology to deliver essential public services, support internal operations, and protect sensitive data; and,

WHEREAS, a full-time IT Manager will provide direct oversight of third-party IT vendors to ensure service quality, responsiveness, equipment inventory and cost control. Develop and implement an annual IT work plan aligned with City priorities; and,

WHEREAS, in-house management will improve efficiency, strategic planning, and continuity of operations. The position will also enhance accountability by providing a single point of responsibility for IT functions and decisions; and,

WHEREAS, the City surveyed comparator agency classifications and salary placement and determined the appropriate salary level to closely match the functions, duties and responsibilities to be performed by the position

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

1. Adopting Resolution No. 2025-, approving the IT Manager.
2. Authorize an amendment to the City Salary Schedule for Fiscal Year 25/26.
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 21st day of October 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

October 21, 2025,

Item No. **10f(2)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
AUTHORIZING THE ADDITION OF A FULL-TIME SR. HUMAN RESOURCES
ANALYST POSITION AND AN AMENDMENT TO THE CITY SALARY
SCHEDULE FOR FISCAL YEARS 25/26.**

RECOMMENDATION It is recommended that the City Council consider:

1. Adopting Resolution No. 2025-, approving the Sr. Human Resources Analyst.
2. Authorize an amendment to the City Salary Schedule for Fiscal Year 25/26.
3. Authorize the Finance Director to make appropriate accounting and budgetary entries

BACKGROUND:

Staff is also requesting Council authorize the creation of a full-time Senior Human Resources Analyst position to support the City's expanding workforce, manage increasing and complex recruitment and classification projects, and provide support for training, risk management, and employee development initiatives.

The Human Resources Department is currently staffed with one full-time Human Resources Director, one Human Resources Analyst, and an occasional part-time intern. As the City's workforce has grown, the department's responsibilities have expanded significantly in both scope and complexity. With the growing needs and anticipated growth in positions the need for additional staff has become increasingly apparent.

Over the past two years, the City has added 18.5 new full-time equivalent (FTE) positions, representing a workforce increase of approximately 18%. This growth has occurred alongside labor negotiations with the City's 7 employee groups, expanding state and federal compliance mandates, heightened employee relations needs, increased employee engagement efforts and the implementation of new personnel systems and programs geared toward employee retention.

The City has increasingly relied on third-party recruitment firms to fill key positions, particularly in senior management and specialized classifications. While these firms have provided short-term relief, reliance on external support is costly and does not contribute to building long-term internal capacity or institutional knowledge within the HR team.

ANALYSIS:

The City currently employs 132 full-time employees and the appropriate HR staffing benchmark, would be 3 FTE HR staff. The City's current staffing is below this standard, specifically considering the quick growth in approved positions over the last two years. With 18.5 new positions added over the last two years and multiple ongoing vacancies, the HR workload related to recruitment, onboarding, and retention has grown substantially. The HR team has hired 32 employees through recruitments processes over the last year, back filling vacancies, promotional opportunities and filling newly created positions. According to data from various surveys including the International Public Management Association for Human Resources (IPMA-HR) and the Society for Human Resource Management (SHRM), the public sector average for HR

staffing is approximately 1 HR staff person per 47 employees. A low ratio can suggest a streamlined HR function, if automation is in place; however, it can also point to substantial workloads and prioritizing recruitment as necessary. A dedicated Senior Human Resources Analyst would take a lead role in managing full-cycle recruitment for high-level and specialized positions.

In addition to recruitment the HR department's responsibilities include Talent Management, Classification & Compensation, Benefit Administration, Training & Development, Risk Management - Claims Administration for both Workers' Compensation & General Liability, Employee and Labor Relations, and compliance with City, State and Federal policy and mandates. Creating the higher-level analyst position provides much needed support in complex HR projects, reduced consultant dependency, saving funds over time, improved response times and internal customer service for all departments, capacity for strategic planning, employee engagement, and process improvement.

The City's workforce growth and expanding regulatory environment necessitate additional in-house HR capacity. Establishing a Senior Human Resources Analyst position will strengthen internal operations, reduce external consultant costs, and enhance the City's ability to attract, retain, and develop a high-quality workforce. This investment will ensure the Human Resources Department can continue to meet the City's operational, compliance, and organizational development needs efficiently and effectively.

The City surveyed comparator agency classifications and salary placement and determined the appropriate salary level to closely match the functions, duties and responsibilities to be performed by the position.

Below is the proposed salary schedule for the Sr. Human Resources Analyst classification.

	A	B	C	D	E
Sr. Human Resources Analyst	\$46.6378	\$48.9697	\$51.4181	\$53.9890	\$56.6885
Annual	\$97,006 - \$117,912				

FISCAL IMPACT:

The estimated annual cost for the full-time Sr. Human Resources Analyst position, including salary and benefits (fully-burdened rate) is approximately \$142,620; with partial Fiscal Year 2025-26 costs estimated at \$71,310.

This cost may be offset in part by reducing reliance on third-party contractors for basic recruitment services. Additionally, this position is expected to generate long-term savings by reducing the time to fill positions, and providing improved vendor oversight.

Funding for this position is proposed to come primarily from the General Fund, with potential future charges allocated to other funds that rely on HR services. A budget amendment is needed to appropriate funds from the unallocated General Fund balance to support the estimated Fiscal Year 2025/26 and Fiscal Year 2026/27 salary and benefit costs. None

CONCLUSION:

This request is submitted for City Council consideration and action.

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
AUTHORIZING THE ADDITION OF A FULL-TIME SR. HUMAN RESOURCES
ANALYST POSITION AND AN AMENDMENT TO THE CITY SALARY
SCHEDULE FOR FISCAL YEARS 25/26

WHEREAS, the Human Resources Department is currently staffed with one full-time Human Resources Director, one Human Resources Analyst; and,

WHEREAS, the City's workforce has grown and the department's responsibilities have expanded significantly in both scope and complexity; and,

WHEREAS, with the growing needs and anticipated growth in positions the need for additional staff has become increasingly apparent; and,

WHEREAS, this growth has occurred alongside labor negotiations, expanding state and federal compliance mandates, heightened employee relations needs, increased employee engagement efforts and the implementation of systems and programs geared toward employee retention; and,

WHEREAS, the HR department's responsibilities include Talent Management, Classification & Compensation, Benefit Administration, Training & Development, Risk Management - Claims Administration for both Workers' Compensation & General Liability, Employee and Labor Relations, and compliance with City, State and Federal policy and mandates; and,

WHEREAS, the higher-level analyst position provides much needed support in complex HR projects, reduced consultant dependency, saving funds over time, improved response times and internal customer service for all departments, capacity for strategic planning, employee engagement, and process improvement; and,

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

1. Adopting Resolution No. 2025-, approving the Sr. Human Resources Analyst.
2. Authorize an amendment to the City Salary Schedule for Fiscal Year 25/26
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 21st day of October 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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-,
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, CITY OF MARINA, SUBJECT TO REVIEW AND
APPROVAL BY THE CITY ATTORNEY.**

RECOMMENDATION: It is recommended that the City Council consider:

1. Adopting Resolution No. 2025-, 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, City of Marina, subject to review and approval by the City Attorney.

BACKGROUND:

At the regular meeting of August 7, 2019, the City Council adopted Resolution No. 2019-81, approving the Phase 5A Final Map for the Sea Haven Development Project Subdivision (formerly Marina Heights). This map included the establishment of right of way and utility easements for proposed infrastructure servicing residential development.

ANALYSIS:

All existing underground gas and overhead electrical facilities within Fort Ord were transferred to PG&E from the US Army and the Fort Ord Reuse Authority between 1996 and 1997. Since then, improvement plans associated with Phase 5 Residential Development included the relocation and undergrounding of overhead PG&E facilities from their current alignment.

In order to relocate these facilities from their existing easement into the City right-of-way, PG&E is requiring a Joint Use Agreement between the City and PG&E to establish responsibilities of each agency once the facilities are relocated and for any future relocations if needed by the City or PG&E.

The intended right-of-way area/area of joint use through City properties are in substantial conformance with the tentative map as amended as well as the project Specific Plan. With these findings, staff is recommending moving forward with negotiating and executing an agreement with PG&E to accomplish the relocation and undergrounding of utilities.

FISCAL IMPACT:

There is no fiscal impact should the City Council approve this request. Relocation of utilities into the right-of-way will be funded by the Developer.

CEQA Findings:

The right-of-way designation and use thereof for undergrounding of utilities is consistent with the certified Environmental Impact Report (EIR) (SCH No. 2004091167). Section 15162, Paragraph C of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project.

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
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, CITY OF MARINA, SUBJECT TO
REVIEW AND APPROVAL BY THE CITY ATTORNEY.

WHEREAS, at the regular meeting of August 7, 2019, the City Council adopted Resolution No. 2019-81, approving the Phase 5A Final Map for the Sea Haven Development Project Subdivision (formerly Marina Heights). This map included the establishment of right of way and utility easements for proposed infrastructure servicing residential development, and;

WHEREAS, all existing underground gas and overhead electrical facilities within Fort Ord were transferred to PG&E from the US Army and the Fort Ord Reuse Authority between 1996 and 1997. Since then, improvement plans associated with Phase 5 Residential Development included the relocation and undergrounding of overhead PG&E facilities from their current alignment, and;

WHEREAS, in order to relocate these facilities from their existing easement into the City right-of-way, PG&E is requiring Joint & Common Use Agreements between the City and PG&E to establish responsibilities of each agency once the facilities are relocated and for any future relocations if needed by the City or PG&E, and;

WHEREAS, the intended right-of-way area/area of joint use through City properties are in substantial conformance with the tentative map as amended as well as the project Specific Plan. With these findings, staff is recommending moving forward with negotiating and executing an agreement with PG&E to accomplish the relocation and undergrounding of utilities, and;

WHEREAS, there is no fiscal impact should the City Council approve this request. Relocation of utilities into the right-of-way will be funded by the Developer, and;

WHEREAS, the right-of-way designation and use thereof for undergrounding of utilities is consistent with the certified Environmental Impact Report (EIR) (SCH No. 2004091167). Section 15162, Paragraph C of the CEQA Guidelines states that if an EIR or negative declaration has been adopted for a project, no subsequent EIR is to be prepared unless there have been substantial changes to the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby authorize 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, City of Marina, subject to review and approval by the City Attorney.

Resolution No. 2025-
Page Two

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting held on the 21st day of October 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, City Clerk

EXHIBIT A TO STAFF REPORT

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD# 2215-01-10065

AGREEMENT

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT, hereinafter called "Agreement", entered into this _____ day of _____, 20____, by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "PG&E", and the CITY OF MARINA, hereinafter called "Agency",

RECITALS

A. PG&E is the owner in possession of certain rights of way and easements, hereinafter referred to as "PG&E's Easement", described as follows:

The easement described as "1. Electric Pole Line Easement" in the agreement by and between the United States of America through the Secretary of the Army and PG&E dated January 28, 1997 and recorded in Reed 3506 at Page 1533, Records of the County of Monterey, State of California (PG&E Land Document 2214-02-0474).

B. Wathen Castanos Peterson Homes Inc., hereinafter called "**Developer**", has a project known as "Tract 1540 Marina Heights PH 5A" in the vicinity of Imjin and California Avenue, City of Marina, County of Monterey. Developer is required, by Agency, to underground certain existing PG&E overhead electric facilities, and construct road improvements as conditions of approval for Developer's projects, hereinafter called "**Project**."

C. Agency has acquired certain land for public road rights of way in the vicinity of as well as adjacent to Developer's Project in the City of Marina, hereinafter referred to as "**Agency Rights of Way**", which said Agency Rights of Way is subject to PG&E's Easement.

D. PG&E's overhead electric pole line facilities installed pursuant to PG&E's Easement will interfere with Developer's Project and Developer desires to eliminate such interference, by relocating and modifying a portion of PG&E's facilities to a new underground location within Agency Rights of Way, hereinafter referred to and designated as "**Area of Joint Use**", a ten (10) foot wide strip of land lying five (5) feet on each side of the relocated underground facilities, shown upon the print of PG&E's drawing, EXHIBIT "A", attached hereto and made a part hereof.

NOW, THEREFORE, PG&E and Agency hereby mutually agree as follows:

1. The portion of PG&E Easement interfering with Developer's Project, so far as now lies within said Agency Rights of Way, is hereby changed to the strip of land designated as the "Area of Joint Use" on the print of PG&E's drawing, EXHIBIT "A".

2. Agency acknowledges PG&E's title to PG&E's Easement in said new location and the priority of PG&E's title over the title of Agency therein. PG&E has and reserves the right and easement to use, and Agency acknowledges PG&E's right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use underground electric facilities and associated equipment, in common with the public's use of Agency's rights of way, said new location for all of the purposes for which PG&E's Easement was acquired, without need for any further permit or permission from Agency. Except in emergencies, PG&E shall give reasonable notice to Agency before performing any work on PG&E's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said Agency Rights of Way or obstruct traffic. PG&E shall make adequate provisions for the protection of the traveling public.

3. In the event that the future use of said Agency Rights of Way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of PG&E's facilities then existing in said new location, the Agency shall notify PG&E in writing of such necessity and agree to reimburse PG&E on demand for its costs incurred in complying with such notice. PG&E will provide Agency with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by Agency and the execution of a relocation contract, PG&E will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. PG&E shall make adequate provisions for the protection of the traveling public. No further permit or permission from Agency for such rearrangement shall be required and if such rearrangement shall require relocation of any of PG&E's facilities outside of said new location, Agency will (1) enter into PG&E's standard form of Joint Use Agreement covering the replacement location of PG&E's Easement within the rights of way, (2) provide executed document(s) granting to PG&E good and sufficient easement(s) outside of the rights of way if necessary to replace

PG&E's Easement or any part thereof, and (3) reimburse PG&E for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that PG&E shall acquire such easement.

4. Pursuant to PG&E's Easement, Section 15 Termination, PG&E does hereby abandon a portion of PG&E's right, title and interest in and to PG&E's Easement, insofar as PG&E's Easement effects the Tract 1540 Marina Heights PH 5A parcel of land, being Monterey County APN#031-271-039.

5. PG&E hereby consents to the construction, reconstruction, maintenance or use by Agency of Developer's Project over, along and upon PG&E's Easement in the new location subject to PG&E's right and easement to use said new location for all of the purposes for which PG&E's Easement was acquired and to the terms and conditions herein contained. PG&E does not by this Agreement and shall not be deemed to subordinate its rights in the new location to any use which Agency shall make of said area.

6. PG&E shall indemnify Agency against any loss and damage which shall be caused by any negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Agency's comparative negligence or willful misconduct.

7. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of PG&E's Easement or the priority thereof over the title of Agency in said new location. Both Agency and PG&E shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for

compensation or damages which PG&E or Agency may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either Agency or PG&E in such a manner as to cause an unreasonable interference with the use of said new location by the other party.

8. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

The parties have caused this Agreement to be executed by their respective duly authorized officials.

PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation

By _____
Roger Leatherman
Supervisor, Land Rights

CITY OF MARINA, a municipal corporation

By _____

Name _____

Its _____

I hereby certify that a resolution was adopted
on the ____ day of _____, 20____, by the

authorizing the foregoing Joint Use
Agreement.

By _____

Attach to LD: 2214-02-10065
Area, Region or Location: Area 3
Land Service Office: Salinas
Line of Business: Electric Distribution (43)
Business Doc Type: Agreements
MTRSQ: 22.15.01.01.44, 22.14.01.36.33
FERC License Number: N/A
PG&E Drawing Number: Exhibit "A"
Plat No.: H0508(E)
LD of Affected Documents: 2214-01-10011, 2214-02-0474
LD of Cross Referenced Documents: 2214-01-10011, 2214-02-0474
Type of interest: Joint Use Agreements (11J)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 35436586
JCN: N/AA
County: Monterey
Utility Notice Number: N/A
851 Approval Application No: N/A; Decision: N/A
Prepared By: GEF5
Checked By:
Approved By: N/A
Revised by: N/A

10' WIDE AREA OF JOINT USE WITHIN CITY
RIGHT-OF-WAY LYING 5' ON EACH SIDE OF
RELOCATED OVERHEAD ELECTRIC FACILITIES

EXISTING
POLE TO
REMAIN

* PER 23-SUR-91, 23-SUR-92,
28-SUR-59, 23-CT-29, & 24-CT-65

CALIFORNIA AVENUE *

PARCEL 1 REMAINDER
24-CT-62

OVERHEAD ELECTRIC
AND EASEMENT TO BE
RELOCATED

NEW POLE ON
EXISTING OVERHEAD
ELECTRIC LINE

EXCEPTION TO PARCEL 1
23-CT-29

OVERHEAD
ELECTRIC AND
EASEMENT TO BE
RELOCATED

EXISTING OVERHEAD
ELECTRIC LINE IN CITY
RIGHT-OF-WAY TO REMAIN

PHASE 5A TRACT 1540
24-CT-62

** PER 20-SUR-91,
28-SUR-59, & 23-CT-29

IMJIN PARKWAY **

UTILITY LOCATIONS & AREAS SHOWN ARE APPROXIMATE

LEGEND



AREA OF JOINT USE WITHIN CITY RIGHT-OF-WAY



EXISTING OVERHEAD LINE IN CITY RIGHT-OF-WAY TO REMAIN



EXISTING PG&E EASEMENT EDGE BEING RELOCATED



PHASE 5B PROJECT BOUNDARY



SCALE: 1/16" = 1'-0"



EXHIBIT "A"

JOINT USE AREAS

SEA HAVEN MARINA HEIGHTS - PHASE 5B

CITY OF MARINA, COUNTY OF MONTEREY, CALIFORNIA

8/20/2025



Whitson
ENGINEERS

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

RECOMMENDATION 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 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 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. 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 the other Dunes phases, Shea Homes will be taking over the 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. 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.

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 8TH STREET AND THE LINEAR PARK AS SHOWN ON THE PHASE 1B
AND PHASE 2 WEST FINAL MAPS, 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. 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, Shea Homes (“Developer”) has expressed to the City interest in 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. 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, and;

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 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 21st day of October 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

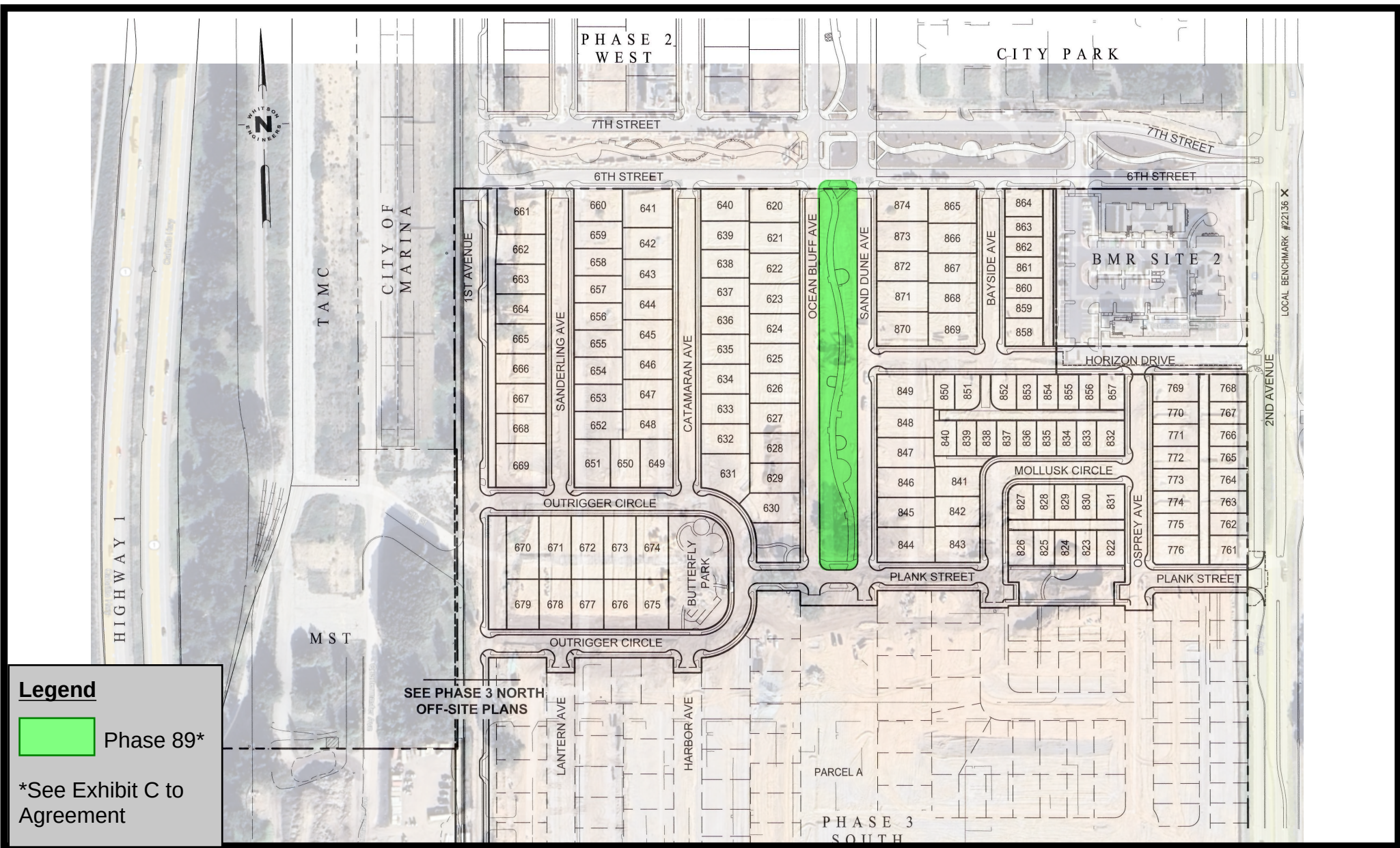
ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk



Legend

Phase 89*

*See Exhibit C to Agreement



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
 4

SCALE: NONE

NO FEE DOCUMENT

Government Code §6103
RECORDING 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 City owned median right of way property 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, 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 ("**Association Transfer Date**"). Owner shall have no further rights or obligations under this Agreement for any matters arising after any Association Transfer Date as to the Private Improvement 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.

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.

EXHIBIT B TO STAFF REPORT

CITY OF MARINA,
a Municipal corporation

By: _____
Name: Layne Long
Its: City Manager

SHEA HOMES LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT B TO STAFF REPORT

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-3N6 and L3N.4 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 TO STAFF REPORT

EXHIBIT “B” Depiction of City Property

(Median Landscaping north of Plank between Ocean Bluff and Sand Dunes)

[Attached Hereto]

DRAFT

EXHIBIT B TO STAFF REPORT

**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.

EXHIBIT B TO STAFF REPORT

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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

October 17, 2025

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

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-,
AUTHORIZING A STANDARD AGREEMENT WITH THE STATE
OFFICE OF ADMINISTRATIVE HEARINGS FOR PROVIDING
ADMINISTRATIVE LAW JUDGES (HEARING OFFICERS) AS
NECESSARY; AUTHORIZING THE CITY MANAGER OR DESIGNEE
TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND
AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY
ACCOUNTING AND BUGETARY ENTRIES.**

REQUEST:

It is requested that the City Council consider adopting Resolution No. 2025-__:

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

BACKGROUND:

Multiple sections of the City’s Municipal Code (“MMC”) require the use of a Hearing Officer to conduct an administrative hearing. *See e.g.* MMC §§ 1.12.090, 5.48.100, 8.04.330, 5.72.110. For example, in an enforcement action, the violator can appeal a citation by requesting a hearing be held by a Hearing Officer. In the past, the City has filled the Hearing Officer position by contracting individuals to serve as Hearing Officers.

OAH is a state agency that contracts with local agencies to provide Hearing Officers for administrative hearings. The standard agreement used by OAH is attached hereto as Exhibit A. Under the terms of the agreement, OAH provides the agency, here, the City, with a Hearing Officer as necessary. The agreement is for a term of five years.

ANALYSIS:

The City currently has a contract with a single Hearing Officer, limiting options in conducting administrative hearings. In a situation where that Hearing Officer has a conflict of interest or is unavailable to conduct a given hearing, the City may be forced to find a replacement and enter another contract on an expedited timeline.

Accordingly, the City Attorney has determined that the City would benefit from entering a standard agreement with OAH. Retaining the services of OAH will ensure that a Hearing Officer is always available and will provide the City with more options. Additionally, it will increase the efficiency of the administrative hearing process by avoiding the need to rush in finding replacement Hearing Officers.

FISCAL IMPACT:

The cost of OAH's services can be found in Exhibit B, attached hereto. The total cost will depend on how often the City uses the services over the term of the agreement.

EXHIBITS:

Exhibit A – Standard Agreement

Exhibit B – Price Book (excerpt)

Respectfully submitted,

Rene Alejandro Ortega
City Attorney
City of Marina

Layne Long
City Manager
City of Marina

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF MARINA AUTHORIZING A STANDARD AGREEMENT WITH THE STATE OFFICE OF ADMINISTRATIVE HEARINGS FOR PROVIDING ADMINISTRATIVE LAW JUDGES (HEARING OFFICERS) AS NECESSARY; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT DOCUMENTS SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUGETARY ENTRIES.

WHEREAS, multiple sections of the City’s Municipal Code (“MMC”) require the use of an administrative law judge (“Hearing Officer”) to conduct an administrative hearing; and

WHEREAS, the State Office of Administrative Hearings (“OAH”) contracts with local agencies to provide Hearing Officers for administrative hearings as necessary; and

WHEREAS, retaining the services of OAH will ensure that a Hearing Officer is always available, will provide the City with more options, and will avoid the need to rush in finding replacement Hearing Officers.

WHEREAS, approval of this agreement is necessary for the City to proceed more efficiently in enforcement actions and other processes involving Hearing Officers;

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

1. Authorize 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.
2. Authorize the City Manager or designee to execute the agreement on behalf of the City subject to final review and approval by the City Attorney.
3. Authorize the Finance Director 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 21st Day of October 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

STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

City of Marina

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2 The term of this

Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount of this Agreement is: \$ 48,000.00

Forty Eight Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Terms and Conditions	1 pages
Exhibit D - Service Revolving Fund (SRF) Directive – Payment By Wire Transfer	2 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR'S NAME

Office of Administrative Hearings

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Bob Varma, Deputy Director and Assistant Chief Administrative Law Judge

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY NAME

City of Marina

BY (Authorized Signature)



DATE SIGNED (Do not type)

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

Layne Long, City Manager

ADDRESS

City of Marina, 211 Hillcrest Avenue, Marina, CA 93933

EXHIBIT A**SCOPE OF WORK**

1. Upon request of the City of Marina
(hereinafter referred to as "Local Agency"), the Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) and case management staff to the Local Agency, for the purpose of managing cases and conducting hearings under Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

2. Project Representatives

The project representatives during the term of this agreement will be:

Office of Administrative Hearings

Susan L. Formaker, Division Chief Presiding Administrative Law Judge

Phone: 213-576-7200

Email: Susan.Formaker@dgs.ca.gov

Local Agency: City of Marina

Name: Layne Long

Title: City Manager

Phone: 831-884-1278

Email: llong@cityofmarina.org

Direct all inquiries regarding this agreement to:

Office of Administrative Hearings

Leon Vang, Contract Analyst

2349 Gateway Oaks Dr. Suite 200

Sacramento, CA 95833

Phone: (279) 227-4024

Email: Leon.Vang@dgs.ca.gov

Local Agency: City of Marina

Attention: Layne Long

Address: City Manager

Phone: 831-884-1278

Email: llong@cityofmarina.org

All invoices and billing shall be directed to:

Local Agency: City of Marina

Attention: Layne Long

Address: City Manager

Phone: 831-884-1278

Email: llong@cityofmarina.org

The Project Representative and Agreement and Billing Representative may be changed through written confirmation to the other party. This change shall not require an amendment to this agreement. It may take up to two billing cycles for a change to the Local Agency Billing Contact to be in effect.

3. Services to be Performed:

- a. The Local Agency shall provide OAH a written request to set a matter for hearing or mediation with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing at the time the request for hearing or mediation is made. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided. The Local Agency shall indicate in the request to set a matter for hearing if OAH is to issue a proposed or final decision in the matter. If a proposed decision is required, Local Agency shall provide the name and contact information for the decision-maker who is responsible for making the final decision.

- b. The Local Agency shall electronically file the request to set a matter for hearing and all other required pleadings and papers with OAH using the secure electronic filing system offered by OAH or otherwise in accordance with OAH requirements.
 - c. The Local Agency shall inform OAH if the hearing is to be electronically recorded or if a court reporter is required. If a court reporter is required, the Local Agency shall indicate at the time they request a hearing if they will be providing a court reporter or if OAH should provide one. Unless the Local Agency or OAH determines a court reporter is required by statute, ordinance, or regulation, the hearing will be electronically recorded by OAH.
 - d. OAH shall perform all case management and hearing services that OAH, in its sole discretion, deems necessary to the proper handling and adjudication of the case.
 - e. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required. Local Agency shall be responsible for the costs of accommodations or interpreters. If OAH incurs costs for providing reasonable accommodations, interpreter or translation services for any matter under this agreement, those costs shall be borne by the Local Agency.
 - f. Record Retention: OAH shall retain all records in accordance with its current record retention schedule. If the Local Agency requests OAH to issue a proposed decision, the exhibits will be returned to the Local Agency Project Representative along with the proposed decision at the conclusion of the matter, and the Local Agency shall be deemed the custodian of the administrative record.
4. Service Location: The services shall be performed at a location convenient for OAH and all parties. The Local Agency shall file a request for mediation or hearing directly with the local OAH office which is handling the matter.
5. Record of the Proceeding:
- a. If a Court Reporter is not used, OAH shall be responsible for electronic recording of all hearings, and shall impose a recording fee not to exceed the amount set by the Department of General Services through the Price Book. The current Price

Book is located at: <https://www.dgs.ca.gov/OFS/Price-Book>. The electronic recording fee shall only be imposed following the actual recording of a proceeding and shall not be included as part of the filing fee or electronic evidence fee.

- b. If OAH provides a Court Reporter, the Local Agency is responsible for all costs associated with the Court Reporter, in accordance with the current contract rates. Current contract rates, including Court Reporter and transcription costs, can be found at: <https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Find-Contract-Information-to-Obtain-OAH-Court-Reporter-Services>.
- c. OAH shall arrange for transcription of hearing recordings upon the request of any party to the proceeding or the Local Agency Project Representative and upon receipt of payment for transcription costs. OAH may use a vendor for transcription services.
- d. OAH will charge a requesting party the actual cost of preparing the administrative record. If the requesting party has been declared in forma pauperis, or has received a waiver of court fees from a court of competent jurisdiction in a case arising out of the OAH matter, and is seeking judicial review of the case before OAH, the Local Agency shall pay the full costs for preparing the administrative record and/or transcript. OAH will notify the Local Agency of the associated costs prior to preparing such records.
- e. OAH will not include within its administrative record any records or hearing exhibits the custody of which has been transferred to the Local Agency. OAH may prepare a clerk's record upon request and payment of associated fees in these circumstances.

6. Rates

- a. In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the full cost of rendering such services at the rate established at the time the services are rendered. The Local Agency is responsible for the filing fee for each case filed, an electronic evidence fee for

each case filed, ALJ (including Presiding Administrative Law Judge, and Division Chief Administrative Law Judge) time billed at an hourly rate, an electronic recording fee if the proceedings are electronically recorded, the cost of all accommodation or interpreter services requested, and the full cost of any preparation of the clerk's record or transcript at the current contract rates.

- b. In the event a calendared case is taken off-calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for work on another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off-calendar, settled, re-calendared or continued.
 - c. The costs of OAH's services include filing fees, ALJ hourly rates, electronic evidence fees, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the requesting party or the Local Agency in accordance with Section 5 above. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for electronic evidence will be the current contract rates at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. The current contract rates for these services can be found on OAH's website.
 - d. The Local Agency agrees to be responsible for the full costs of any service provided by OAH on a Local Agency case, regardless of any agreement the Local Agency may have with a third party or any other cost-sharing provision.
7. The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract. This

contract may only be amended for term and amount upon mutual agreement of the parties.

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. The Office of Administrative Hearings is a reimbursable entity as detailed in Government Code section 11370.4. Notwithstanding any other provision of law, the total cost of services provided by the OAH shall be collected from the Local Agency entering into this agreement.
2. Parties shall keep apprised of the balance of this agreement at all times. Local Agency agrees to notify OAH when the expended amount is close to exhausting the funds in this agreement.
3. For services rendered in accordance with the Scope of Work, the Local Agency shall compensate the OAH for the full cost of services and actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges shall include the following: filing fees, electronic evidence fees, electronic recording fees, Administrative Law Judge hourly charges, and translator/interpreter fees as required. Additionally, all costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency.
4. Invoices shall be paid promptly and delays in payment may result in OAH's discontinuation of services.
5. ALJ hourly rates, electronic recording fees and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Rates for electronic evidence will be the current contract rates at the time the services are rendered. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct

these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at <https://www.dgs.ca.gov/OFS/Price-Book>

6. OAH shall be paid not more frequently than monthly, in arrears, upon issuance of an invoice by the Department of General Services which details charges, expenses, direct and indirect costs.
7. Payment may be completed by check or through direct transfer, in accordance with Service Revolving Fund Directive, SRF #1025, attached hereto as Exhibit D. For questions about establishing a wire transfer process with OAH/DGS, the Local Agency shall contact DGS at SRFFISCALSERVICES@dgs.ca.gov or the OAH Project Representative.

EXHIBIT C**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties.
2. **AMENDMENT:** Except as noted in Exhibit A, Paragraph 2, no amendment or variation of the terms of this Agreement shall be valid, unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **CANCELLATION/TERMINATION:**
 - A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
 - B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
 - C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
4. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
5. **SETTLEMENT OF DISPUTES:** In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH may meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

EXHIBIT DService Revolving Fund (SRF) Directive – Payment By Wire Transfer**SERVICE REVOLVING FUND (SRF) DIRECTIVE**

Number: SRF # 1025	Subject: PAYMENT BY WIRE TRANSFER	Date Issued: REV 10/2018
References: SAM Section <u>8091</u>		

PURPOSE

To outline the process for a private company to set up wire transfer documents with their banking institution in making payments to the State of California, Department of General Services (DGS).

PROCEDURES

The following instructions are for the private company and their banking institution, the DGS Office contact person, and the DGS SRF Receivables Analyst in requesting and processing wire transfers:

A. APPROVAL REQUESTED TO TRANSFER FUNDS INTO DGS ACCOUNT

Either the private company or the DGS Office is to contact SRF Receivable Analyst by E-mail at SRFFISCALSERVICES@dgs.ca.gov to obtain **approval to wire transfer funds into the DGS Account**. The following information is needed along with any pertinent data that would help identify the nature of the payment:

1. Company Name
2. Company Representative (name, phone, e-mail and fax number)
3. DGS Office contact person name
4. Escrow Account Number
5. Reason for payment
6. Amount

If you have any questions regarding the wire transfer process, please contact SRF Receivables Analyst by E-mailing to SRFFISCALSERVICES@dgs.ca.gov or by phone at 916-376-5182.

B. WIRE TRANSFER PROCESS

1) PRIVATE COMPANY & BANKING INSTITUTION

Provide your banking institution with the following information to set up wire transfer payments to DGS (banking customer is responsible for the payment of any processing fee):

ABA Routing Number: 026009593

Account Number: 14360-80784

Department of General Services

OFS - SRF Fiscal Services

707 Third Street, 10th Floor

West Sacramento, CA 95605

2) DGS OFFICE CONTACT PERSON

Provide DGS OFS 2028 Report of Check/Cash Collection to the SRF Receivable Analyst as soon as you know that a wire transfer payment is in process. This will ensure the money is recorded properly in the Financial Information System for California (FI\$Cal) Accounts Receivable Module.

3) DGS SRF RECEIVABLES ANALYST

Once the wire transfer has been made, SRF Receivable Analyst will run the State Treasury Bank of America Report and apply the transfer using the Report of Check/Cash Collection or the E-mail from the private company or the DGS Office to record the transfer of funds in FI\$Cal.



Clifford L. Allenby Building



PRICE BOOK

2025-2026

Table of Contents

<i>Table of Contents.....</i>	<i>2</i>
<i>Purpose of DGS.....</i>	<i>3</i>
<i>DGS Rates</i>	<i>4</i>
<i>Division of the State Architect</i>	<i>5</i>
<i>Facilities Management Division</i>	<i>9</i>
<i>Office of Administrative Hearings</i>	<i>17</i>
<i>Office of Fleet Asset Management.....</i>	<i>19</i>
<i>Office of Legal Services</i>	<i>23</i>
<i>Office of Risk and Insurance Management</i>	<i>25</i>
<i>Office of State Publishing.....</i>	<i>28</i>
<i>Office of Sustainability.....</i>	<i>33</i>
<i>Procurement Division</i>	<i>35</i>
<i>Real Estate Services Division.....</i>	<i>38</i>
<i>Asset Management Branch.....</i>	<i>38</i>
<i>Construction Inspection and Management Branch</i>	<i>40</i>
<i>Project Management and Development Branch</i>	<i>41</i>

Purpose of DGS

The Department of General Services (DGS) serves as the business manager for the State of California. With more than 4,500 employees and an operating budget of \$1.4 billion, DGS serves the public by providing a variety of services to state agencies, local government, and other clients through innovative procurement and acquisition solutions, creative real estate management and design, environmentally friendly transportation, and through the implementation and enforcement of regulations and rules for the construction of safe schools and buildings throughout the state.

Mission

To deliver results by providing timely, cost-effective services and products that support our customers while protecting the interests of the State of California.

Vision

Excellence in the business of government. We strive to achieve excellence by providing our customers with the products and services they need in a professional manner that adds value.

Values

We have a set of core values that provide an important foundation for how we conduct ourselves and our business. These values are:

- **Integrity:** We do the right things for the right reasons.
- **Accountability:** We hold ourselves and each other responsible for all that we do.
- **Communication:** We listen and share information openly, honestly, and respectfully, with the goal of mutual understanding and transparency.
- **Excellence:** We strive for the best for each other and our customers.
- **Innovation:** We cultivate ideas and implement improvements throughout our organization.
- **Teamwork:** We value and respect our organizational diversity and work together to achieve great results.

DGS Rates

Every spring, the DGS Budget and Planning Section coordinates with each DGS program to develop a cost recovery plan for the upcoming two fiscal years (FY). This effort begins with each program's baseline budget and the following cost recovery adjustments:

- Personal Services Budget Letters
- Pro Rata Adjustments
- Planned Position Realignments
- Budget Change Proposals
- Distributed Administration Adjustments
- Planned Vacancies

Guiding Principles

The primary purpose of the rate setting process is to recover the full costs of providing goods or services pursuant to the State Administrative Manual (SAM) section 9210 (revised and renumbered from 8752 on 01/2022) and Government Code (GC) sections 11010 and 11270. DGS has established guiding principles to achieve full cost recovery while minimizing large fluctuations. Those principles are:

1. Limit rate increases to three to five percent per year unless an event or situation dictates otherwise.
2. Align rates to ensure consistency with the Governor's vision for California to incentivize specific statewide efforts such as clean energy, water conservation, green building, and other priority initiatives.
3. Each program should be self-sufficient.

Rate Setting Methodology: Billable Hours

Each DGS office is viewed as a separate entity. There are 11 major program areas consisting of over 200 individual rates. Once an accurate cost-to-recover is determined for each program, the program's staff then analyze the amount of workload anticipated for the next two fiscal years. This is done by calculating the level of work anticipated for the next two fiscal years and projecting changes to the estimated service levels or outputs (billable hours, projected statewide spend, square footage, contracts, etc.).

Each program produces multiple deliverables that include output justification packages describing each rate or service, the calculation of the projected outputs, and billable hours worksheets (if applicable). For hourly rates, the program determines the number of billable positions needed to produce the projected outputs, which are measured as billable hours and included in the costs to recover. The DGS rates are set at a level that will generate enough revenue to cover the costs of providing the service.

Office of Administrative Hearings

The Office of Administrative Hearings (OAH) is a quasi-judicial tribunal that hears administrative disputes. Established by the California Legislature in 1945, OAH provides independent Administrative Law Judges (ALJs) to preside as neutral judicial officers at hearings, mediations, arbitrations, and settlement conferences. OAH consists of three divisions, Administration, General Jurisdiction and Special Education, and has five regional offices in Sacramento, Oakland, Los Angeles (two offices), and San Diego. The General Jurisdiction Division conducts hearings, mediations, and settlement conferences for more than 2,500 state and local agencies. The Special Education Division conducts special education due process hearings and mediations involving school districts and parents of children with special education needs throughout the state.

Although OAH is housed within the Department of General Services for administrative purposes, it is an independent state entity under the direction and control of the Director of OAH, who is appointed by the Governor, and subject to confirmation by the Senate. OAH ALJs are highly trained legal professionals with experience in deciding cases involving complex issues. All OAH ALJs are appointed by the Director of OAH, and act independently from the agencies appearing before them in hearings, mediations, and all other administrative matters. OAH offers a wealth of experience, qualified ALJs, professional calendar staff, and the flexibility to mediate, arbitrate, or adjudicate administrative disputes at a cost substantially less than that charged by other providers. OAH assures that all parties receive a neutral and fair “day in court” while ensuring due process and respect for the dignity of all.

For state agencies whose proceedings are subject to the Administrative Procedure Act (APA) (Gov. Code § 11370, et seq.), an interagency agreement is not required. Once an agency is established with OAH, OAH will direct-bill the state agency using the agency’s bill code. For state agencies and local agencies not subject to the APA, an interagency or local agency agreement is required before a case may be filed with OAH.

OAH’s General Jurisdiction Division’s (GJ) rate structure has been in place for well over 20 years. There are a few GJ programs whose rates are contractually negotiated, and their costs are accounted for when developing the proposed hourly rate. Additionally, in 2004, OAH contracted with the California Department of Education (CDE) and OAH’s Special Education Division (SE) was formed resulting in separate rates for each division. The SE rate is determined through negotiations with CDE.

Material Changes to OAH Rates Assumptions

Given the state's current economic climate, marked by revenue volatility and increased pressure on state resources, OAH will maintain rates at the FY 2024–25 levels and will not implement increases in FY 2025–26 or FY 2026–27 at this time. This decision aligns with statewide efforts to control expenditure and support client departments in managing their limited budgets during this period of fiscal constraint.

OAH Rates

OFFICE OF ADMINISTRATIVE HEARING RATES			
DESCRIPTION	UNIT	CY 2025-26	BY 2026-27
Administration Law Judge (General Jurisdiction)	Per hour	\$395.00	\$395.00
In-Person Filing Fee (General Jurisdiction)	Per case	\$150.00	\$150.00
Virtual Filing Fee (General Jurisdiction)	Per case	\$100.00	\$100.00
Electronic Evidence Fee	Per case	Contract Rate	Contract Rate
Electronic Recording Fee	Per hearing/per calendar day	\$30.00	\$30.00
Hearing Reporter		Contract Rate	Contract Rate
Transcript Rate		Contract Rate	Contract Rate
Interpreter		Contract Rate	Contract Rate

For additional information, please contact OAH at (916) 263-0550 or visit our website at:

<https://www.dgs.ca.gov/OAH>

Honorable Mayor and Members
of the Marina City Council

City Council Meeting of
October 21, 2025

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-
ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF MARINA AND THE UTILITY WORKERS
UNION OF AMERICA, LOCAL 614, AFL-CIO AND THE MARINA FIRE
FIGHTERS ASSOCIATION (MPFFA), AUTHORIZING THE CITY
MANAGER TO EXECUTE THE MOUG, AND AMENDING THE CITY
SALARY SCHEDULE FOR FISCAL YEARS 25/26 AND 26/27.**

RECOMMENDATION It is recommended that the City Council approve Resolution No. 2025-
, approve the following:

1. Adopting an MOU between the City and the Utility Workers Union of American (UWUA) Labor Group (**EXHIBIT A**) and the Marina Professional Fire Fighters Association (MPFFA) (**EXHIBIT B**); and
2. Authorizing the City Manager to execute the MOUs; and
3. Amending the City salary schedule for Fiscal Years 2025-26 and 2026-27 (**EXHIBIT C**); and
4. Authorizing Finance Director to make appropriate accounting and budgetary entries.

BACKGROUND:

California Government Code Section 3500, et seq., (Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours and other terms and conditions of employment. The City's general pattern of negotiations has been to consider both competitive market considerations and appropriate cost of living adjustments. City Management and the representatives of the Utility Workers of America, Local 614, AFL-CIO (UWUA) began negotiations earlier this year regarding terms of new Memorandum of Understanding (MOU), as the previous terms for the above-listed employee groups were set to expire on June 30, 2025. The final MOU is now before the City Council for approval.

ANALYSIS:

The policy goals communicated to the negotiating team by the City Council for this negotiation included considerations of the job market and increased cost of living. This agreement is intended to enhance employee retention and provide competitive salaries. The proposed salary and benefit adjustments are based on comparing salary data with comparable cities, similar in size, demographics, and services to the public.

The proposed MOU reflects the agreements reached with the employee group. The MOU presented for City Council approval has been approved by the UWUA and MPFFA memberships. City staff was able to reach agreement with the above-listed employee group for a two-year term. Agreements set for two-year terms are advantageous, as they promote stability within the organization and enable the City to more accurately forecast salary expenditures over the next two years. The MOU will be effective as of July 1, 2025, through June 30, 2027.

Summary of major changes to terms and conditions of the MOU are as follows:

1. Term – July 1, 2025 – June 30, 2027
2. Salary - UWUA: 3.5% increase effective the first pay period after July 1, 2025.
- 3.5% increase effective the first pay period after July 1, 2026.

MPFFA: 4% increase effective the first pay period after July 1, 2025.

4% increase effective the first pay period after July 1, 2026

3. UWUA - Increase to Safety Boot Allowance and Prescription Safety Glasses Allowance, and an additional designated bilingual individual.
4. MPFFA – Include PERS Platinum in the employer contribution of 75% of the lowest cost premium structure.

FISCAL IMPACT:

The fiscal impact of the proposed increases to both the Utility Workers Union of America (UWUA) and Marina Professional Fire Fighters Association (MPFFA) presented to Council are approximately \$262,000 for FY 25-26 and approximately \$275,000 for FY 26-27. For a total of \$537,000 over the term of the two-year agreements.

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

Respectfully submitted,

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

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA ADOPTING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MARINA AND THE UTILITY WORKERS UNION OF AMERICA, LOCAL 614, AFL-CIO (UWUA) LABOR GROUP AND THE MARINA PROFESSIONAL FIRE FIGHTERS ASSOCIATION (MPFFA), AUTHORIZING THE CITY MANAGER TO EXECUTE THE MOU, AND AN AMENDMENT TO THE CITY SALARY SCHEDULE FOR FISCAL YEARS 25/26 AND 26/27.

WHEREAS, the existing Memorandum of Understandings between the City of Marina and the Utility Workers Union of America (UWUA) and the Marina Professional Fire Fighters Association (MPFFA) expired on June 30, 2025; and

WHEREAS, the City of Marina met and conferred in good faith with the UWUA and the MPFFA and have reached tentative agreements to approve a new Memorandum of Understanding; and

WHEREAS, the term of the new Memorandum of Understanding will expire on June 30, 2027, and;

WHEREAS, the estimated cost of all salary and benefit adjustments in the MOU for the UWUA and the MPFFA, is approximately \$262,000 for FY 25-26 and approximately \$275,000 for FY 26-27. For a total of \$537,000 over the term of the two-year agreements; and

WHEREAS, the cost of the proposed salary and benefit adjustments can be funded from on-going revenues in the current FY 2025-2027 and FY 2026-2027 budget.

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

1. Adopt a new a Memorandum of Understanding (MOU) between the City of Marina and the Utility Workers Union of America (UWUA) and the Marina Professional Firefighters Association (MPFFA); and
2. Authorize the City Manager to execute the MOU; and
3. Amend the City salary schedule for Fiscal Years 2025-26 and 2026-27; and
4. 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 21st day of October 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Bruce Delgado, Mayor

Anita Sharp, Deputy City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MARINA
AND
THE UTILITY WORKERS UNION OF AMERICA, LOCAL 614, AFL-CIO**

July 1, 2025 - June 30, 2027

ARTICLE I: PREAMBLE

WHEREAS, the Utility Workers Union of America, Local 614, AFL-CIO (UWUA or Union) is the recognized exclusive bargaining representative for the classifications listed in Appendix A; and

WHEREAS, pursuant to the provisions of the "Meyers-Milias-Brown Act," Section 3500, *et seq.*, of the California Government Code, the City of Marina and the Union have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment.

NOW, THEREFORE, the parties agree as follows:

ARTICLE II: SALARY

1. Year 1

Effective the first full pay period after July 1, 2025, all classifications shall receive a three and half percent (3.5%) increase to base salary.

2. Year 2

Effective the first full pay period after July 1, 2026, all classifications shall receive a three and half percent (3.5%) increase to base salary.

ARTICLE III: HEALTH BENEFITS

The City shall maintain a Section 125 Flexible Benefits Plan (also referred to as a cafeteria plan), pursuant to Section 125 of the Internal Revenue Code, for the purpose of providing employees with access to various health benefits. Because there may be changes to carriers and plans, the City shall not be required to provide specific insurance coverage and shall only be required to provide members with those benefits described in this section.

1. City's Employer Contribution for PERS Health Plan Benefits.

The amount required by Government Code section 22982 and the Public Employees' Medical and Hospital Care Act ("PEMHCA") shall be the City's Employer Contribution for PERS Health plan benefits on behalf of each eligible active employee and each eligible retiree. This contribution is required only to the extent mandated by law and only as long as the City participates in the PEMHCA health plan.

2. City's Health Flex Contribution for Section 125 Flexible Benefits Plan

Beginning January 1, 2024, the City shall pay an employer health flex contribution on behalf of each eligible active employee for medical insurance benefits under the City's Section 125 Flexible Benefits Plan equal to seventy five percent (75%) of the lowest cost medical plan offered by the City. The health flex contribution may only be used for medical insurance benefits and cannot be cashed out. Members may choose whichever PERS Health plan they desire and are eligible for. Such an election shall not change the City's Employer Contribution for PERS Health plan benefits or the Fringe Benefit Allowance of \$541 per month.

3. Fringe Benefit Allowance

- a. The City shall provide an allowance of \$541 per month ("Fringe Benefit Allowance") to each member
- b. This Fringe Benefit Allowance must be first applied towards any payment of monthly premiums for the CalPERS Health plan for members and their enrolled spouses, domestic partners, and dependents.
- c. After the Fringe Benefit Allowance is applied towards any payment of monthly premiums for the PERS Health plan, any remaining portion of the Fringe Benefit Allowance can be used by an employee to offset the cost of participation in City-sponsored benefits that are available through the Flexible Benefits Plan, such as dental insurance, vision insurance, term life insurance, long-term disability insurance, Health Flexible Spending Account, and Dependent Care Flexible Spending . Employees shall be responsible for paying any difference between the costs of their selected benefits and the Fringe Benefit Allowance provided by the City.
- d. If the Fringe Benefit Allowance is in excess of the cost of all selected benefits, the employee may take the difference in cash, which will be paid out proportionally across 26 pay periods. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.
- e. A member may decline City-offered health plan coverage and participation in other Flexible Benefits Plan benefits for the member and/or a member's family.
- f. A member who has declined City-offered health plan coverage and participation in other Flexible Benefits Plan benefits will receive cash in lieu in the amount of the Fringe Benefit Allowance if the member provides reasonable evidence of alternative minimum essential health coverage for themselves and their Tax Family (as defined below) that satisfies the eligible opt out arrangement conditions described below.

The eligible opt out arrangement conditions that must be satisfied in order for a member to receive compensation for opting out of City-sponsored health plan coverage are as follows:

- i. The member and the member's Tax Family must have (or will have) minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California);
- ii. A Tax Family means all individuals for whom the member reasonably expects to claim a personal exemption deduction for the

taxable year(s) that cover the member's plan year for which the eligible opt out arrangement applies;

- iii. The member must provide reasonable evidence of the alternative minimum essential coverage for the member and their Tax Family for applicable period. Reasonable evidence may include an attestation by the member;
- iv. The member must provide the evidence/attestation every plan year;
- v. The member must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g., open enrollment). The evidence/attestation may also be provided within a reasonable time after the plan year starts; and
- vi. The compensation for opting out cannot be made if the City knows or has reason to know that the member or the member's Tax Family member does not have alternative minimum essential coverage.

g. **Long Term Disability Plan.** The City shall maintain a Long-Term Disability Plan. The City shall pay the premium of the Plan.

h. **Dental Cap.** The City shall maintain the dental benefit cap at \$2,000.

i. **Health Flexible Spending Account and Dependent Care Flexible Spending Account.** The City will provide a Health Flexible Spending Account. A member may contribute up to the maximum contribution amount of \$3,400.00 annually (\$283.00 per month). The City will provide Dependent Care Flexible Spending Account. A member may contribute up to the maximum contribution amount of \$7,500.00 annually (\$625.00 per month) (or \$3,750 if a member is married and filing separately). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the Plan.

j. **Dental Insurance Plan.** The City shall contribute the following amounts per month toward the member's Dental insurance plan:

Employee only:	\$9.67
Employee +one:	\$24.00
Employee + family:	\$29.00

k. **Vision Insurance.** The City shall pay member premium costs for the City's Vision Plan, up to \$25.00 per month.

l. **Life Insurance.** City will provide on behalf of each member, \$50,000 life insurance coverage paid by the City.

m. Any difference between the monthly premium due to coverage change and the Fringe Benefit Allowance shall be the responsibility of the member.

ARTICLE IV: CALPERS RETIRMENT BENEFITS

1. Retirement Plans:

- a. Tier 1 - CalPERS 2% @ 55 plan will be provided to all miscellaneous member employees hired prior to December 31, 2012 without a break in service of more than six months, are considered "Classic Members,"
- b. Tier 2 - CalPERS 2% @ 62 plan will be provided to all miscellaneous members hired on or after January 1, 2013 are considered "new members" as defined under the Public Employees' Pension Reform Act (PEPRA).

2. Contribution:

- a. Tier 1 and Tier 2 miscellaneous bargaining unit members will pay the full member contribution rate required by CalPERS.

3. Survivor Benefits:

The City will provide 1959 Survivors Benefit Level Four for the Association. The employee cost will be \$2 per month.

ARTICLE V: HOLIDAYS, VACATION, LEAVES

1. Holidays.

The City recognizes the following holidays:

- Martin Luther King Jr. Birthday (3rd Monday of January)
- Presidents Day (3rd Monday of February)
- Memorial Day (Last Monday of May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday of September)
- Veterans Day (November 11)
- Thanksgiving Day and the next day (4th Thursday and next Friday of November)
- Winter Break (December 24 — January 1)

When one of the above designated holidays falls on a weekend, then the weekday nearest that day will be considered as that holiday.

2. Sick Leave.

All members of the Union shall accrue Sick Leave at the rate of 3.69 hours (12 days per year) per pay period. A maximum of 1,440 hours may be accumulated.

At retirement, 35% of the hours accumulated, to a maximum of 504 hours, will be paid to the employee.

3. Vacation Leave.

- a. Employees entitled to vacation leave with pay shall accrue such leave on years of continuous service at the following rates:

First through fifth year of service: Ten (10) working days.

Sixth through tenth year of service: Fifteen (15) working days per year.

Eleventh through fifteenth year of service: Seventeen and one-half (17.5) working days per year.

Sixteenth year of service and beyond: Twenty (20) working days per year.

- b. Members may accrue vacation leave up to the following maximum leave balance based upon years of service as follows:
 - i) 0 to 9 years – 200 hours
 - ii) 10 or more years – 300 hours
- c. Other than the modifications contained herein, the vacation leave shall be implemented consistent with the City's Personnel Rules.
- d. Vacation may be used in not less than four (4) hour increments.

4. Catastrophic Leave.

Catastrophic Leave provides that employees who have suffered major non-job related physical or mental disability to themselves or a direct family member, as defined herein, and has exhausted or is about to exhaust all accrued leaves, shall be entitled to receive accrued vacation, administrative, sick and/or compensatory leave time earned by another employee to augment a portion or portions of the employee's sick leave, on behalf of the employee, employee's spouse, child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. Both the donor and the recipient must be non-probationary, regular, full-time employees.

Catastrophic Leave requests shall conform to the following criteria:

- a. Requests for donation of accrued vacation, administrative, sick and/or compensatory leave time shall be processed in accordance with procedures specified by the City Manager.
- b. All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation, sick, and/or compensatory leave time totals at the time of the request.
- c. The minimum donation shall be eight (8) hours and thereafter, in whole hour increments.
- d. Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the donor as sick leave.
- e. Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve (12) month period.

5. Bereavement Leave.

Regular and probationary employees are entitled to bereavement leave due to the death of a family member as follows:

- a. For purposes of this Section, “family member” means an employee’s spouse/registered domestic partner, child (of either spouse/registered domestic partner), parent (of either spouse/registered domestic partner and including stepparent), sibling (including sibling-in-law), grandparent (of either spouse/registered domestic partner), and grandchild (of either spouse/registered domestic partner).
- b. For the death of a family member within the state, bereavement leave shall be limited to three (3) paid working days (or shifts) and two (2) unpaid working days (or shifts), except that an employee may use vacation, sick, or compensatory time off that is otherwise available to the employee to substitute for unpaid time. For the death of a family member out of state, bereavement leave shall be limited to five (5) paid working days (or shifts).
- c. Days of bereavement leave need not be consecutive but shall be completed within three months of the date of death of the family member.
- d. If requested by the City, the employee, within thirty (30) days of the first day of leave, shall provide documentation of the death of the family member. As used in this section, “documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

ARTICLE VI: MISCELLANEOUS OTHER PROVISIONS

1. Overtime Pay & Compensatory Time Off.

The City shall pay employees one and one-half times their regular rate of pay for authorized time worked in excess of an employee’s regularly scheduled work shift and/or forty (40) hours per workweek.

Employees who work overtime may elect overtime compensation in the form of cash or banked time off (CTO). CTO shall accumulate at a rate of 1.5 hours for every overtime hour worked. Employees are encouraged to use CTO for time off purposes. All of an employee’s accumulated CTO hours shall be cashed out at separation. There shall be no cash out of CTO during employment.

Effective January 1, 2024, employees may accrue up to 120 hours of CTO. The City cashed out all employees accumulated CTO hours in excess of one hundred (120) in the first full pay period after January 1, 2024.

An employee at his or her CTO cap shall be paid overtime compensation in cash and shall not accrue CTO until his or her accrual level falls below the maximum.

2. Longevity Compensation

- a. After nine (9) years of accumulated service with the City, an employee shall receive an additional five percent (5%) of base salary.
- b. At fifteen (15) years of accumulated service, including those who have reached said time on the effective date of this MOU, each employee shall receive a one-time payment of \$250.00.
- c. The parties agree that to the extent permitted by law, the City shall report this pay to CalPERS as special compensation under 2 CCR, Section 571(a)(1) and 571.1(b)(1) as Longevity Pay.

3. Uniform and Tool Allowance.

A uniform allowance of \$490.00 shall be provided to Animal Control Officers (Community Services Officers), a tool allowance in the amount of \$275.00 per year shall be paid to the City mechanics and a uniform allowance of \$392.00 per year shall be paid to Department of Public Safety uniformed clerical personnel.

The parties agree that for "classic members" (as defined by CalPERS), uniform allowance is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2. CCR, Section 571(a)(5) as uniform allowance. The parties agree it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

Pursuant to CalPERS regulations, tool allowance is non-PERSable compensation.

4. Safety Boot Allowance.

Members in this unit who are required by the City to wear safety boots are eligible to receive once a fiscal year a boot reimbursement up to \$250 based upon submitted receipts. Employees must submit receipts to the Personnel Officer or designee that indicate the boots are purchased for safety on the job. The Personnel Officer or designee shall forward the employee's request for reimbursement to Finance within thirty (30) days of it being submitted. The employee will be reimbursed within thirty (30) days from the date Finance received the reimbursement request from the Personnel Officer or designee.

5. Prescription Safety Glasses

If an employee's department head determines there is a need for an employee to use safety glasses as part of his/her job, the employee may be reimbursed up to \$225 per fiscal year for the purchase of prescription safety glasses. Employees must submit receipts to the Personnel Officer or designee that indicate the prescription safety glasses are purchased for safety on the job. The Personnel Officer or designee shall forward the employee's request for reimbursement to Finance within thirty (30) days of it being submitted. The employee will be reimbursed within thirty (30) days from the date Finance received the reimbursement request from the Personnel Officer or designee.

6. Public Works Re-Certifications

The City shall reimburse Public Works employees for the cost of attending courses or taking examinations necessary to maintain existing certifications that are directly job related. To be eligible for reimbursement, the employee must obtain prior approval from the Personnel Officer or designee. Time spent in such required courses or examinations is compensable time.

7. Severance Pay.

In addition to any amounts due for unused vacation and compensatory time, a member who is separated from City service because of layoff or reduction in force shall receive as severance pay compensation equal to one (1) month's salary at the rate then in effect for that member.

8. Call-Back.

Any member called back after normal working hours to perform service for the City shall be paid for a minimum of three (3) hours at the overtime rate, one and one-half hour's pay for each hour.

9. On-Call Pay.

Members in this unit who are assigned to be on-call during a week shall receive eight (8) hours of straight time pay for the week in which they are on-call in addition to any call-back pay. During the on-call assignment, the employee will need to:

- a. Be available by telephone or cell phone;
- b. Be able to respond to a call-back assignment including refraining from drinking alcohol during the on-call assignment period; and,
- c. Respond to any call-back assignment within 30 minutes of receiving a call.

At times, the Public Works Director or designee may need to assign additional employees to be designated as on-call for specific days beyond those assigned for the weekly assignment. Those assigned on a daily basis shall need to meet all the on-call duty assignment requirements for that day and shall receive one hour of straight pay for each day they are assigned on a daily basis in addition to any call-back pay. In an event an individual serves 7 consecutive days on an on-call basis, they shall receive 8 hours of pay instead of 7 hours of pay for those on-call work days.

For emergency on-call as required by the Director of Public Works or designee (typically storms, flooding and other weather-related incidents), an individual who is assigned to be on-call shall receive two (2) hours of pay for that on-call workday that is not their normal on-call shift.

10. On-Call Vehicle.

Public works employees assigned to be on-call may coordinate with their supervisor to take home a City vehicle and shall maintain a log of their vehicle's usage.

11. Severance.

Should any sentence, paragraph, section or portion of this agreement be determined to be invalid or unenforceable by any subsequent law, regulation or order of a court of competent jurisdiction, then the remainder of this agreement will remain valid and in full force and effect between the parties hereto.

12. Bilingual Pay.

A fifty dollars (\$50) per pay period salary increase shall be granted to up to three (3) employees in the bargaining unit who are fluent in both English and Spanish and acts as the City's interpreter. Eligibility for English-Spanish interpreter's oral test administered by the County of Monterey or other approved agency.

In addition to the three designated bilingual pay individuals in the unit, the position of Police Community Services Officers may be paid bilingual pay if they meet the qualifications and are approved by the City. In addition, a department head may recommend additional employees with bilingual skills to receive bilingual pay if:

- a. The department has a pressing need that is not being met with the current bilingual pay designees; and,
- b. The City Manager concurs with the department head's assessment.

The parties agree that to the extent permitted by law, the City shall report this pay to CalPERS as special compensation under 2 CCR, Section 571(a)(4) and 571.1(b)(3) as Bilingual Premium.

13. Bargaining Duties

The City and the Union will meet and consult when the City adds or removes classifications from the bargaining unit.

14. Paid Release Time

UWUA may select up to four officers. UWUA officers may spend a reasonable amount of paid time on union-related business, such as meeting and conferring, representing UWUA and/or members in grievances, or other matters regarding employer/employee relations. Prior to spending time on union-related business, Officers shall first obtain permission from their immediate supervisor and inform them of the general nature of the business. Permission to use the time for union-related business shall be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the officer shall be, if possible, immediately informed when time may be available.

The City will grant all UWUA members one hour of paid time to attend a union meeting in contract bargaining years. The Human Resources Director or designee shall be notified of in advance of the use of this time and will then send written notice of the meeting to the supervisors of UWUA members. Prior to attending the annual union meeting, each employee shall first obtain permission from their immediate supervisor. Permission shall be granted promptly unless such absence would cause undue interruption of work.

15. Duration of Agreement

This agreement shall continue in full force through and including June 30, 2027.

City of Marina

Utility Workers Union of America,
Local 614, AFL-CIO

Belinda Varela, Director
Human Resources & Risk Management

Michaëlle Mowery, President

(Date)

(Date)

Andrew M. Aller, Esq.
Lead Negotiator

(Date)

Marisa Huntley, Vice President

(Date)

Layne Long, City Manager

(Date)

Darryl Taylor, UWUA
National Representative

(Date)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MARINA AND
THE MARINA PROFESSIONAL FIREFIGHTERS ASSOCIATION**

July 1, 2025 - June 30, 2027

ARTICLE I: PREAMBLE

WHEREAS, Layne Long, the City Manager of the City of Marina, hereinafter referred to as "City," is the designated Employee Relations Officer of the City of Marina; and

WHEREAS, pursuant to the provisions of the "Meyers-Millais-Brown Act" Section 3500, et seq. of the Government Code of the State of California, the City, through its Employee Relations Officer and other designated representatives, and the designated representatives of the Marina Professional Firefighters Association, hereinafter referred to as "Association," have been engaged in a series of meet-and-confer sessions relating to salaries and related matters for the contract term of July 1, 2025 - June 30, 2027.

WHEREAS, the City recognizes the Association as the exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for the City of Marina Firefighter classifications; and

WHEREAS, this Memorandum of Understanding ("MOU") shall be the controlling document for employee wages, salaries, benefits, working conditions and other matters covered by this MOU for this bargaining Association. In case of any conflict between this Memorandum of Understanding and the City Personnel Manual and any department personnel rule's and/or regulations, this Memorandum of Understanding shall control; and

WHEREAS, the regular full-time public safety classifications represented by this Association include Firefighter, Fire Engineer, Fire Captain and other regular full-time fire safety classifications assigned and/or reclassified by the City to this Association.

ARTICLE II: MANAGEMENT RIGHTS

Nothing herein contained shall be construed to restrict any legal or inherent exclusive City rights with respect to matters of general legislative or managerial policy, which include among others, departments, commissions and boards, set standards of service, direct its employees, take disciplinary action, relieve its employees from duty because of lack of work, lack of funds or for other legitimate reasons; maintain the efficiency of governmental operations, determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE III: NON-DISCRIMINATION

Section 1.

The City or the Association shall not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of

membership in, or legitimate activity as required in this Agreement on behalf of the members of this Association, nor will the City encourage membership in another association.

Section 2.

The Association recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the Association without discrimination, interference, restraint, or coercion.

Section 3.

The provisions of this Agreement shall be applied equally to all employees in the Association without discrimination as to age, sex/gender, gender orientation, gender identification, marital status, race, color, creed, medical status, disability, national origin, religion, or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE IV: ADMINISTRATIVE PROCEDURE

Section 1. Payroll Deductions on Behalf of Association

The Association may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by the Association upon written authorization of the employees represented by the Association represented on forms provided therefore by the City Finance Department and Human Resource Department. The providing of such service to the Association by the City shall be in accordance with applicable administrative procedures.

Section 2. Use of Copy Machine

The Association shall have access to the City's copy machine for reproducing Association material. Copies may be obtained through the City's designated representative, who will make the copies and retain a record for billing purposes. The City shall charge (\$0.20) twenty cents per copy, to be billed to the Association.

ARTICLE V: COMPENSATION AND BENEFITS

Section 1. Wages

All unit classifications shall be paid the rates reflected on the July 1, 2025, Salary Table contained in Exhibit "A". The published rates on the July 1, 2025, Table include the increase listed in Section A below.

- A. Effective the first full pay period after July 1, 2025, all unit classifications will receive a salary increase of 4%.

Effective the first full pay period after July 1, 2026, all unit classifications will receive a salary increase of 4%.

Section 2. Medical, Dental, Vision, Life, Flexible Benefit Plan & Retirement

City shall provide an allowance of \$541 per month to each member for medical insurance and voluntary programs such as Dental insurance, Vision insurance, Term Life Insurance, Medical

Expense Reimbursement Account and Dependent Care Reimbursement account. At the members election, the cost of these benefits may be paid from any portion of the allowance described above or an offset to the members salary, if the combined cost of the benefits exceeds the allowance. If the allowance is in excess of the cost of all benefits, the difference may be taken in cash. Any amounts taken in cash will be paid out in a bi-monthly payment. It is expressly understood that any future limit on the amount of cash and deferred compensation shall be subject to the meet-and-confer process.

MEDICAL:

- A. The city will continue to pay 75% of the low-cost plan offered; or a fixed premium contribution towards PERS Platinum of \$571 for a single employee, \$1,142 for an employee + 1 and \$1,484 for an employee +2 or more for Health Plan year 2025.
- B. Effective January 1, 2026, the City will continue to pay 75% of the low-cost plan offered towards all insurance premiums in the City plans including, but not limited to, PERS Platinum. The language from section A above "...or a fixed premium contribution towards PERS Platinum of \$571 for a single employee, \$1,142 for an employee +1 and \$1,484 for an employee +2 or more," shall be removed and no longer applicable
- C. Employees opting out of the City's health plan shall receive \$541 a month in cash. Any excess cash beyond premium payments will continue to be cash back to the employee.

DENTAL:

- A. The City shall pay Dental insurance premium per month as follows:

Dental Plan	Employee Only	Employee + 1	Employee + 2 or more
Premier Access	\$9.67	\$24.00	\$29.00

VISION:

- A. The City shall pay vision insurance premium per month as follows:

Vision Plan	Employee Only	Employee + 1	Employee + 2 or more
Vision Service Plan	\$22.81	\$22.81	\$22.81

LIFE INSURANCE:

- A. City will provide on behalf of each member, \$30,000.00 life insurance coverage at a cost not to exceed \$15.00 per month.

FLEXIBLE SPENDING ACCOUNT:

- A. City will provide a Medical Expense Reimbursement Account into which a member may pay any amount not to exceed \$3,400 annually (\$283.33 per month). A member may also

pay into the Dependent Care Reimbursement Account which member may pay any amount not to exceed \$7,500 annually (\$625 per month). City shall prepare a Flexible Benefit Plan worksheet for distribution to all members, which shall reflect the premiums for each element of the plan.

- B. City shall pay up to \$60.00 per member for the cost of setting up the Flexible Benefit Plan
- C. City shall pay up to \$6.00 per member per month for the administrative fee Flexible Benefit Plan

RETIREMENT:

- A. The City shall provide retirement benefits for each unit classification under the Public Employees' Retirement System (PERS), as follows:
 - 1. Retirement Plans
 - Tier 1 – CalPERS 3% @ 50 provided to all sworn safety member employees hired prior to December 31, 2012 or considered Classic members.
 - Tier 2 – CalPERS 2.7% @ 57 plan to all sworn safety member hired on or after January 1, 2013 who are new members as defined under the PEPRA.
 - 1. Contributions
 - Effective January 1, 2013 Tier 1 members will pay the full member contribution rate required by CalPERS
 - Effective January 1, 2013, Tier 2 members shall pay 50% of the normal cost of the retirement plan as identified annually by CalPERS. This contribution may change annually as required by the PEPRA

SURVIVOR BENEFITS

- A. The City will provide for the 1959 Survivors Benefit Level four for the Association in the PERS Contract. The employee cost for this benefit will be \$2.00 per month.

Section 3. Work-Week:

For the covered Firefighter classifications, the City shall recognize a 24-hour work day, 56-hour work week, and 2,912 work hours per year. All accruals shall be based on this work schedule, except when otherwise specified.

- A. Schedule: The City and MPFFA agree to the 48/96 schedule for all members of MPFFA, assigned to the Fire Operations Division of the Fire Department. The 48/96 work schedule is a twenty-four (24) day FLSA work period.

Section 4. Overtime/Compensatory Time:

The City shall count paid leave time as "hours worked" for the purpose of determining overtime. The City shall administer Overtime/Compensatory Time in accordance with Section 29, United States Code §207 (k) of the Fair Labor Standards Act ("FLSA").

- A. Compensatory time, vacation and sick leave shall be counted for the purpose of computing overtime. Compensatory Time Off may be taken in conjunction with

Vacation Leave, at the discretion of the Fire Chief. At the time an employee submits a time sheet, the employee shall elect whether to receive pay or Compensatory Time for any overtime.

- B. Compensatory Time may be accrued to a maximum of 192-hours, which equates to eight (8) twenty-four hour shifts under the Kelly schedule, and equates to four (4) forty-eight hour shifts under the 48/96-hour work week schedule. Any amount in excess of the 192-hours cap, shall be paid to the member each pay period.

Section 5. Working Out of Class

The City will provide a 5% enhancement to base pay for the shifts that individuals are asked to act in a higher class for more than 4 hours without respect to the normal working out of class wait period requirement. Preference will be given to employees who are already at work.

- A. If an employee in this unit works 168 hours consecutively in an out-of-class status, the employee will be placed in the acting out-of-class position's salary range at least 5% but not more than 7.5% above their current rate of pay; however, the individual must be placed at least at step A of the out-of-class salary range.

Section 6. On-call Duty Chief

In the absence of a Chief or Division Chief, a captain may be appointed as acting Duty Chief and will be paid a 5 percent wage enhancement for at least 8 hours. The on-call duty chief will be at the station during the shift change, when feasible, and may have work assignments that cause him or her to be at the station for up to 8 hours. Any assignment beyond the 8 hours will be paid as on-call pay with the 5 percent enhancement to base pay.

Section 7. Portal to Portal

The City will compensate City employee's portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

Section 8. Educational or Certificate Incentive Pay

Regular full-time Fire employees shall be awarded incentive pay based on individual academic or certified training achievement levels. Employees shall elect incentive pay for either an Educational degree, or in lieu of an educational degree an employee may elect incentive pay for training for a professional Fire Certificate.

- A. At no time shall an employee be granted incentive pay for both an educational degree and a fire training certificate should both be attained by an employee.
- B. If an academic incentive pay is elected the employee shall be awarded an Educational Incentive only. No incentive pay for a Fire Certification will be granted when Educational Incentive pay has been requested and granted. Educational Incentive pay shall be paid at 2.5% of base pay for each degree as listed below:

Education

Associate Degree in Fire Science (only one Associate Degree applies)	2.5%
Bachelor's Degree in Fire-related field (only one Bachelor's Degree applies)	2.5%
Master's Degree in Fire-related field (only one Master's Degree applies)	2.5%

- C. If a Fire Certificate incentive is elected by an employee in lieu of an educational incentive the employee may not request incentive pay at any time should an educational degree be attained. The Certification Incentive pay shall be based on 2.5% of base pay for each of the following Fire certificates

Certificates

Fire Certificate I	2.5%
State Firefighter II Certificate	2.5%
State Fire Officer Certificate	2.5%
State Chief Officer Certificate	2.5%

Section 9. Tuition Reimbursement

Firefighter personnel may be reimbursed for Fire-related course work completed through the Junior College level in an established and approved degree program.

Section 10. Uniform Allowance

A uniform allowance of \$600 per year shall be provided. The allowance shall be paid to Fire Classification employees on a bi-weekly basis. Fire Classification employees shall be provided with uniforms and equipment.

Section 11. Vacation Leave Accrual

- A. Employees entitled to vacation leave with pay, shall accrue such leave based on years of continuous service at the following rates:
- | | |
|---------------|--|
| 1 - 5years | 132 hours (5.08 hours per pay period) |
| 6 - 10 years | 204 hours (7.85 hours per pay period) |
| 11 - 15 years | 276 hours (10.62 hours per pay period) |
| 16 plus years | 324 hours (12.47 hours per pay period) |
- B. Vacation Accrual Cap: Maximum vacation accrual cap is 480 hours. Management will work to create a system such that employees may be able to take their accrued vacation. Any vacation leave earned beyond that amount shall be converted to salary and paid to the member as it accrued.
- Maximum payout of vacation accrual for compensation at time of separation of employment shall be 200 hours.

Section 12. Sick Leave Accrual:

Employees shall accrue Sick Leave at the rate of 162 hours per year (6.23 hours per pay period).

A. Sick Leave Cap:

- Sick Leave may not be accrued in excess of 2,016 hours.

B. Sick Leave Conversion or Payment at Retirement:

- A maximum of 2,016 hours of accumulated sick leave may be converted for service retirement or disability retirement purposes. ("Retirement" being defined as a service or disability retirement as set forth in applicable PERS regulations, Government Code 20000 et seq.). A maximum of 50% of accumulated sick leave (1,008 hours) may be cashed out at the time of retirement.

C. Sick Leave Payment at termination:

- A maximum of 665 hours or 33% of accumulated sick leave may be paid out upon an employee resignation or a non-disciplinary termination.

Section 13. Holiday Leave

- A. Firefighter classifications shall receive 11.2 hours of holiday pay to be paid in the pay period in which the holiday falls. Pursuant to the parties FLSA side letter agreement, holiday will be rolled into base pay effective January 1, 2020.

Section 14. Longevity Compensation

- A. Upon nine (9) years of employment, an employee who achieves an overall rating of "highly competent" on their most recent performance evaluation shall receive advancement in longevity compensation.

OR

After ten (10) years of accumulated service with the City, an employee shall receive an additional five percent (5%) in salary.

- B. Upon completion of fifteen (15) years of consecutive service, each eligible employee shall receive a one-time payment of \$250.00.

Section 15. Bi-Lingual Pay

- A. A fifty-dollar (\$50) salary stipend per pay period shall be paid to employees, designated by the City, who are fluent in both English and Spanish, and who provide bilingual interpreter services.
- B. Eligibility for English-Spanish interpreter's pay under this section shall be determined by successfully passing the English-Spanish interpreter's oral test administered by a designated qualified test administrator or other agency as approved by the City's Human Resources Department. The Fire Chief may also assign one bi-lingual interpreter for each shift.

Section 16. Workforce Reduction

- A. The City's Personnel Manual, Section 11 – Reduction in Staffing shall apply to all workforce reduction

Section 17. Call-Back

- A. Any member called back after normal working hours to perform service for the City shall be paid for a minimum of three (3) hours at the overtime rate, one and one-half hour's pay for each hour.

Section 18. Severance:

- A. Should any sentence, paragraph, section, or portion of this MOU be determined to be invalid or unenforceable by any subsequent law, regulation or order of a court of competent jurisdiction, then the remainder of this agreement will remain valid and in full force and effect between the parties hereto.

Section 19. Bereavement Leave:

- A. Bereavement Leave shall be available for an employee having a regular or probationary appointment for a necessary leave from duty because of the death or critical illness, where death appears imminent, of a member of the immediate family. For purposes of this Section, the immediate family of an employee shall include his or her spouse and the following relatives: children of either spouse, either's parents including stepmother and stepfather, brothers or sisters including brother-in-law and sister-in-law, and either's grandparents or grandchildren.
- B. Said Leave shall be limited to three (3) working days (or shifts) within the state and two additional working days (or shifts) out of state per calendar year. Bereavement Leave shall be at full pay and shall not be charged against the employee's accrued Vacation or Sick Leave.
- C. Additional Leave may be chargeable to Sick Leave pursuant to the provisions of the City of Marina Personnel Manual Section 1003.

Section 20. Catastrophic Leave:

- A. Catastrophic leave provides that employees who have suffered major non-job related physical or mental disability to themselves or a direct family member, as defined herein, and has exhausted or is about to exhaust all accrued leaves, shall be entitled to receive accrued vacation, administrative, sick and/or compensatory leave time earned by another employee to augment a portion or portions of the employee's sick leave, on behalf of the employee, employee's spouse, child, father, mother, step-father, step-mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or grandchild. Both the donor and the recipient must be non-probationary, regular, full-time employees.
- B. Catastrophic Leave requests shall conform to the following criteria as well as Internal Revenue Service requirements:
 - Requests for donation of accrued vacation, administrative, sick and/or

compensatory leave time shall be processed in accordance with procedures specified by the City Manager.

- All donations shall be voluntary. Donated leave time shall not exceed more than twenty five percent (25%) of the donor's individually accrued vacation, sick, and/or compensatory leave time totals at the time of the request.
- The minimum donation shall be eight (8) hours and thereafter, in whole hour increments.
- Once granted, all time transferred shall be deducted from the donor's account and shall thereafter be treated the same as though it had been earned by the recipient as sick leave.
- Generally, the total leave credits received by the employee shall normally not exceed three (3) months for any single occurrence within a twelve-month period.

Section 21: Mutual-Aid Assignment Recovery Period

- A. Firefighters returning from mutual-aid assignments in excess of 14 days or longer, will be granted up to 12 hours of paid time off through the completion of their shift, upon returning on a regularly scheduled workday. If a firefighter returns on a regularly scheduled day off, the recovery period paid time off will not be applied.

ARTICLE VI: VOLUNTEERS

Volunteers/Reserve Firefighters shall be used in support of paid professional employees but shall not take the place of a regular employee on a regularly scheduled shift.

ARTICLE VII: NO STRIKE OR LOCKOUT

Section 1.

The Association and its members, individually and collectively, agree that during the term of this Memorandum of Understanding there shall be no strike or lockout.

Section 2.

In the event of an unauthorized strike, slow-up or stoppage, the City agrees that there will be no liability on the part of the Association, provided the Association promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Association notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

Section 3.

In the event that such action by the Association has not affected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Association who participates in such strike, slow-up or stoppage; and no such disciplinary action shall be subject to the grievance procedure provided for in this Memorandum of Understanding.

ARTICLE VIII: SUPPLEMENTARY TERMS AND CONDITIONS

Terms and conditions contained in this Memorandum of Understanding shall not be subject to renegotiation or meet and confer for the duration of this MOU unless mutually agreed to by the City and the Association.

FISCAL YEAR 2027-2028 SUCCESSOR MOU NEGOTIATIONS

City agrees to commence Fiscal Year 2027-2028 successor MOU negotiations upon MPFFA request no later than March 31, 2027.

RE-OPENER

During the term of this agreement, upon the request of the MPFFA, the parties shall engage in a limited re-opener and meet and confer only on the issue of a wellness policy. This re-opener in no way obligates either party beyond the agreement to meet and confer on the issue.

ARTICLE IX: DURATION OF AGREEMENT

This agreement shall take effect on July 1, 2025, and shall continue in force to and including June 30, 2027. If either party wishes to amend this Memorandum of Understanding, it shall provide written notice to the other no sooner than 120 days prior to the termination of the agreement. If neither party notifies the other in writing, the MOU shall remain in effect.

CITY OF MARINA

MARINA PROFESSIONAL FIRE
FIGHTERS ASSOCIATION

Belinda Varela, Director
Human Resources & Risk Management

Anthony Goncalves, President

(Date)

(Date)

Andrew M. Aller, Esq.
Lead Negotiator

Stuart D. Adams, Esq

(Date)

(Date)

Layne Long, City Manager

(Date)

Salary Schedules**Salary Table Effective July 2025**

Title	A	B	C	D	E
Fire Fighter	\$40.2492	\$42.2616	\$44.3747	\$46.5935	\$49.2188
Fire Engineer	\$35.8503	\$37.6428	\$39.5250	\$41.5012	\$43.5764
Fire Captain	\$32.8309	\$34.4725	\$36.1960	\$38.0057	\$39.9060

Salary Table Effective July 2026

Title	A	B	C	D	E
Fire Fighter	\$41.8592	\$43.9521	\$46.1497	\$48.4572	\$51.1876
Fire Engineer	\$37.2843	\$39.1485	\$41.1060	\$43.1612	\$45.3195
Fire Captain	\$34.1441	\$35.8514	\$37.6438	\$39.5259	\$41.5022

EXHIBIT C**UWUA Salary Table Amendments - July 2025**

Class	A	B	C	D	E
Account Tech	\$33.8517	\$35.6009	\$37.3809	\$39.2499	\$41.2124
Administrative Asst II	\$30.1805	\$31.6895	\$33.2740	\$34.9378	\$36.6846
Arborist/Landscape Architect/Botanist	\$40.0529	\$42.0556	\$44.1584	\$46.3663	\$48.6846
Assistant Civil Engineer	\$44.4398	\$46.6618	\$48.9950	\$51.4446	\$54.0169
Assistant Planner	\$40.4773	\$42.5012	\$44.6262	\$46.8575	\$49.2004
Associate Civil Engineer	\$48.1926	\$50.6016	\$53.3253	\$55.7876	\$58.5777
Associate Planner	\$44.0434	\$46.2456	\$48.5580	\$50.9858	\$53.5351
Building Inspector	\$38.8111	\$40.7515	\$42.7891	\$44.9242	\$45.3605
Code Enforcement Manager	\$47.9056	\$50.3009	\$52.8159	\$55.4567	\$58.2295
Communications Manager	\$50.4419	\$52.9640	\$55.6122	\$58.3929	\$61.3125
Community Services Officer	\$32.4673	\$34.0906	\$35.7952	\$37.5850	\$39.4642
Housing Manager	\$52.9232	\$55.5694	\$58.3478	\$61.2652	\$64.3285
Mechanic	\$37.8311	\$39.7227	\$41.7087	\$43.7942	\$45.9839
Mechanic Assistant	\$26.9528	\$28.3005	\$29.7156	\$31.2013	\$32.7613
Permit Technician	\$35.8889	\$37.6833	\$39.5675	\$41.5459	\$43.6232
Police Records Supervisor	\$40.3300	\$42.3465	\$44.4638	\$46.6870	\$49.0214
Police Records Technician	\$31.2927	\$32.8573	\$34.5004	\$36.2253	\$38.0366
Police Service Specialist	\$34.9739	\$36.7225	\$38.5587	\$40.4867	\$42.5109
Property & Evidence Tech.	\$34.4647	\$36.1881	\$37.9973	\$39.8972	\$41.8920
PW Mtc Worker I	\$27.1785	\$28.5374	\$29.9643	\$31.4625	\$33.0355
PW Mtc Worker II	\$29.8935	\$31.3880	\$32.9575	\$34.6054	\$36.3356
PW Section Crew Lead	\$41.0477	\$43.1001	\$45.2551	\$47.5178	\$49.8937
Recreation Specialist	\$33.0996	\$34.7546	\$36.4923	\$38.3168	\$40.2327
Senior Building Inspector	\$44.4754	\$46.6992	\$49.0343	\$51.4860	\$54.0601

UWUA Salary Schedule Adjustments - July 2026

Title	A	B	C	D	E
Account Tech	\$35.0365	\$36.8469	\$38.6892	\$40.6236	\$42.6548
Administrative Asst II	\$31.2368	\$32.7986	\$34.4386	\$36.1606	\$37.9686
Arborist/Landscape Architect/Botanist	\$41.4548	\$43.5275	\$45.7039	\$47.9891	\$50.3886
Assistant Civil Engineer	\$45.9952	\$48.2950	\$50.7098	\$53.2452	\$55.9075
Assistant Planner	\$41.8940	\$43.9887	\$46.1881	\$48.4975	\$50.9224
Associate Civil Engineer	\$49.8793	\$52.3727	\$55.1917	\$57.7402	\$60.6279
Associate Planner	\$45.5849	\$47.8642	\$50.2575	\$52.7703	\$55.4088
Building Inspector	\$40.1695	\$42.1778	\$44.2867	\$46.4965	\$46.9481
Code Enforcement Manager	\$49.5823	\$52.0614	\$54.6645	\$57.3977	\$60.2675
Communications Manager	\$52.2074	\$54.8178	\$57.5587	\$60.4366	\$63.4584
Community Services Officer	\$33.6037	\$35.2838	\$37.0480	\$38.9005	\$40.8454
Housing Manager	\$54.7755	\$57.5143	\$60.3900	\$63.4095	\$66.5800
Mechanic	\$39.1552	\$41.1130	\$43.1685	\$45.3270	\$47.5933
Mechanic Assistant	\$27.8961	\$29.2910	\$30.7556	\$32.2933	\$33.9079
Permit Technician	\$37.1450	\$39.0022	\$40.9524	\$43.0000	\$45.1500
Police Records Supervisor	\$41.7416	\$43.8286	\$46.0200	\$48.3210	\$50.7371
Police Records Technician	\$32.3879	\$34.0073	\$35.7079	\$37.4932	\$39.3679
Police Service Specialist	\$36.1980	\$38.0078	\$39.9083	\$41.9037	\$43.9988
Property & Evidence Tech.	\$35.6710	\$37.4547	\$39.3272	\$41.2936	\$43.3582
PW Mtc Worker I	\$28.1297	\$29.5362	\$31.0131	\$32.5637	\$34.1917
PW Mtc Worker II	\$30.9398	\$32.4866	\$34.1110	\$35.8166	\$37.6073
PW Section Crew Lead	\$42.4844	\$44.6086	\$46.8390	\$49.1809	\$51.6400
Recreation Specialist	\$34.2581	\$35.9710	\$37.7695	\$39.6579	\$41.6408
Senior Building Inspector	\$46.0320	\$48.3337	\$50.7505	\$53.2880	\$55.9522

MPFFA - July 2025

Title	A	B	C	D	E
Fire Captain	\$40.2492	\$42.2616	\$44.3747	\$46.5935	\$49.2188
Fire Engineer	\$35.8503	\$37.6428	\$39.5250	\$41.5012	\$43.5764
Fire Fighter	\$32.8309	\$34.4725	\$36.1960	\$38.0057	\$39.9060

MPFFA - July 2026

Title	A	B	C	D	E
Fire Captain	\$41.8592	\$43.9521	\$46.1497	\$48.4572	\$51.1876
Fire Engineer	\$37.2843	\$39.1485	\$41.1060	\$43.1612	\$45.3195
Fire Fighter	\$34.1441	\$35.8514	\$37.6438	\$39.5259	\$41.5022

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2025-, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND THE CITY OF MARINA, REGARDING ASSISTANCE WITH FRANCHISE MATTERS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT SUBJECT TO FINAL REVIEW AND APPROVAL BY THE CITY ATTORNEY, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY ACCOUNTING AND BUDGETARY ENTRIES.

REQUEST:

It is requested that the City Council consider adopting Resolution 2025- for the following action:

1. Approving the Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and the City of Marina regarding assistance with Franchise Agreement Matters,
2. Authorizing the City Manager to execute the amendment subject to final review and approval by the City Attorney, and
3. Authorizing the Finance Director to make necessary accounting and budgetary entries.

BACKGROUND:

In 2010, ReGen Monterey facilitated a competitive bid process for solid waste franchise agreements, hiring HF&H Consultants to oversee that process. HF&H issued a Request for Proposals (RFP), resulting in GreenWaste being selected to serve seven of ReGen Monterey's nine member agencies, excluding the City of Monterey and Monterey County. The franchise agreements originally covered from 2015-2025, but were subsequently extended to last until 2030.

As these agreements approach their expiration, ReGen Monterey's Technical Advisory Committee (TAC) formed a subgroup to prepare for issuing a new RFP for curbside collection or negotiating contract extensions with existing providers. The benefits of a unified regional approach for the participating agencies include improved governance, cost savings, operational and administrative efficiencies, and long-term planning advantages.

To support this effort, ReGen Monterey sought proposals from four specialized consultants:

1. Gershman, Brickner & Bratton, Inc. (GBB)
2. HF&H Consultants
3. MSW Consultants
4. R3 Consulting Group.

The scope encompassed four phases: public and stakeholder engagement, solicitation design, RFP process support, and negotiations. Only HF&H submitted a detailed proposal with fee estimates, which was thoroughly reviewed by a selection committee comprising representatives from other member agencies. The committee concluded HF&H's proposal was comprehensive and aligned with the project scope.

HF&H also recommended engaging a third-party survey firm to conduct a statistically valid survey of residential customers, assessing satisfaction with the current provider and informing future franchise negotiations.

Once the MOU is approved and executed by the participating agencies, HF&H will commence work as outlined.

ANALYSIS:

The selection committee found HF&H's proposal to be detailed, appropriate, and capable of fulfilling the project scope. The TAC subcommittee unanimously agreed to recommend moving forward with HF&H and to submit the MOU for approval by the ReGen Monterey Board and respective city councils.

The total project cost is approximately \$534,620, which will be spread evenly among the seven participating agencies. The estimated cost per agency is \$76,374, ReGen Monterey will initially cover these costs, with reimbursements made by the agencies through the MOU upon approval.

The phased approach will include extensive public and stakeholder engagement, critical for developing effective and acceptable franchise agreements, and ultimately ensuring a sustainable waste collection system tailored to regional needs.

FISCAL IMPACT:

The total cost for consulting services is estimated at \$534,620. This amount will be reimbursed by the seven participating member agencies through the approved MOU. Marina's share of the project cost is \$76,374. The project costs are anticipated to be allocated within existing budgets, with reimbursement from the member agencies, minimizing the financial impact on the City of Marina.

Exhibits:

Exhibit A – Regen Monterey MOU 2025

Respectfully submitted,

Ismael Hernandez
Public Works Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT AND THE CITY OF MARINA REGARDING, ASSISTANCE WITH FRANCHISE AGREEMENT MATTERS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT 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 understands the importance of regional cooperation and effective management of solid waste collection services; and

WHEREAS, the Monterey Regional Waste Management District (ReGen Monterey) has undertaken efforts to support a regional approach to franchise agreements, including soliciting professional support from consultants to assist with stakeholder engagement, solicitation design, RFP process facilitation, and negotiations; and

WHEREAS, ReGen Monterey has prepared a Memorandum of Understanding (MOU) with its member agencies to fund and support these efforts; and

WHEREAS, the staff report recommends approval of the MOU to authorize ReGen Monterey to proceed with hiring HF&H Consultants to assist with the development of next-generation franchise agreements; and

WHEREAS, the City of Marina recognizes that participation in this regional effort will benefit the community by enhancing operational efficiency, stakeholder engagement, and long-term planning for waste collection services.

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

1. Approve the Memorandum of Understanding (MOU) between the Monterey Regional Waste Management District and the City of Marina regarding assistance with franchise agreement matters,
2. Authorize the City Manager to execute the amendment subject to final review and approval by the City Attorney, and
3. Authorize the Finance Director to make necessary accounting and budgetary entries.

PASSES AND ADOPTED, by the City Council of the City of Marina at a regular meeting duly held on the 21st day of October 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

MEMORANDUM OF UNDERSTANDING

BETWEEN THE MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT DBA
 REGEN MONTEREY AND ITS PARTICIPATING MEMBER AGENCIES
 REGARDING ASSISTANCE WITH
 FRANCHISE AGREEMENT MATTERS

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

Recitals

- A. The Participating Member Agencies have jurisdiction and authority to make adequate provisions for solid waste collection within their territories. The Participating Member Agencies have certain rights and interests related to administration and management of their existing franchise agreements, planning for future franchise agreements, and other matters within the Participating Member Agencies’ jurisdiction related to solid waste.
- B. The Participating Member Agencies have determined that it is in their best interest to coordinate some of these activities. This coordination is being facilitated by ReGen Monterey’s Technical Advisory Committee (TAC) through a subcommittee comprised of staff from each Participating Member Agency and ReGen.
- C. The Participating Member Agencies have further determined that ReGen Monterey has the expertise and resources necessary to support the Participating Member Agencies in their implementation of these activities and have now requested that ReGen incur costs to provide these activities.
- D. The Participating Member Agencies have agreed to reimburse the ReGen Monterey for proportionate shares of certain costs incurred by the ReGen for these activities.
- E. The form and content of this MOU have been presented to the TAC subcommittee, and the TAC subcommittee has recommended it for approval by the Parties.

NOW THEREFORE, in consideration of the mutual benefits to be derived by ReGen Monterey and the Participating Member Agencies, and of the promises contained in this MOU, the Parties agree as follows:

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

Section 2. Purpose: The purpose of this MOU is to provide a structure for the Participating Member Agencies to authorize ReGen Monterey to perform certain activities to support the Participating Member Agencies' in their administration and management of their existing franchise agreements, plan for future franchise agreements, and implement other matters within the Participating Member Agencies' jurisdiction related to solid waste ("Coordination Activities"), and reimburse ReGen for such Coordination Activities it performs.

Section 3. Voluntary: This MOU is voluntarily entered into by the Parties for the purpose of coordinating the Coordination Activities.

Section 4. Term: This MOU shall become effective on the date of its full execution by the Parties and shall remain in effect until the services are completed, or it is earlier terminated in accordance with Section 8 of this Agreement.

Section 5. Scope of Work, Costs & Cost Sharing: The scope of work for the Coordination Activities, and associated costs, are set out in Exhibit A, entitled Detailed Activities and Costs, attached hereto and incorporated herein. Allocation of such costs to the Participating Member Agencies is set out in Exhibit B, entitled Participating Member Agencies' Annual Proportionate Shares and Costs, attached hereto and incorporated herein.

No later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to Exhibits A and B; subject to approval of such modified Exhibits A and B by ReGen Monterey and each Participating Member Agency, this MOU shall be deemed amended to incorporate such modified Exhibits A and B.

Section 6. ReGen Monterey Agrees:

(a) ReGen staff will manage the Coordination Activities as identified in Exhibit A, which activities may include contracting with third party vendors when reasonably necessary and paying those vendors for contracted costs.

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

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

Section 7. The Participating Member Agencies Agree:

(a) To reimburse ReGen Monterey for all expenses incurred by ReGen under this MOU in accordance with each Participating Member Agency's proportionate share as shown on Exhibit B.

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

Section 8. Early Termination. Any Party may terminate its participation in this MOU effective at the conclusion of a phase of work (as described in Exhibit A) upon giving written notice to the other Parties. Within ten (10) days following a Party's termination date, such party shall pay ReGen all charges then due and payable and shall pay when determined any additional charges in effect prior to their termination date, that shall later come due under the MOU, as provided in and subject to the limits set out in Exhibits A and B. The costs for the scope of work occurring after the effective date of any such early termination shall be reallocated among the remaining Participating Member Agencies and this MOU shall be deemed amended to incorporate such reallocation in Exhibit B.

Section 9. General Provisions.

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

(b) This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute between the Parties will be the Superior Court of California of the County of Monterey.

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

(d) Waiver by the any Party to this MOU of any term, condition, or covenant of this MOU will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this MOU will not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.

(e) This MOU may be executed in any number of counterparts, each of which is an original but all of which taken together will constitute one and the same instrument, provided, however, that such counterparts have been delivered to all parties to this MOU. A signature delivered on any counterpart by electronic means will for all purposes be deemed to be an original signature to this MOU. The term "electronic means" means one that is executed by applying an electronic signature using technology mutually acceptable to the Parties.

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

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

(h) Nothing in this MOU may be construed as giving a Party the right or ability to bind the other Party and nothing in this MOU may be construed to create any joint liability with regard to, or as a result of, the activities undertaken by the other Party or its agents. All officers, directors, employees, representatives, and agents of a Party will remain the officers, directors, employees, representatives, and agents of that Party and will be subject to the laws, procedures, rules, and policies governing such Party.

(i) Nothing herein may be considered as creating any rights and/or obligations by any of the Parties to this MOU to any third parties, beyond those otherwise required and established by law.

(j) Each entity signing below warrants and represents that it has the power, authority and right to act on behalf of its Party and to bind its Party in accordance with this MOU.

(k) From time to time, by mutual agreement, the Parties may reopen, in whole or in part, elements of this MOU, including modifying the member agencies participating in the MOU if approved by each Participating Member Agency. Except as provided in Section 5 above, this MOU may not be changed, modified, or amended, in whole or in part, except in a writing signed by an authorized representative of each Party.

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

MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT dba REGEN MONTEREY

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF CARMEL-BY-THE-SEA

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF DEL REY OAKS

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF MARINA

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF PACIFIC GROVE

By: _____ DATE: _____

APPROVED AS TO FORM:

SAND CITY

By: _____ DATE: _____

APPROVED AS TO FORM:

CITY OF SEASIDE

By: _____ DATE: _____

APPROVED AS TO FORM:

PEBBLE BEACH COMMUNITY SERVICES DISTRICT

By: _____ DATE: _____

APPROVED AS TO FORM:

EXHIBIT A**DETAILED ACTIVITIES & COSTS****Scope of Work**

ReGen Monterey, through its own forces or through retention of third-party consultants, will perform the following Coordination Activities:

1. Support Participating Member Agencies' Development of Next Generation of Franchise Agreements. The scope generally includes the following phases, and is described in more detail in the HF&H proposal dated March 26, 2025:

Phase 1.	Public and Stakeholder Engagement
Phase 2.	Solicitation Document Design and Drafting
Phase 3.	RFP Process Support
Phase 4.	Negotiations
2. Other Support Tasks as Assigned by the Participating Member Agencies. Such tasks may include retention of a third-party consultant to perform a survey(s).

Except as expressly provided above, all activities related to administration and management of Participating Member Agency franchise agreements and other tasks within the jurisdiction of the Participating Member Agency remain with the Participating Member Agency.

Estimated Costs

The not to exceed budget for the Coordination Activities is \$534,620. The estimated fees per phase is summarized below, and is described in more detail in the HF&H proposal dated March 26, 2025:

Phase 1.	\$122,840 + \$35,000 (third-party survey consultant)
Phase 2.	\$102,310
Phase 3.	\$161,120
Phase 4.	\$108,500

The above is an estimate of the costs to provide the Coordination Activities per Phase; actual costs may vary based on level of effort required, change in assumptions, change in requested scope, significant and unanticipated issues or concerns, and other factors. Notwithstanding the foregoing, HF&H shall not incur time or expense that exceeds the specified not to exceed amount without the prior written approval of ReGen, which ReGen shall not grant without the prior written approval of the Parties.

As provided in Section 5 of the MOU, no later than March 1 of each year, and at such other times as directed by the Parties, the TAC subcommittee shall meet to consider and, if deemed necessary, recommend modifications to this Exhibit A, including establishing a budget for services in each Fiscal Year.

ReGen will submit invoices to the Participating Member Agencies on an annual basis (or more frequently, if requested) to reimburse ReGen for the Participating Member Agency's proportionate share of the actual cost of services incurred under this MOU in the invoice period. Participating Member Agencies shall endeavor to make payment within forty-five (45) days after receipt of the invoice.

EXHIBIT B

PARTICIPATING MEMBER AGENCIES'
PROPORTIONATE SHARES & COSTS

	% of Total	Per Agency Estimated Total Cost
Carmel-by-the-Sea	14.29%	\$76,374
Del Rey Oaks	14.29%	\$76,374
Marina	14.29%	\$76,374
Pacific Grove	14.29%	\$76,374
Pebble Beach CSD	14.29%	\$76,374
Sand City	14.29%	\$76,374
Seaside	14.29%	\$76,374
TOTAL	100%	\$534,618

October 10, 2025

Item No. **10j(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

**COUNCILMEMBER MCADAMS ATTENDS LEAGUE OF CALIFORNIA
CITIES ANNUAL CONFERENCE AND EXPO**

REQUEST:

It is requested the City Council receive the report.

CONFERENCE REPORT:

Marina City Councilmember Jenny McAdams attended the League of California Cities Annual Conference & Expo, held October 8–10, 2025, at the Long Beach Convention Center. The annual statewide gathering brings together local government leaders from across California to share ideas, explore solutions, and strengthen city leadership.

During the three-day conference, Councilmember McAdams participated in general sessions, policy discussions, and workshops focused on issues impacting cities throughout California—including housing, infrastructure, public safety, climate resilience, and community engagement. She also met with peers from other municipalities and engaged with state and regional partners to exchange ideas and best practices.

Councilmember McAdams attended the Expo Hall, where she explored innovative tools, technologies, and services designed to help cities operate more effectively and sustainably. She also took part in networking events, providing opportunities to collaborate with colleagues and advocate for the needs of Marina residents.

Her participation in the conference underscores the City of Marina’s ongoing commitment to professional development, innovation, and effective local governance.

The full conference program is available online here:

<https://my.calcities.org/portals/0/assets/images/25AC/League%20of%20California%202025%20Annual%20Conference%20Program.pdf>

Respectfully submitted,

Jenny McAdams
Councilmember, District 3
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina



MST HIGHLIGHTS
Board of Directors Meeting
October 13, 2025

RECOGNIZED OCTOBER EMPLOYEE OF THE MONTH

The MST Board adopted Resolution 2026-06 recognizing Ezequiel Rebollar, Systems Engineer, as the October 2025 Employee of the Month for his outstanding contribution to MST and the entire community.

30 YEARS OF SERVICE

The MST Board recognized James “Jim” Lopez, Mechanic A, for 30 years of service and for his outstanding dedication and contribution to MST and to the entire community.

THE WRIGHT WAY AWARD WINNERS RECOGNITION

The MST Board recognized 52 Coach Operators who received the MST Wright Way Award for being safe while providing outstanding customer service. To be eligible for this award, Coach Operators had to have no safety-related incidents and/or accidents, no valid customer complaints, and no official discipline during the fiscal year.

RECEIVED 1st DRAFT 2026-2030 STRATEGIC PLAN

The MST Board received the 1st Draft of the 2026-2030 Strategic Plan and provided comment in order for staff to present a final Strategic Plan no later than the Board meeting of December 8, 2025.

AUTHORIZED PURCHASE OF 22 PARATRANSIT VEHICLES

The MST Board authorized the General Manager/CEO, or their designee to purchase 22 paratransit vehicles for MST’s RIDES program from Model 1 in an amount not to exceed \$2,782,000.

AUTHORIZED AGREEMENT WITH DENISE DUFFY AND ASSOCIATES

The MST Board authorized the General Manager/CEO, or their designee to execute an agreement with Denise Duffy and Associates for habitat mitigation monitoring program services in support of coastal permit conditions for the SURF! Project in an amount not to exceed \$310,000.

APPROVED UPDATES TO MST PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

The MST Board approved updates to MST's Public Transportation Agency Safety Plan (PTASP).

AWARDED CONTRACTS RELATED TO THE ENHANCING MOBILITY INNOVATION PROJECT AWARD

The MST Board authorized the General Manager/CEO or their designee to execute contracts related to the *Transportation Agency for Monterey County* Enhancing Mobility Innovation Project Award in an amount not to exceed \$449,860.

APPROVED 3% FY 2025 INCENTIVE POOL FOR MSTEА AND CONFIDENTIAL UNIT EMPLOYEES

The MST Board approved 3% FY 2025 incentive pay pool for eligible Monterey-Salinas Transit Employee Association and Confidential Unit Employees (excluding the General Manager/CEO).

RECEIVED A REPORT ON THE TRANSFER OF FOUR RETIRED MCI OVER-THE-ROAD COACHES

The MST Board received a report describing the transfer of four retired MCI over-the-road coaches, of which, two were transferred to San Joаquin Regional Transit District, and two were transferred to Stanislaus Regional Transit Authority.

AWARDED CONTRACT TO ADVANCED CHEMICAL TRANSPORT, LLC

The MST Board authorized the General Manager/CEO or their designee to enter into a three (3) year contract with Advanced Chemical Transport, LLC, with the option to extend for two (2) additional one (1) year terms, for the transportation and disposal of hazardous waste in an amount not to exceed \$535,500, including option years.

AUTHORIZED THE PURCHASE OF FOUR FORD TRUCKS

The MST Board authorized the General Manager/CEO, or their designee to purchase four Ford trucks at the lowest price/best options available at the time of purchase in an amount not to exceed \$370,000.

NEXT MST BOARD MEETING

The next regular MST Board meeting is scheduled for November 10, 2025.

AN ORDINANCE OF THE CITY OF MARINA ADOPTING AND AMENDING TITLE 15 OF THE MARINA MUNICIPAL CODE TO ADOPT 2025 EDITIONS OF CALIFORNIA BUILDING STANDARD 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; AND APPROVING FINDINGS TO SUPPORT LOCAL MODIFICATIONS.

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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 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 factual findings made are valid and relate to the amendments made to the California codes in this adoption; and

WHEREAS, the City Council directed that a public hearing be held and duly noticed and published in accordance with California Government Code §50022.3, and said hearing was held on October 21, 2025, concerning the purpose of this ordinance to adopt the 2025 California Building Standard Codes with modifications to address unique local conditions; 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.

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 thirty-one (31) pages, marked **Exhibit “A,”** and incorporated herein by this reference thereto.

2. Findings Adopted: The City Council hereby adopts the factual findings set forth in respective sections of Title 15 of the Marina Municipal Code, attached hereto as **Exhibit A**, relating to the amendments made to the California codes.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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

10. 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 October 7, 2025, and was passed and adopted at a regular meeting duly held on October 21, 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 hereby repealed in its entirety and replaced to read as follows:**

15.04.010 Definitions.

“Building code” means the California Building Code, or CBC, 2025 Edition, based on the 2024 International Building Code promulgated by the International 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 known as the California Building Code. (CBC)

“Residential code” means the California Residential Code, or CRC 2022 Edition, based on the 2024sd International Residential Code promulgated by the International Code Council including Appendices AF, AI, AL, AO, AR, AS, AV and AY 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 known as the California Residential Code. (CRC)

“Electrical code” means the California Electric Code or CEC, 2025 Edition, based on the 2024 National Electrical Code edition promulgated by the National Fire Protection Association, as amended, and set forth in the California Building Standards Code, Title 24 of the California Code of Regulations, together with those omissions, amendments, exceptions, and additions thereto as amended by the Marina Municipal Code known as the California Electrical Code. (CEC)

“Mechanical code” means the California Mechanical Code or UMC, 2025 Edition, promulgated by the International Association of Plumbing and Mechanical Officials, including Appendices A, B, C, D, E F, and G thereto, together with those omissions, amendments, exceptions, and additions thereto as amended in Title 24 of the California Code of Regulations and in the Marina Municipal Code, known as California Mechanical Code (CMC).

“Plumbing code” means the California Plumbing Code or UPC, 2025 Edition, promulgated by the International Association of Plumbing and Mechanical Officials, including the Appendices G and I thereto, together with those omissions, amendments, exceptions, and additions thereto as amended in Title 24 of the California Code of Regulations and in the Marina Municipal Code, known as the California Plumbing Code (CPC).

“Fire code” means the California Fire Code or CFC, 2025 Edition, promulgated by the International Fire Code Institute, including the appendix sections, together with those omissions, amendments, exceptions, and additions there to as amended in Title 24 in the California Code of Regulations and in the Marina Municipal Code, known as the California Fire Code (CFC).

“Energy code” means the California Energy Code or CEC, 2025 Edition, promulgated by the California Building Standards Commission including the appendix sections, together with those omissions, amendments, exceptions, and additions there to as amended in Title 24 in the California Code of Regulations and in the Marina Municipal Code, known as the California Energy Code (CEC).

“Existing building code” means the California Existing Building Code, 2025 Edition, based on the 2024 International Existing Building Code and California Historical Building Code, promulgated by the International Code Council, including the appendix thereto. with those omissions, amendments, exceptions, and additions thereto as amended in Title 24 or the California Code of Regulations and as amended by the Marina Municipal Code known as the

“Green building standards code” means the California Green Building Standards Code, 2025 Edition promulgated by the California Building Standards Commission including the Appendices A-4 & A-5 thereto, together with those omissions, amendments, exceptions, and additions as amended in Title 24 in the California Code of Regulations and in the Marina Municipal Code.

“Housing code” means the Uniform Housing Code 1997, promulgated by the International Code Council, together with those omissions, amendments, exceptions, and additions thereto as amended in the Marina Municipal Code.

“Dangerous building code” means the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, promulgated by the International Code Council, together with those omissions, amendments, exceptions, and additions as amended by the Marina Municipal Code.

“Security code” means the Uniform Building Security Code, 1997 Edition, promulgated by the International Code Council, together with those omissions, amendments, exceptions, and additions thereto as amended in the Marina Municipal Code (UBSC).

“Emergency Work” means work that if not done immediately will affect the life safety of the occupant or cause damage the structure.

2. Section 15.08.010 of the Marina Municipal Code is hereby repealed in its entirety and replaced to read as follows:

15.08.010 Adoption of technical provisions of California Building Code (CBC).

A. Except as otherwise provided for in this chapter, the California Building Code (CBC), 2025 Edition, Volumes I and II, including the appendices thereto, together with those omissions, amendments, exceptions, and additions thereto as amended in Title 24 of the California Code of Regulations are approved and adopted, and are incorporated in this chapter by reference and made a part hereof the same as if fully set forth herein.

B. One copy of the CBC has been filed for use and examination of the public in the office of the building official of the city of Marina.

3. Section 15.08.020 of the Marina Municipal Code is hereby repealed in its entirety and replaced to read as follows:

15.08.020 Section 105.3.2 amended.

Section 105.3.2 shall be amended to read as follows:

105.3.2 Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of the application shall expire, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing that circumstances beyond control of the applicant have prevented action from being taken and the extension has been submitted in writing prior to the expiration date.

If a permit has not been obtained after the first extension, additional extensions of 90 days may be granted provided the applicant submits this request in writing AND pays a fee of \$500.00 for each requested ~~480~~90 - day extension and the project has not changed in scope.

Exception: If a project has been approved by the City pending an outside agency's approval prior to expiration, written extensions will not be required.

4. Section 15.08.025 of the Marina Municipal Code is hereby repealed in its entirety and replaced to read as follows:

15.08.025 Section 105.5 amended.

Section 105.5 shall be amended to read as follows:

105.5 Expiration of Permits. Every permit issued by the building official under the provisions of the technical codes shall expire and become null and void, if the project authorized by such permit has not achieved an approval for one of the required inspections identified in section 110.3 of the 2019 California Building Code within one year of such permit.

The building official may grant a one-time permit extension of 180 (one-hundred eighty) days provided the applicant submits a request in writing prior to the permit expiration and the project has not changed in scope. Additional extension requests of one hundred and eighty (180) days may be granted by the building official if the request is made in writing, the project has not changed in scope, the project has obtained at least one inspection approval AND the applicant pays a fee of \$1,000 or the amount of the original building permit fee (whichever amount is less) for each one hundred and eighty (180) day extension.

Before work can commence or recommence under an expired permit, a new permit application must be submitted, and permit obtained along with all applicable fees applied for this new project. All existing projects are subject to this section and will be subject to the conditions listed above.

5. Section 15.08.040 of the Marina Municipal Code is hereby repealed in its entirety and replaced to read as follows:

15.08.040 Section 1505.1.1 amended.

A. Findings. The amendments set forth in this section are reasonably necessary because of the following local geological, topographical, and climactic conditions:

1. Marina is within a very active seismic area (Seismic Zone 4). Severe seismic action could disrupt communications, damage gas mains, cause extensive electrical hazards, and place extreme demands on the limited and widely dispersed resources of the fire department, resulting in failure to meet the fire and life safety needs of the community.

2. The local geographic, topographic, and climactic conditions pose an increased hazard in the acceleration, spread, magnitude, and severity of potential fires in the city of Marina and may cause a delayed fire response time, allowing further growth of a fire.

3. The types of roof coverings as set forth in the amendment are a more restrictive standard, which will better prevent fire damage, which can result from local conditions.

B. Section 1505.1.1 shall be amended to read as follows:

“Roof coverings within ALL fire hazard severity zones. Any new roof on a new or existing structure and any re-roofing of an existing structure of 50% or more of the total roof area within a one-year period shall be of a fire-retardant roof or class A roof.

6. Section 15.08.100 of the Marina Municipal Code is hereby repealed in its entirety and replaced to read as follows:

“15.08.100 Portions of the California Building Code which are not approved, adopted, or incorporated by reference.

The following portions of the California Building Code 2025 Edition or the appendices thereto, are not approved or adopted or incorporated in this chapter by reference and shall not be deemed to be a part of this chapter nor a part of the building code of the city of Marina.

Chapter 9 (All. See Chapter 9 of the California Fire Code, 2025 Edition with amendments.)

Appendices.

2025 CBC Appendix A (Qualifications)

2025 CBC Appendix B (Board of Appeals)

2025 CBC Appendix C (Ag Buildings)

2025 CBC Appendix D (Fire Districts)

2025 CBC Appendix G (Flood Proofing)

2025 CBC Appendix K (Flooding)

7. Section 15.12.010 of the Marina Municipal Code is hereby repealed and replaced in its entirety to read as follows:

15.12.010 Adoption of technical provisions of California Mechanical Code (CMC).

A. Except as otherwise provided for in this chapter, the California Mechanical Code, 2025 Edition, together with those omissions, amendments, exceptions and additions thereto as amended in Title 24 of the California Code of Regulations 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 CMC has been filed for use and examination of the public in the office of the building official of the city of Marina.

8- Section 15.12.011 of the Marina Municipal Code is hereby repealed and replaced in its entirety to read as follows:

15.12.011 Portions of California Mechanical Code which are not approved, adopted, or incorporated by reference.

The following portions of the California Mechanical Code or CMC, 2025 Edition, or of the appendix thereto, are not approved or adopted or incorporated in this chapter by reference, and shall not be deemed to be a part of this chapter nor a part of the mechanical code of the city of Marina:

Chapter 1, Division II, and all of the appendix chapters with the exception of the following appendix chapters or portion thereof:

A. CMC Appendices A, B, C, D, E and F.

9. Chapter 15.14 of the Marina Municipal Code is hereby repealed and replaced in its entirety to read as follows:

Chapter 15.14 RESIDENTIAL CODE

Sections:

- 15.14.010 Adoption of technical provisions of California Residential Code (CRC).
- 15.14.020 Section R105.2 amended.
- 15.14.030 Section R106.5 amended.
- 15.14.040 Section R106.6 amended
- 15.14.050 Section Table R302.6 amended
- 15.14.060 Section R313 deleted
- 15.14.070 Section R902.1.1 amended
- 15.14.080 Section R902.1.2. amended
- 15.14.090 Section R902.1.3 amended
- 15.14.100 Portions of California Residential Code which are and are not approved, adopted or incorporated by reference.

15.14.010 Adoption of technical provisions of California Residential Code (CRC)

A. Except as otherwise provided for in this chapter, the California Residential Code, 2025 Edition, including the appendices thereto, together with those omissions, amendments, exceptions, and additions thereto are approved and adopted, and 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 CRC has been filed for use and examination of the public in the office of the building official of the city of Marina

C. Findings. The amendments set forth in Sections 15.14.020, 15.14.030, 15.14.040, 15.14.050, 15.14.060, 15.14.070, 15.14.080 and 15.14.090 are reasonably necessary because of the following local geological, topographical, and climatic conditions:

1. Marina is within a very active seismic area (Seismic Zone 4). Severe seismic action could disrupt communications, damage gas mains, cause extensive electrical hazards, and

place extreme demands on the limited and widely dispersed resources of the fire department, resulting in failure to meet the fire and life safety needs of the community.

2. The local geographic, topographic, and climatic conditions pose an increased hazard in the acceleration, spread, magnitude, and severity of potential fires in the city of Marina, and may cause a delayed fire response time, allowing further growth of the fire

3. The type of residential construction provisions set forth in the amendments are more restrictive standards, which will better prevent fire and seismic damage, which can result from local conditions.

15.14.020 Section R105.2 “Work exempt from permit” amended.

Section R105.2 is amended to read as follows:

(10) Decks that are not more than 30 inches above grade, at any point.

15.14.030 Section R105.5 amended.

Section R105.5 is hereby amended to read as follows:

R105.5 Expiration of Permits. Every permit issued by the building official under the provisions of the technical codes shall expire and become null and void, if the project authorized by such permit has not achieved an approval for one of the required inspections identified in section 110.3 of the 2025 California Building Code within one year of such permit.

The building official may grant a one-time permit extension of 180 (one-hundred eighty) days provided the applicant submits a request in writing prior to the permit expiration and the project has not changed in scope. Additional extension requests of one hundred and eighty (180) days may be granted by the building official if the request is made in writing, the project has not changed in scope, the project has obtained at least one inspection approval AND the applicant pays a fee of \$1,000 or the amount of the original building permit fee for each one hundred and eighty (180) day extension.

Before work can commence or recommence under an expired permit, a new permit application must be submitted, and permit obtained along with all applicable fees applied for this new project.

All existing projects are subject to this section and will be subject to the conditions listed above.

15.14.040 Section R106.6 amended.

Section R106.6 is hereby amended to read as follows:

R106.6 Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of the application shall expire and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on written request by the applicant showing that circumstances beyond control of the applicant have prevented action from being taken and the extension has been submitted in writing prior to the expiration date.

If a permit has not been obtained after the first extension, additional extensions of 90 days may be granted provided the applicant submits this request in writing and pays a fee of \$500.00 for each requested ~~180~~ 90-day extension and the project has not changed in scope.

Exception: If a project has been approved by the City pending an outside agency approval prior to expiration, written extensions will not be required.

15.14.050 Table 302.6 amended.

Table R302.6 is amended to read as follows:

“Not less than 5/8” type X” in all columns in the table.

15.14.060 Section R403.1.3 amended.

Section R403.1.3 is hereby amended to read as follows:

R403.1.3 Seismic reinforcing. Concrete footings located in Seismic Design Categories D0, D1 and D2, as established in Table R301.2 (1), shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

In Seismic Design Categories D0, D1 and D2 where a construction joint is created between a concrete footing and a stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing, have a standard hook and extend a minimum of 14 inches (357 mm) into the stem wall.

In Seismic Design Categories D0, D1 and D2 where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing and have a standard hook. In Seismic Design Categories D0, D1 and D2 masonry stem walls without solid grout and vertical reinforcing are not permitted.

Exception: In detached one- and two-family *dwelling*s which are three stories or less in height and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are permitted.

15.14.070 Section R902.1.1 amended.

Section R902.1.1 is hereby amended to read as follows:

Roof coverings within ALL fire hazard severity zones. Any new roof on a new or existing structure and any re-roofing of an existing structure of 50% or more of the total roof area within a one-year period shall be of a fire-retardant roof or Class A roof.

15.14.080 Section R902.1.2 amended.

Section R902.1.2 is hereby amended to read as follows:

Roof coverings within ALL fire hazard severity zones. Any new roof on a new or existing structure and any re-roofing of an existing structure of 50% or more of the total roof area within a one-year period shall be of a fire-retardant roof or Class A roof.

15.14.090 Section R902.2 amended.

Section R902.2 is hereby amended to read as follows:

Roof coverings within ALL fire hazard severity zones. Any new roof on a new or existing structure and any re-roofing of an existing structure of 50% or more of the total roof area within a one-year period shall be of a fire-retardant roof or Class A roof.

15.14.100

Portions of California Residential Code which are and are not approved, adopted, or incorporated by reference.

The following portions of the California Residential Code or CRC, 2025 Edition, or the appendix thereto, are not approved or adopted or incorporated in this chapter by reference, and shall not be deemed to be a part of this chapter nor a part of the residential code of the city of Marina:

- A. Section R313 (All. See Chapter 9 of the California Fire Code, 2025 Edition with amendments.)
- B. CRC Appendices AF, AI, AL, AO, AR, AS, AV, and AY.

10. Chapter 15.18 of the Marina Municipal Code is hereby repealed and replaced in its entirety to read as follows:

“Chapter 15.18 GREEN BUILDING STANDARDS CODE

Sections:

- 15.18.010 Adoption of California Green Building Standards Code (CGBSC).
- 15.18.020 Portions of California Green Building Standards Code which are not approved, adopted, or incorporated by reference.

15.18.010 Adoption of California Green Building Standards Code (CGBSC).

A. Except as otherwise provided for in this chapter, the California Green Building Standards Code, 2025 Edition, including the appendices thereto, together with those omissions, amendments, exceptions, and additions thereto 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 CGBSC has been filed for use and examination of the public in the office of the building official of the city of Marina.

15.18.020 Portions of California Green Building Standards Code which are not approved, adopted, or incorporated by reference.

The following portions of the California Green Building Standards Code or CGBSC, 2025 Edition, or of the appendix thereto, are not approved or adopted or incorporated in this chapter by reference, and shall not be deemed to be a part of this chapter nor a part of the green building standards code of the city of Marina:

All of the appendix chapters with the exception of the following appendix chapters or portion thereof:

A. CGBSC Appendices A-4 and A-5.

11. Chapter 15.22 of the Marina Municipal Code is hereby repealed and replaced in its entirety to read as follows:

Chapter 15.22 EXISTING BUILDING CODE

Sections

15.22.010 Adoption of California Existing Building Code (CEBC).

15.22.010 Adoption of California Existing Building Code (CEBC).

A. The California Existing Building Code, 2025 edition is approved and adopted, and is 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 CEBC has been filed for use and examination of the public in the Office of the Building Official of the City of Marina.”

12. Section 15.24.010 of the Marina Municipal Code is repealed in its entirety and replaced to read as follows:

15.24.010 Adoption of Technical Provisions of California Plumbing Code (CPC).

A. Except as otherwise provided for in this Chapter, the California Plumbing Code, 2025 edition, including the appendices thereto, together with those omissions, amendments, exceptions and additions thereto as amended in Title 24 of the California Code of Regulations 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 CPC has been filed for use and examination of the public in the Office of the Building Official of the City of Marina.

13. Section 15.24.030 of the Marina Municipal Code is hereby repealed in its entirety and replaced to read as follows:

15.24.030 Portions of California Plumbing Code which are not approved, adopted, or incorporated by reference.

The following portions of the California Plumbing Code or CPC, 2025 edition, or of the appendix thereto, are not approved or adopted or incorporated in this Chapter by reference, and shall not be deemed to be a part of this Chapter nor a part of the plumbing code of the City of Marina:

Chapter 1 – Division II and all the Appendices with the exception of the following Appendix Chapters or portion thereof (which are approved, adopted and incorporated in this Chapter by reference):

A. CPC Appendix I.

14. Chapter 15.28 of the Marina Municipal Code is hereby repealed in its entirety and replaced to read as follows:

“Chapter 15.28 ELECTRICAL CODE

Sections

15.28.010 Adoption of the technical provisions of the California Electrical Code.

15.28.010 Adoption of Technical Provisions of California Electrical Code (CEC).

A. Except as otherwise provided for in this Chapter, the California Electrical Code, 2025 edition, together with those omissions, amendments, exceptions, and additions thereto as amended in Title 24 of the California Code of Regulations 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 CEC has been filed for use and examination of the public in the Office of the Building Official of the City of Marina.

**EXHIBIT A TO
ORDINANCE NO. ~~2026~~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.

“Chapter 15.32 ADOPTION OF THE CALIFORNIA FIRE CODE (CFC)

Sections:

- 15.32.005 Adoption of technical provisions of California Fire Code.
- 15.32.010 Definitions.
- 15.32.020 Bureau of fire prevention established.
- 15.32.030 Findings.
- 15.32.040 Section 101.1 Amended - Title
- 15.32.050 Section 101.2.1 Amended - Appendices
- 15.32.060 Section 102.1 Amended – Construction & Design Provisions
- 15.32.070 Marina City Code Interpretation
- 15.32.080 Section 103,.0 Added
- 15.32.090 Section 104.1.1 Added
- 15.32.100 Section 105.5.0 Added
- 15.32.110 Section 112.2 Amended.
- 15.32.120 Section 112.4 Amended
- 15.32.130 Section 113.4 Amended
- 15.32.140 Section 202 Amended
- 15.32.150 Section 503.2.7- Amended
- 15.32.160 Section 503.2.7.1- Amended
- 15.32.170 Section 503.7 - Amended
- 15.32.180 Section 505.1 - Amended
- 15.32.190 Section 507.5.2 - Amended
- 15.32.200 Section 605.3 - Amended
- 15.32.210 Section 901.1.1 - Added
- 15.32.220 Section 901.2.2 - Added
- 15.32.230 Section 901.4 - Amended
- 15.32.240 Section 901.4.8 - Added
- 15.32.250 Section 901.6.4 - Added
- 15.32.270 Section 901.7.7 - Added
- 15.32.280 Section 901.11 - Added
- 15.32.360 Section 903.2 - Amended
- 15.32.370 Section 903.2.8 - Amended
- 15.32.380 Section 903.3.1.1.1 - Added
- 15.32.390 Section 903.3.1.1.2 - Deleted
- 15.32.400 Section 903.3.1.2 - Amended
- 15.32.410 Section 903.3.1.3 - Amended
- 15.32.420 Section 903.3.10 - Amended
- 15.32.430 Section 903.4.2 - Amended
- 15.32.440 Section 903.4.3 - Amended
- 15.32.450 Section 904.14.2 - Amended
- 15.32.460 Section 904.14.5.2 - Amended
- 15.32.470 Section 907.1.6 - Added

15.32.480 Section 907.2 - Amended
 15.32.490 Section 907.6.4 - Amended
 15.32.500 Section 907.6.5 - Amended
 15.32.510 Section 907.6.6 - Amended
 15.32.520 Section 907.6.6 - Amended
 15.32.530 Section 907.7.2 - Amended
 15.32.540 Section 907.8.2.1 - Added
 15.32.550 Section 1205.1.1 - Amended
 15.32.560 Section 1205.2.1 - Deleted
 15.32.570 Section 1205.2 - Amended
 15.32.580 Section 1206 - Amended
 15.32.590 Section 1207.4.1.1 - Added
 15.32.600 Section 1207 - Amended
 15.32.610 Section 3905 - Amended
 15.32.850 Section 5609.0 - Added
 15.32.860 Section 5609.1 - Added
 15.32.870 Section 5609.1.2 - Added
 15.32.880 Section 5609.1.3 - Added
 15.32.890 Section 5609.1.4 - Added
 15.32.900 Section 5609.1.5 - Added
 15.32.920 Appendix MC - Added

15.32.005 Adoption of technical provisions of California Fire Code

A. Except as otherwise provided for in this chapter, the California Fire Code or CFC, 2025 Edition, promulgated by the International Fire Code Institute, including the appendix sections, together with those omissions, amendments, exceptions, and additions thereto as amended in Title 24 of the California Code of Regulations, are approved and adopted, and are incorporated in this chapter by reference and made a part hereof the same as if fully set forth herein.

B. One copy of the CFC has been filed for use and examination of the public in the office of the fire chief of the City of Marina.
(Ord. 2025-___ § 1 (Exh. A (15) (part)), 2025)

15.32.010 Definitions.

As used in this chapter or in any other uniform codes or other nationally recognized fire safety standard made a part of this chapter, unless otherwise apparent from the context:

- A. “City” means the city of Marina when it refers to a political entity and means the incorporated area of the city of Marina when it refers to an area.
 - B. “City council” means the city council of Marina.
 - C. “Fire Chief” means the chief of the fire department serving the city of Marina.
 - D. “Fire code official” means the Fire Chief or ~~his or her~~their designee.
 - E. “Mayor” means the mayor of the City of Marina.
 - F. “Municipality” means the City of Marina.
- (Ord. 2025-___§ 1 (Exh. A (15) (part)), 2025)

15.32.020 Bureau of fire prevention established.

The California Fire Code shall be enforced by the fire chief or ~~his/her~~their designee. The fire chief is appointed as the fire code official. The bureau of fire prevention is established within the city under the direction of the fire code official. The function of the fire prevention bureau shall be the implementation, administration, and enforcement of the provisions of the Fire Code. References within the California Fire Code to the “department of fire prevention” shall mean the bureau of fire prevention

(Ord. 2025-___ § 1 (Exh. A (15) (part)), 2025)

15.32.030 Findings.

The amendments set forth in Sections 15.32.040 through 15.32.930 are reasonably necessary because of the following local climatic, geological, and topographical conditions:

A. Climate. The city, on average, experiences an approximate annual rainfall of fifteen inches. The heaviest months for rainfall can be expected between January and April. During winter months, the city may experience periods of heavy rain, which can cause local flooding. Due to the proximity of the Pacific Ocean, winter storms are often accompanied by high winds, which have uprooted trees and damaged power lines. The city has also experienced periods of heavy fog, which has delayed the responding fire apparatus and prevented early discovery of structure fires. Light to gusty winds occur during dry periods which, when coupled with highly flammable vegetation, can cause uncontrollable fires. With increased development spreading into brush covered coastal hill areas, wind driven fires could have severe consequences, as have been demonstrated on several occasions throughout the state.

B. Geologic. The city is susceptible to seismic hazards resulting from movement along any one of several known faults. The most serious direct earthquake hazard threat is from the damage or collapse of buildings and other structures due to ground movement. In addition to damage caused by earthquakes, there is the possibility of earthquake-induced fires starting because of damage to gas lines, power lines or heat-producing appliances and the unavailability to water for fire control due to broken water mains. In the event of a major earthquake many areas of the city may not be accessible to emergency equipment and, if bridges or roads are damaged, the city may be isolated from outside assistance.

C. Topographical. The city is divided by California State Highway 1. The freeway creates barriers which obstruct traffic patterns and delay response time for fire equipment. The water supply within the city is directly affected by the topographical layout. In the event of a major catastrophe, the city does not have an elevated water storage system to supply pressurized water to the city fire hydrants.

D. Conclusion. Local climatic, geologic and topographical conditions impact fire suppression efforts and the frequency, spread, intensity and size of fire involving structures in this community. Further, they impact potential damage to all structures from earthquake and subsequent fire. Therefore, it is found to be necessary that the California Fire Code be amended by this chapter to mitigate the effects of these conditions.

(Ord. 2025-___ § 1 (Exh. A (15) (part)), 2025)

15.32.040 Section 101.1 - Amended

****Section 101.1 of the CFC is deleted in its entirety and replaced with the following:***

101.1 Title. These regulations shall be known as the Fire Code for the County of Monterey, hereinafter referred to as “Fire Code.”

(Ord. 2025-___§ 1 (Exh. A (15) (part)), 2025)

15.32.050 Section 101.2.1 – Amended

****Section 101.2.1 of the CFC is deleted in its entirety and replaced with the following:***

101.2.1 Appendices. Provisions in all appendices to the 2025 California Fire Code are hereby adopted in their entirety and shall apply.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.060 Section 102.1 – Amended

****Section 102.1 of the CFC is deleted in its entirety and replaced with the following:***

102.1 Construction and design provisions. The construction and design provisions of this Code shall apply to:

1. Structures, facilities and conditions arising after the adoption of this Code.
2. Existing structures, facilities and conditions not legally in existence at the time of adoption of this Code.
3. Existing structures, facilities and conditions when identified in specific Sections of this Code.
4. Existing structures, facilities and conditions, which, in the opinion of the Fire Code Official, constitute a distinct hazard to life and property.
5. Existing Structures Alterations, Additions and Repairs.

a. All new work performed in alterations and/or repairs to existing structures shall comply with the current provisions of this Chapter.

b. When alterations and/or repairs result in the removal, alteration, modification, replacement and/or repair of fifty percent (50%) or more of the external walls of a building, or result in the removal, modification, replacement and/or repair of fifty percent (50%) or more of the existing internal structural and/or non-structural framework, independently or in combination thereof, within a five year period, the entire building shall be made to conform to the current provisions of this Chapter.

c. Calculations of linear wall measurements shall be shown on all plans submitted for building permits, on the cover page in the project description of said plans.

d. The determination under this section of the requirement for upgrading any existing structure to full conformance with current provisions of this Chapter shall be at the sole discretion of the Fire Code Official.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.070 Marina City Code Interpretation.

MARINA CITY CODE INTERPRETATION

With regards to construction provisions of this Code being required on building remodels:

If wall coverings (drywall, paneling, etc.) are removed down to bare studs, do these walls get included in the calculations?

ANSWER: No

1. **If new wall coverings are installed over existing wall coverings, do these walls get included in the calculations?**

ANSWER: No

2. **What is the measurement parameter for determining the 50% figure?**

ANSWER: ALL WALLS, INTERIOR AND EXTERIOR, ARE MEASURED USING THE LINEAR FOOTAGE OF THE WALLS.

MARINA CITY CODE COMMENTARY

The following formula is used to determine the 50% linear wall length in the City of Marina and is a standard adopted by the Monterey County Fire Prevention Officers Association:

Step 1: Determine the total linear length of all walls of the existing building.

Step 2: Determine the total linear length of all walls of the proposed remodeled building, including additions to the building.

Step 3. Determine the total linear length of all walls that are proposed to be removed during the remodel.

Step 4. Add the results of Steps 1, 2, and 3.

Step 5. Determine whether Step 4 result is over 150% of the Step 1 result. If so, Section 102.1 applies. If not, it does not apply.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.080 Section 103.0 – Amended

****Section 103 of the CFC is amended to add Sections 103.0, 103.0.1, 103.0.2 and 103.4 to read as follows:***

103.0 Responsibility for enforcement.

103.0.1 Within established fire protection districts and community services districts, responsibility for enforcement of this Code shall be under the direction of the Fire Chief within each district.

103.0.2 In areas of Monterey County outside incorporated cities or organized special districts or fire districts, responsibility for enforcement of this Code shall be under the direction of the Chief Building Official of Monterey County.

103.4 Police powers. The fire code official and his deputies shall have the powers of police officers in performing their duties under this Code. When requested to do so by the fire code official, the chief of police of the jurisdiction is authorized to assign such available police officers as necessary to assist the fire code official in enforcing the provisions of this Code.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.100 Section 105.5.0 – Added

Section 105.5.0 is added to Chapter 1 of the Fire Code to read as follows:

105.5.0 Agricultural Explosive Devices. An operational permit is required for storage or use of any agricultural explosive device including “bird bombs”.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.110 Section 113.2 – Amended

****Section 113.2 of the CFC is deleted in its entirety and replaced with the following:***

113.2 Owner/occupant responsibility. Correction and abatement of violations of this Code shall be the responsibility of the owner. If an occupant creates, or allows to be created, hazardous conditions in violation of this Code, the occupant shall be held responsible for the correction and abatement of such hazardous conditions.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.120 Section 112.4 – Amended

****Section 113.4 of the CFC is deleted in its entirety and replaced with the following:***

113.4 Violation penalties. Persons who shall violate any provision of this Code or shall fail to comply with any of the requirements thereof or shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this Code, shall be guilty of an infraction, punishable by a fine in conformance with Monterey County Code Section 1.22.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.130 Section 114.4 – Amended

****Section 114.4 of the CFC is deleted in its entirety and replaced with the following:***

114.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction as specified in Section 112.4 of this Code.
(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.140 Section 202 – Amended

****Section 202 of the CFC is amended to add the following definitions:***

202 Definitions

ALL WEATHER SURFACE. A road surface constructed to the minimum standards adopted by the jurisdiction.

BRIDGE. A structure to carry a roadway over a depression or obstacle.

IDLE PALLET. A pallet or similar product storage and/or lifting device not currently in use and empty of product.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.150 Section 503.2.7- Amended

****Section 503.2.7 of the CFC is deleted in its entirety and replaced with the following:***

503.2.7 Grade. The grade of fire apparatus access roads shall be no greater than 15% unless specifically approved by the fire code official.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.160 Section 503.2.7.1 – Added

****Section 503.2.7.1 is added to Chapter 5 of the Fire Code to read as follows:***

503.2.7.1 Paving. All fire apparatus access roads over eight percent (8%) shall be paved with a minimum 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base. All fire apparatus access roads over fifteen percent (15%) where approved shall be paved with perpendicularly grooved concrete.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.170 Section 503.7 – Amended

****Section 503 of the CFC is amended to add Section 503.7 to read as follows:***

503.7 Fire apparatus access road names. All fire apparatus access road names shall be issued or approved by the appropriate governmental agency.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.180 Section 505.1 – Amended

****Section 505.1 of the CFC is deleted in its entirety and replaced with the following:***

505.1 Address Identification. New and existing buildings shall be provided with an approved address identification. The address identification shall be legible and placed in a position that is visible at all times from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4” high with a minimum width stroke of one-half inch for single family dwellings and duplexes. For all other occupancies each character shall be not less than 10” high with a minimum stroke of three-quarters inch unless otherwise required by the Fire Code Official.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.190 Section 507.5.2 – Amended

****Section 507.5.2 of the CFC is deleted in its entirety and replaced with the following:***

507.5.2 Inspection, testing and maintenance. Fire hydrant systems shall be subject to periodic tests as required by the fire code official. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations, and servicing shall comply with approved standards. When required by the fire code official, hydrants shall be painted in accordance with the most current edition of NFPA 291.
(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.200 Section 605.3 – Amended

**Section 605.3 of the CFC is amended to add Section 605.3.1 and 605.3.2 to read as follows*

605.3.1 Spark arresters. An approved spark arrester shall be installed on all chimneys, incinerators, smokestacks or similar devices using solid fuel for conveying smoke or hot gases to the outer air

605.3.1.2 Spark arresters shall have openings in accordance with Section 2113.9.2(3) of the California Building Code and Section 1003.9.2 of the California Residential Code with minimum openings of 3/8” and maximum openings of 1/2”.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.210 Section 901.1.1 – Added

**Section 901.1 of the CFC is amended to add Section 901.1.1 to read as follows*

901.1.1 Responsibility. The owner of the protected premises shall be responsible for all fire protection systems within the protected premises, whether existing or installed under this code.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.220 Section 901.2.2 – Amended

**Section 901.2 of the CFC is amended to add Section 901.2.2 to read as follows*

901.2.2 Additional documentation. Additional documentation as required by the fire code official shall be provided to the fire code official in an acceptable format.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.230 Section 901.4 – Amended

**Section 901.4 of the CFC is deleted in its entirety and replaced with the following:*

901.4 Fire Protection and Life Safety Systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with the original installation standards for that system. All systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled, or added to. Alterations to fire protection systems shall be done in accordance with applicable standards.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.240 Section 901.4.8 – Added

**Section 901.4.8 is added to Chapter 9 of the Fire Code to read as follows:*

901.4.8 Nonoperational equipment. Any fire protection equipment that is no longer in service shall be removed.

MARINA CITY CODE INTERPRETATION

With regards to construction provision of the Marina City Fire Code being require on ancillary building based on proximity to the main structure, when are detached buildings to be considered “attached” for the purposes of imposing fire protection system requirements of the Marina City Fire Code?

Answer: Ancillary buildings withing 20 feet of the main structure are considered “attached” for the purpose of imposing fire protection system requirements.

15.32.250 Section 901.6.4 – Added

Section 901.6 of the CFC is amended to add Section 901.6.4 and 901.6.5 to read as follows:

901.6.4 Qualifications of Inspection, Testing and Maintenance Personnel. All personnel performing any inspection, testing or maintenance of any fire protection system shall be qualified. Where such inspection, testing and maintenance is performed by an outside service company, the company shall be appropriately licensed in accordance with the California Business and Professions Code or by the California State Fire Marshal.

901.6.5 Additional records. All documentation generated during any scheduled inspection or test of any fire protection system, whether required or voluntarily installed, shall be forwarded to the fire code official within 21 calendar days after the date of the inspection or test.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.270 Section 901.7.7 - Added

****Section 901.7.7 of the CFC is added to read as follows***

901.7.7 Unless otherwise approved by the Fire Code Official, fire watch personnel shall be California licensed private security individuals with a minimum of two (2) individuals on duty at all times. Fire watch personnel shall be on duty 24 hours per day until the fire protection system has been returned to service.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.280 Section 901 - Added

****Section 901 of the CFC is amended to add Section 901.11 to read as follows:***

901.11 Fire Protection Features for Plant Processing and Extraction Facilities

901.11.1 Scope. This section applies to occupancies regulated by Chapter 39 of this Code.

901.11.2 Definitions.

901.11.2.1 Plant processing. Plant processing shall include all plant post-harvest operations, excluding retail sales of plant and related products.

901.11.2.2 Indoor cultivation. Indoor cultivation shall be defined as all nursery or cultivation conducted in other than Group U occupancies (greenhouses).

901.11.3 Fire Protection Systems. All buildings or portions thereof housing plant post-harvest or indoor cultivation operations shall be protected as defined in this section.

901.11.3.1 Fire Sprinklers. Fire sprinklers shall be installed in accordance with 901.11.3.1.1, 901.11.3.1.2, or 901.11.3.1.3

901.11.3.1.1 Fire sprinklers shall be installed in all buildings or portions thereof; such fire sprinkler systems shall be designed to Ordinary Group II design standards in the latest adopted edition of NFPA 13 and Section 903 of this code.

901.11.3.1.2 If the occupancy is classified as a Group H Occupancy the fire sprinkler system may be required to be designed and installed as an Extra Hazard fire sprinkler system

901.11.3.1.3 Where permitted by the fire code official and not otherwise required by this code or the CBC, fire sprinklers may be eliminated in approved buildings less than 500 square feet.

901.11.3.2 Fire Alarm Systems. Fire alarm systems shall be installed in all buildings or portions thereof; such fire alarm systems shall include both fire sprinkler system monitoring and complete occupant notification as specified in the latest adopted edition of NFPA 72 and Section 907 of this code.

901.11.3.3 Special Hazard Systems. Where specified by appropriate UL listings for extraction booths utilizing volatile solvents, dry chemical fire protection systems shall be installed according to the latest adopted edition of NFPA 17. If there is no UL listing for the extraction booth, a dry chemical fire protection system shall be installed.

901.11.3.4 Portable Fire Extinguishers. Portable fire extinguishers shall be installed in accordance with NFPA 10 and Section 906 of this code.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.360 Section 903.2 – Amended

****Section 903.2 of the CFC is deleted in its entirety and replaced with the following:***

903.2 Where required. Approved automatic sprinkler systems shall be provided in all new buildings and structures constructed, moved into, or relocated within the jurisdiction.

Exceptions:

- (1) Structures not classified as Group R occupancies and not more than five hundred (500) square feet in total floor area.
- (2) Detached agricultural buildings, as defined by this code and the CBC, located at least one hundred feet (100) from any other structure or the property line, whichever is closer.
- (3) Accessory structures not classified as R occupancies associated with existing non-sprinklered R-3 occupancies (one- or two-family dwellings) and less than one thousand five hundred (1500) square feet in total fire area.
- (4) Where an insufficient water supply exists to provide for an automatic fire sprinkler system and where the Fire Code Official permits alternate protection.

****Sections 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.3, 903.2.4, 903.2.4.1, 903.7.1, 903.7.3, 903.2.9, 903.2.9.1 and 903.2.9.2 of the CFC are amended as follows***

903.2.1.1 Group A-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.

903.2.1.2 Group A-2. Change five thousand (5,000) square feet to five hundred (500) square feet.

903.2.1.3 Group A-3. Change twelve thousand (12,000) square feet to five hundred (500) square feet.

903.2.1.4 Group A-4. Change twelve thousand (12,000) square feet to five hundred (500) square feet.

903.2.1.5 Group A-5. Change one thousand (1,000) square feet to five hundred (500) square feet.

903.2.3 Group E. Change twelve thousand (12,000) square feet to five hundred (500) square feet.

903.2.4 Group F-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.

903.2.4.1 Group F-1. Change two thousand five hundred (2,500) square feet for woodworking operations to five hundred (500) square feet.

903.2.7-1 Group M. Change twelve thousand (12,000) square feet to five hundred (500) square feet.

903.2.7-3 Group M. Change twenty-four thousand (24,000) square feet to five hundred (500) square feet.

903.2.9 Group S-1. Change twelve thousand (12,000) square feet to five hundred (500) square feet.

903.2.9.1 Repair Garages. Change ten thousand (10,000) square feet (2 story buildings) and twelve thousand (12,000) square feet (1 story buildings) to five hundred (500) square feet.

903.2.9.2 Bulk storage of tires. Change twenty thousand (20,000) cubic feet to five hundred (500) square feet.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.370 Section 903.2.8 – Amended

****Section 903.2.8 of the CFC, first paragraph is deleted in its entirety and replaced with the following. Exceptions remain unchanged.***

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided in all buildings with a Group R fire area, including, but not limited to, one- and two-

family dwellings, townhomes, and manufactured homes and mobile homes located outside of licensed mobile home parks hereafter constructed, moved into or relocated within the jurisdiction, including all additions to buildings already equipped with automatic fire sprinkler systems. (Exceptions remain per 2025 California Fire Code) (Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.380 Section 903.3.1.1.1 -5 – Added

**Section 903.3.1.1.1 of the CFC is amended to add Section 903.1.1.1-5 to read as follows*

903.3.1.1.1-5 Passenger elevator shafts or associated passenger elevator mechanical rooms, where elevator shafts are constructed with a 2-hour fire resistive method.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.390 Section 903.3.1.1.2 – Deleted

Section 903.3.1.1.2 is deleted in its entirety:

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.400 Section 903.3.1.2 – Amended

**Sections 903.3.1.2, 903.3.1.2.1, 903.3.1.2.2, 903.3.1.2.3, 903.1.2.4, 903.3.1.2.5, and 903.1.2.6 of the CFC are deleted in its entirety and replaced with the following:*

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies up to and including four stories in height shall be permitted to be installed throughout in accordance with NFPA 13R as amended in Chapter 47 of this Code.

903.3.1.2.1 Balconies and decks. Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units where the building is of Type V construction, provided there is a roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch to 6 inches below the structural members and a maximum distance of fourteen (14) inches below the deck of the exterior balconies and decks that are constructed of open wood joist construction.

903.3.1.2.2 Attics. Where NFPA 13R sprinkler systems are installed, all attic areas shall be provided with sprinkler protection in accordance with NFPA 13.

903.3.1.2.3 Sprinkler control valves. Where NFPA 13R sprinkler systems are installed, sprinkler system control valves shall be installed in accordance with NFPA 13.

903.3.1.2.4 Bathrooms. Automatic sprinklers shall be installed in all bathrooms, regardless of square footage, where an electrical receptacle is installed.

903.3.1.2.5 Accessible storage areas. Automatic sprinklers shall be installed in all accessible storage areas.

903.3.1.2.6 Under-stair spaces. Automatic sprinklers shall be installed in all under-stair spaces including all under-stair closets.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.410 Section 903.3.1.3 – Amended

**Section 903.3.1.3 of the CFC is deleted in its entirety and replaced with the following.*

903.3.1.3 NFPA 13D sprinkler systems. Automatic fire sprinkler systems installed in one and two-family dwellings, Group R-3 and R-4 congregate living facilities and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D. The requirements of this section supersede the requirements of the California Residential Code.

903.3.1.3.1 All fire sprinkler systems installed in one- and two-family dwellings shall be tested for leakage by undergoing a hydrostatic test made at 200 psi for two-hour duration.

903.3.1.3.2 Each water system supplying both domestic and fire protection systems shall have a single indicating-type control valve, arranged to shut off both the domestic and sprinkler systems. A separate shut-off valve for the domestic system only shall be permitted to be installed. The location of the control valve shall be approved by the fire code official.

903.3.1.3.3 Automatic sprinklers shall be installed in all bathrooms, regardless of square footage, where an electrical receptacle is installed.

903.3.1.3.4 Automatic sprinklers shall be installed in all attached garages and other accessory structures and in all garages and other accessory structures.

903.3.1.3.5 Automatic sprinklers shall be installed in all accessible storage areas.

903.3.1.3.5.1 Automatic sprinklers shall be installed in all under-stair spaces including all closets.

903.3.1.3.6 Local water flow alarms shall be provided on all sprinkler systems. Local water flow alarms shall be powered from the main kitchen refrigerator circuit. The local water flow alarm shall be clearly audible from within the master bedroom at an audibility level of not less than 75 dBa. Where no kitchen exists in the building, the water flow alarm shall be powered from the bathroom lighting circuit. Where required by the fire code official, interior audible notification appliances or additional water flow alarms may be required to be installed at locations specified by the fire code official.

903.3.1.3.7 Automatic fire sprinklers shall be installed to protect all furnaces and heating system appliances.

MARINA CITY FIRE CODE INTERPRETATION

With regards to requiring fire sprinkler installation in bathrooms,

Do rooms with toilets and/or bidets only and no electrical receptacles require fire sprinklers?

ANSWER: No unless they exceed the 55 square foot minimum in NFPA 13R and NFPA 13D.

Do rooms with showers only and no electrical receptacles require fire sprinklers?

ANSWER: No, unless they exceed the 55 square foot minimum in NFPA 13R and NFPA 13D

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.420 Section 903.3.10 – Amended

****Section 903.3.10 of the CFC is deleted in its entirety and replaced with the following.***

903.3.10 Floor control valves. Approved indicating control valves and water flow switches shall be provided at the point of connection to the riser on each floor in all buildings over one story in height and shall be individually annunciated as approved by the Fire Code Official.

15.32.430 Section 903.4.2 – Amended

****Section 903.4.2 of the CFC, first paragraph is deleted in its entirety and replaced with the following. Exceptions remain unchanged:***

903.4.2 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, remote supervising station or proprietary supervising station as defined in NFPA 72, or, when approved by the fire code official, shall sound an audible signal at a constantly attended location. The fire alarm system installed to transmit such signals shall be considered a building fire alarm system.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.440 Section 903.4.3 – Amended

****Section 903.4.3 of the CFC, first paragraph is deleted in its entirety and replaced with the following.***

903.4.3 Alarms. One exterior approved audible appliance shall be connected to every automatic sprinkler system in an approved location. Sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a building fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system. Interior alarm notification appliances shall be installed as required by Section 903.4.2.1.

903.4.3.1 Where an automatic fire sprinkler system is installed in a building with more than one tenant or with over 100 sprinkler heads, audible and visible notification appliances shall be installed throughout the building as follows:

a. Audible notification appliances shall be installed so as to be audible at 15 dBA above average sound pressure level throughout the building.

b. Visible notification appliances shall be installed in all public and common use areas, restrooms and corridors in accordance with the spacing requirements of NFPA 72.

c. Visible notification appliances can be eliminated in normally unoccupied portions of buildings where permitted by the fire code official.

EXCEPTION: The requirements of this section do not apply to Group R-3 Occupancies. (Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.450 Section 904.14.2 – Amended

Section 904.14.2 of the CFC is deleted in its entirety and replaced with the following:

904.14.2 System interconnection. The actuation of the fire extinguishing system shall automatically shut down all fuel and electrical power located under the hood, except for the electrical power to the exhaust air supply. The fuel and electrical supply reset shall be manual.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.460 Section 904.14.5.2 – Amended

****Section 904.14.5.2 of the CFC is deleted in its entirety and replaced with the following.***

904.14.5.2 Extinguishing system service. Automatic fire extinguishing systems shall be serviced by a CSLB licensed C-16 contractor or a CSFM licensed “A” licensee at least every six months and after any activation of the system. Inspection shall be performed by the owner at least monthly in accordance with the currently adopted edition of NFPA 17-A. The service contractor shall review the records of monthly inspections every six months, and deficiencies shall be reported to the fire code official. A service report shall be forwarded to the fire code official by the licensed service contractor within 15 days after every service on the appropriate AES form.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.470 Section 907.1.6 – Added

****Section 907 of the CFC is amended to add Section 907.1.6 to read as follows::***

907.1.6 Multiple Fire Alarm Systems. Multiple fire alarm systems within a single protected premises are not permitted, unless specifically authorized by the fire code official.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.480 Section 907.2 – Amended

****Section 907.2 Exception 1 of the CFC is deleted in its entirety and replaced with the following***

907.2 Exception 1. The manual fire alarm box is not required for fire alarm control units dedicated to elevator recall control.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025)

15.32.490 Section 907.6.4 - Amended

****Section 907.6.4 of the CFC is amended to add Section 907.6.4.0 to read as follows:***

907.6.4.0 Zone transmittal. Where required by the fire code official, fire alarm signals shall be transmitted by zone to the supervising station and retransmitted by zone to the public fire service communications center.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.500 Section 907.6.5– Amended

**Section 907.6.5 of the CFC is deleted in its entirety and replaced with the following.*

907.6.5 Access. Access shall be provided to each fire alarm system component for periodic inspection, maintenance, and testing.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.510 Section 907.6.6– Amended

**Section 907.6.6 of the CFC is deleted in its entirety and replaced with the following.*

907.6.6 Monitoring. Fire alarm systems, whether required by this chapter or the California Building Code or voluntarily installed, shall be monitored by an approved supervising station in accordance with NFPA 72 and this section.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.520 Section 907.6.6 is amended to add Section 907.6.6.0

**Section 907.6.6 of the CFC is amended to add Section 907.6.6.0 to read as follows:*

907.6.6.0 Means of communication. The use of either POTS or cable telephone lines with a digital alarm communicator transmitter shall not be permitted.

EXCEPTION. Where no other communications methods are available, the use of telephone lines shall be permitted to be used on a temporary basis not to exceed one year from the date of final acceptance test or until permitted alternate means of communications are available.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.530 Section 907.7.2– Amended

**Section 907.7.2 of the CFC is deleted in its entirety and replaced with the following*

907.7.2 Completion documents. The following documentation shall be provided at the time of acceptance testing for all fire alarm system installations:

1. A record of completion in accordance with NFPA 72.
2. A record of inspection and testing in accordance with NFPA 72.
3. A contractor's statement verifying that the system has been installed in accordance with the approved plans and specifications and has been 100% tested in accordance with NFPA 72.
4. A contractor's affidavit of personnel qualifications, indicating that all personnel involved with the installation of the fire alarm system meet the qualification requirements of the Fire Code Official.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.540 Section 907.8.2.1– Added

**Section 907.8.2.1 is added to read as follows:*

907.8.2.1 Testing of FACU Batteries. Batteries installed in the fire alarm control units and remote power supplies shall be verified for battery capacity based on the approved plans and battery calculations. It shall not be permitted to disconnect the system for 24 hours prior to an acceptance or reacceptance test to test the battery capacity.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.550 Section 1205.1.1– Amended

**Section 1205.1 of the CFC is amended to add Section 1205.1.1 to read as follows:*

1205.1.1 Signing and Marking. In addition to signing and marking requirements of the California Building Code and the California Residential Code, the following signing and marking is required:

1205.1.1.1 Main Panel Exterior Marking. A placard is required to be permanently affixed to the main service disconnect panel. The placard shall be red in color with white capital letters at least 1/2" in height and in a non-serif font, to read "SOLAR DISCONNECT INSIDE PANEL." The placard shall be constructed of weather-resistant, durable plastic with engraved letters, or other approved material.

1205.1.1.2 Circuit Disconnecting Means Marking. A permanent label is to be affixed adjacent to the circuit breaker controlling the inverter or other photovoltaic system electrical controller. The label shall have contrasting color capital letters at least 3/8" in height and in a non—serif font, to read "SOLAR DISCONNECT." The label shall be constructed of durable adhesive material or other approved material.

1205.1.1.3 Secondary Power Sources. Where photovoltaic systems are interconnected to battery systems, generator backup systems, or other secondary power systems, additional signage acceptable to the fire code official shall be required indicating the location of the secondary power source shutoff switch.

1205.1.1.4 Installer Information. Signage acceptable to the fire code official indicating the name and emergency telephone number of the installing contractor shall be required to be installed adjacent to the main disconnect.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025

15.32.560 Section 1205.2.1– Amended

**Section 1205.2 of the CFC is amended to add Section 1205.2.1.4 to read as follows:*

Section 1205.2.1, Exceptions 1 and 2 of the California Fire Code are deleted in their entirety.
(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025

15.32.570 Section 1205.2– Amended

**Section 1205.2 of the CFC is amended to add Section 1205.2.1.4 to read as follows:*

1205.2.1.4 Hip and Valley Layout. Hip and Valley Layouts. Modules shall be located no closer than one and one-half feet (1-1/2') to a hip or valley if modules are to be placed on both sides of a hip or valley. Where modules are located on only one side of a hip or valley that is of equal length, the modules shall be permitted to be placed directly adjacent to the hip or valley.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025

15.32.580 Section 1206– Amended

**Section 1206 of the CFC is amended to add Section 1206.14 to read as follows:*

1206.14 Where stationary fuel cell power systems are installed inside any structure, signage acceptable to the fire code official shall be required indicating the location of the stationary fuel cell power system. Placarding shall be required to read "FUEL CELL" in block letters 6" high with a 3/4" stroke on a contrasting background.

(Ord. 2025-____§ 1 (Exh. A (15) (part)), 2025

15.32.590 Section 1207.4.1.1– Added

**Section 1207.4.1.1 is added to the CFC to read as follows:*

1207.4.1 .1 Energy storage systems (ESS) disconnects shall be located at or adjacent to the main electrical panel with appropriate placarding showing location of equipment and all shutdowns.

15.32.600 Section 1207– Amended

**Section 1207 of the CFC is amended to add Section 1207.4.8-6 to read as follows:*

1207.4.8-6 Where battery energy storage systems are installed inside any structure, signage acceptable to the fire code official shall be required indicating the location of the battery energy storage system. Placarding shall be required to read “BESS” in block letters 6” high with a ¾” stroke on a contrasting background.

15.32.610 Section 3905– Amended

**Section 3905 of the CFC is amended to add Section 3905.4 to read as follows:*

3905.4. Fire Protection Systems. Fire protection systems in occupancies regulated by this chapter shall be in accordance with Section 901.11 of this Code.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.850 Section 5609.0 added

Section 5609.0 is added to Chapter 56 of the California Fire Code to read as follows:

5609.0 Safe and Sane Fireworks Permitted. Notwithstanding the foregoing provision of law, safe and sane fireworks, as defined by the California Health and Safety Code or regulations issued by the Office of the State Fire Marshal, may be sold and discharged within the City during the period from 12:00 o’clock noon on June 28 to and until 11:59 p.m. on July 4 of each year, pursuant to the provisions of this ordinance and not otherwise.

No fireworks shall be sold, or offered for sale, discharged, or possessed within the city of Marina that are classified by the California Health and Safety Code as a dangerous firework. Any property owner that allows the willful possession, sale or discharge of illegal or dangerous fireworks shall be held responsible and subject to a citation resulting in a fine, imprisonment or both. Any person in possession of illegal or dangerous fireworks shall be held responsible and subject to a citation resulting in a fine, imprisonment or both, all fireworks shall be confiscated.

The safe and sane firework known as a “Piccolo Pete”, “Whistling Phantom”, or similar type of whistling fountain shall not be sold or discharged within the city of Marina.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.860 Section 5609.1 added

Section 5609.1 is added to Chapter 56 of the California Fire Code to read as follows:

5609.1 Sale Permit Required. No person, co-partnership, partnership, organization, or group shall sell safe and sane fireworks within the City without first having applied for and received a permit therefor in compliance with the terms of this ordinance. Upon receipt of a written application for a permit pursuant to this ordinance, the city manager shall direct the Fire Chief to cause an investigation to be made and make a report to the city manager of ~~his~~their findings and ~~his~~their recommendations for or against the issuance of a permit, together with ~~his~~their reasons therefor. After the receipt of such report and recommendations, the City Manager shall have the power, in ~~his~~their discretion, to grant or deny the application. The denial of an application may be appealed to the City council by a written notice of appeal filed with the city clerk within five (5) business days after notice of the city manager’s action. Any permit granted by the city manager may be subject to such reasonable conditions and restrictions as may be imposed by the city manager, and such conditions and restrictions shall be complied with by the permittee.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.870 Section 5609.1.2 added.

Section 5609.1.2 is added to Chapter 56 of the California Fire Code to read as follows:

5609.1.2 Permittees. The sale of “safe and sane” fireworks within the city is allowed by non-profit agency, certified by the Secretary of the State of California or the Internal Revenue

Service, that is based in the City of Marina and having a mailing address within the city of Marina and whose primary purpose is to benefit the youth and adults that live in the city of Marina. No permit for the sale of safe and sane fireworks shall be issued to any person, corporation, partnership, organization or group which has not been in business or in operation within the City for at least one (1) year continuously preceding the filing of the application. Being in business shall require the prior payment of a business license fee to the City. An organization or group shall be deemed to be in operation if it has a principal and permanent meeting place in the City, holds regular business meetings at that location and has a bona fide membership of at least twenty (20) members.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.880 Section 5609.1.3 added.

Section 5609.1.3 is added to Chapter 56 of the California Fire Code to read as follows:

5609.1.3. Application for Permit. Application for a permit to sell safe and sane fireworks shall:

- a) Be made in writing.
- b) Be filed with the Fire Chief on or prior to May 1 of each year.
- c) Set forth the proposed location of all fireworks stands, and the dimensions thereof.
- d) Be accompanied by an assurance that if a permit is issued the applicant, at the time of receipt of such permit, shall deliver to the city manager satisfactory evidence of an insurance policy with \$50,000/100,000 public liability and \$10,000 property damage coverages, with a rider attached to the policy designating the City and its agents and employees as additional insured thereunder.
- e) Be accompanied by an assurance that if a permit is issued the applicant, at the time of receipt of such permit, shall deposit \$100.00 ~~cash with the city clerk~~, which ~~deposit~~ shall be refunded to the permittee after the permit period has ended, if said permittee has complied with all applicable provisions of law for the sale of fireworks, but to be forfeited and retained by the City in the event of noncompliance with such law;
- f) Be accompanied by a ~~nonrefundable~~ non-refundable application fee as specified in Chapter 3 of the Marina Municipal Code; and
- g) Shall contain the following information: name and address of the applicant; applicant's business or organization status; the date the applicant was organized or first conducted business; the names and addresses of applicant's officers, if any; the location of applicant's principal and permanent place of business or meeting; the location where applicant will sell and store fireworks; and the applicant's State Board of Equalization Sales Tax Permit Number.

Provided the above requirements are met, permits shall be granted on a first-applied for, first-granted basis. Applicants for permits hereunder shall be notified by the Fire Chief or ~~his or her~~ their designee of the granting or denial of their application for a permit on or before the first day of June each year.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.890 Section 5609.1.4 added.

Section 5609.1.4 is added to Chapter 56 of the California Fire Code to read as follows:

5609.1.4 Fireworks Stands, Regulations. All retail sales of safe and sane fireworks shall be permitted only from within temporary fireworks stand, and the sale from any other building or structure is prohibited. Such stands shall be subject to the following regulations:

- a) No person, corporation, partnership, organization, or group other than the designated permittee shall operate the stand for which a permit is issued or share or otherwise participate in the profits from the operation of such stand.
- b) No person other than individuals who are employees of the permittee or members of a permittee organization or group, or the spouses or children, eighteen years or older, of such persons, shall sell or otherwise participate in the sale of fireworks at such stand.

- c) Fireworks stands shall comply with the provisions of the Building Code of the City, and all stands shall be erected under the supervision of the building official, who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons. An electrical permit and compliance with electrical codes are required.
 - d) If, in the judgment of the building official or fire department inspector, the construction of the stands or the conduct of the operators therein does not conform to the provisions of this ordinance, such officer may order the stands immediately closed.
 - e) No person shall be allowed in the interior of the stands except those directly employed in the sale of fireworks.
 - f) There shall be at least one supervisor, twenty-one (21) years of age or older, on duty at all times. There shall be no sale of fireworks to persons under sixteen (16) years of age.
 - g) No stand shall be placed closer than thirty (30) feet to any other building.
 - h) NO SMOKING signs shall be prominently displayed both inside and outside the stand. No smoking shall be permitted within the stand, or within five (5) feet of the stand.
 - i) All weeds and combustible material shall be cleared from the location of the stand. No rubbish shall be allowed to accumulate in or around any fireworks stand, nor shall a fire nuisance be permitted to exist.
 - j) No stand shall be erected before June 15th of any year. The premises on which the stand is erected shall be cleared of all structures and debris not later than noon of the 12th day of July following.
 - k) All stands must be equipped with at least one 2 1/2-gallon water pressure type extinguisher for each exit in the stand. Each fire extinguisher shall have a current State Fire Marshal tag affixed and have been serviced within the last year.
 - l) Each stand in excess of twenty (20) feet in length must have at least two (2) exits; and each stand in excess of forty (40) feet in length must have at least three (3) exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between exits exceed twenty (20) feet.
 - m) No stand shall be constructed with a depth of more than twelve (12) feet.
 - n) All unsold safe and sane fireworks shall be returned to the wholesaler not later than the eighth (8) day of July.
 - o) Fireworks shall be stored only in a metal type Conex container and be equipped with a lock for overnight storage at the firework stand location. No fireworks shall be stored in the temporary fireworks stands when the stand is not occupied and not in operation.
 - p) In addition to the above, the permittee shall also conform to all regulations relating to the storage and sale of fireworks as set forth in the California Health and Safety Code and the Fireworks Rules and Regulations of the State Fire Marshal.
 - q) No one shall possess, use, or sell dangerous or illegal fireworks from the stand or near the stand. Violation of this section shall cause for immediately revoking the Fire Department permit and the stand will be shut down.
 - r) No Fireworks shall be sold or discharged on the Marina Municipal Airport property, except by approval of the City's Fire Chief during a City-sponsored event in an area designated by the Chief. Such fireworks must be certified as "safe and sane" by the State Fire Marshal's Office.
- (Ord. 2025-___ § 1 (Exh. A (15) (part)), 2025)

15.32.900 Section 5609.1.5 added.

Section 5609.1.5 is added to Chapter 56 of the California Fire Code to read as follows:

a. 5609.1.5 NUMBER OF FIREWORK STAND PERMITS.

- (a) Firework stand permits shall be limited to one (1) permit being available for firework stands in the City per every three thousand (3,000) in City population.
- (b) As the population of the City increases, the then current limit on the number of permits for any calendar year shall be increased by one (1) permit per every three thousand

(3,000) in additional City population. Population to be determined using the then current State of California Department of Finance, Demographic Research Unit's Population Estimates for California cities.

(Ord. 2025-____ § 1 (Exh. A (15) (part)), 2025)

15.32.920 Appendix MC adopted and added.

Appendix MC is adopted and added to read:

APPENDIX MC: STANDARD FIRE CONDITIONS FOR SINGLE FAMILY DWELLINGS

SECTION MC101 GENERAL

MC101.1 Scope. Applications for the construction or remodel of single family dwellings, including one- and two-family dwellings, townhomes, modular and manufactured homes, and mobile homes outside of established mobile home parks, shall be subject to the fire conditions in this appendix when conditioned by the Fire Code Official.

MC101.2 Conflicting sections. Where provisions in this appendix conflict with other sections of this Code or other appendices, the provisions of this appendix shall prevail unless otherwise directed by the Fire Code Official.

SECTION MC102 ROADS

MC102.1 General. These conditions will be used primarily when conditioning a subdivision or other project that requires roads. Roads identified in this Section are vehicular access to more than two (2) parcels; more than four (4) residential units; or access to any industrial or commercial occupancy. Includes public and private streets and lanes.

MC102.2 Road access. (FIRE 001). Access roads shall be required for every building when any portion of the exterior wall of the first story is located more than one hundred fifty (150) feet from fire department access. All roads shall be constructed to provide a minimum of two (2) ten (10) feet wide traffic lanes with an unobstructed vertical clearance of not less than fifteen (15) feet. The roadway surface shall provide unobstructed access to conventional drive vehicles including sedans and fire apparatus and shall be an all-weather surface designed to support the imposed load of fire apparatus (75,000 pounds). Each road shall have an approved name.

MC102.3 Roadway engineering. (FIRE 002). The grade for all roads shall not exceed fifteen percent (15%) with a maximum side slope of five percent (5%). Where road grades are 8 percent (8%) or less, an all-weather aggregate base is required at a minimum or as required in other sections of the Monterey County Code. Where road grades exceed eight percent (8%), a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The length of vertical curves in roadways, exclusive of gutters, ditches and drainage structures designed to hold or divert water, shall not be less than one hundred (100) feet. No roadway turn shall have a horizontal inside radius of less than fifty (50) feet. A roadway turn radius of fifty (50) to one hundred (100) feet is required to have an additional four (4) feet of roadway surface. A roadway turn radius of one hundred (100) to two hundred (200) feet is required to have an additional two (2) feet of roadway surface. Roadway turnarounds shall be required on dead-end roads in excess of one hundred fifty (150) feet of surface length. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

MC102.4 Dead end roads.

MC102.4.1 Parcels less than one acre. (FIRE 003). For parcels less than one acre, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed eight hundred (800) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have a turnaround constructed at its terminus. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the “T” shall be a minimum of sixty (60) feet in length.

MC102.4.2 Parcels greater than one acre and not exceeding five acres (FIRE 004). For parcels greater than one acre and not exceeding five acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed one thousand three hundred twenty (1,320) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have a turnaround constructed at its terminus. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the “T” shall be a minimum of sixty (60) feet in length

MC102.4.3 Parcels greater than five acres and not exceeding twenty (20) acres. (FIRE 005). For parcels greater than five acres and not exceeding twenty (20) acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed two thousand six hundred forty (2,640) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have turnarounds at its terminus and at no greater than one thousand three hundred twenty (1,320) foot intervals. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the “T” shall be a minimum of sixty (60) feet in length.

MC102.4.4 Parcels greater than twenty (20) acres. (FIRE 006). For parcels greater than twenty (20) acres, the maximum length of a dead-end road, including all dead-end roads accessed from that dead-end road, shall not exceed five thousand two hundred eighty (5,280) feet. All dead-end road lengths shall be measured from the edge of the roadway surface at the intersection that begins the road to the end of the road surface at its furthest point. Where a dead-end road serves parcels of differing sizes, the shortest allowable length shall apply. Each dead-end road shall have turnarounds at its terminus and at no greater than one thousand three hundred twenty (1,320)-foot intervals. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the road. If a hammerhead/T is used, the top of the “T” shall be a minimum of sixty (60) feet in length.

SECTION MC103 DRIVEWAYS, GATES, AND BRIDGES

MC103.1 Driveways. (FIRE 007). Driveway identified in this Section is defined as a vehicle access that serves up to two (2) parcels with no more than two (2) residential units and any number on non-commercial or industrial buildings on each parcel. Driveways shall not be less than twelve (12) feet wide traffic lane and minimum fourteen (14) feet wide unobstructed clearance, with an unobstructed vertical clearance of not less than fifteen (15) feet. The grade for all driveways shall not exceed fifteen percent (15%) with a maximum side slope of five percent (5%). Where driveway grades are eight percent (8%) or less, an all-weather surface such as an aggregate base shall meet

minimum fire requirements. Other types of material for driveways may be required by Monterey County Code. Where the grade exceeds eight percent (8%), a minimum structural roadway surface of 0.17 feet of asphaltic concrete on 0.34 feet of aggregate base shall be required. The driveway surface shall be capable of supporting the imposed load of fire apparatus forty thousand (40,000) pounds, and be accessible by conventional-drive vehicles, including sedans. For driveways with turns ninety (90) degrees and less, the minimum horizontal inside radius of curvature shall be twenty-five (25) feet. For driveways with turns greater than ninety (90) degrees, the minimum horizontal inside radius curvature shall be twenty-eight (28) feet. For all driveway turns, an additional surface of four (4) feet shall be added. All driveways exceeding one hundred fifty (150) feet in length, but less than eight hundred (800) feet in length, shall provide a turnout near the midpoint of the driveway. Where the driveway exceeds eight hundred (800) feet, turnouts shall be provided at no greater than four hundred (400)-foot intervals. Turnouts shall be a minimum of twelve (12) feet wide and thirty (30) feet long with a minimum of twenty (25) foot taper at both ends. Turnarounds shall be required on driveways in excess of one hundred fifty (150) feet of surface length and shall be thirty (30) feet long with a minimum twenty-five (25) foot taper at both ends. Turnarounds shall be required on driveways in excess of one hundred fifty (150) feet of surface length and shall be located within fifty (50) feet of the primary building. The minimum turning radius for a turnaround shall be forty (40) feet from the center line of the driveway. If a hammerhead/T is used, the top of the "T" shall be a minimum of sixty (60) feet in length.

MC103.2 Gates. (FIRE 008). All gates providing access from a road to a driveway shall be located at least thirty (30) feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Gate entrances shall be at least two (2) feet wider than the width of the traffic lane but in no case be less than fourteen (14) feet wide unobstructed and unobstructed vertical clearance of fifteen (15) feet. Where a one-way road with a single traffic lane provides access to a gated entrance, a forty (40) foot turning radius shall be used. Where gates are to be locked, the installation of a key box or other acceptable means for immediate access by emergency equipment may be required.

MC103.3 Bridges. (FIRE 009). All new and reconstructed bridges shall be at least the width of the roadbed and berms, but in no case less than twelve (12) feet wide. Bridge width on all roads exceeding tertiary standards shall not be less than the width of the two lanes with berms. All bridges shall be designed for HS15-44 loading and have guardrails. Appropriate signage, including but not limited to, weight ratings or vertical clearance limitations, and one-way road or single-lane road conditions, shall be provided at both entrances to any bridge. One-lane bridges may be permitted if there is unobstructed visibility across the entire bridge, and turnouts are provided at both bridge ends. The fire authority may impose more stringent requirements for bridges.

SECTION MC104 SIGNS AND ADDRESSES

MC104.1 Road signs. (FIRE 010). All newly constructed or approved roads and streets shall be designated by names or numbers, posted on signs clearly visible and legible from the roadway. Size of letters, numbers and symbols for street and road signs shall be a minimum four-inch letter height, ½-inch stroke, and shall be a color that is reflective and clearly contrasts with the background color of the sign. All numerals shall be Arabic. Street and road signs shall be non-combustible and shall be visible and legible from both directions of vehicle travel for a distance of at least one hundred (100) feet. Height, visibility, legibility, and orientation of street and road signs shall be meet the provisions of the jurisdiction. This section does not require any entity to rename or renumber existing roads or streets, nor shall a roadway providing access only to a single commercial or industrial occupancy require naming or numbering. Signs required under this section identifying intersecting roads, streets and private lanes shall be placed at the intersection of those roads, streets and/or private lanes. Signs identifying traffic access or flow limitations (i.e.,

weight or vertical clearance limitations, dead-end road, one-way road or single lane conditions, etc.) shall be placed: (a) at the intersection preceding the traffic access limitation; and (b) not more than one hundred (100) feet before such traffic access limitation. Road, street and private lane signs required by this article shall be installed prior to final acceptance of road improvements by the Fire Code Official.

MC104.2 Addresses for buildings. (FIRE 011). All buildings shall be issued an address in accordance with jurisdictional requirements. Each occupancy, including detached accessory dwelling units (ADU), except accessory buildings, shall have its own permanently posted address. When multiple occupancies exist within a single building, each individual occupancy shall be separately identified by its own address. Letters, numbers and symbols for addresses shall be a minimum of four-inch (4") height, 1/2-inch stroke, contrasting with the background color of the sign, and shall be Arabic. The sign and numbers shall be reflective and made of a noncombustible material. Address signs shall be placed at each driveway entrance and at each driveway split. Address signs shall be and visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter. Address signs along one-way roads shall be visible from both directions of travel. Where multiple addresses are required at a single driveway, they shall be mounted on a single sign. Where a roadway provides access solely to a single commercial occupancy, the address sign shall be placed at the nearest road intersection providing access to that site. Permanent address numbers shall be posted prior to requesting final clearance.

SECTION MC105 WATER SUPPLY

MC105.1 Water systems. (FIRE 012). The provisions of this condition shall apply when new parcels are approved by a local jurisdiction. The emergency water system shall be available on-site prior to the completion of road construction, where a community water system is approved, or prior to the completion of building construction, where an individual system is approved. Approved water systems shall be installed and made serviceable prior to the time of construction. Water systems constructed, extended or modified to serve a new development, a change of use, or an intensification of use, shall be designed to meet, in addition to average daily demand, NFPA Standard 1142 or other adopted standards. The quantity of water required pursuant to this chapter shall be in addition to the domestic demand and shall be permanently and immediately available.

MC105.2 (RESERVED) (FIRE 013).

MC105.3 Single parcel fire protection water supply. (FIRE 014). For development of structures totaling less than three thousand (3,000) square feet on a single parcel, the minimum fire protection water supply shall be four thousand nine hundred (4,900) gallons. For development of structures totaling three thousand (3,000) square feet or more on a single parcel, the minimum fire protection water supply shall be nine thousand eight hundred (9,800) gallons. For development of structures totaling more than ten thousand (10,000) square feet on a single parcel, the reviewing authority may require additional fire protection water supply. Other water supply alternatives, including ISO Rural Class 8 mobile water systems, may be permitted by the fire authority to provide for the same practical effect. The quantity of water required by this condition shall be in addition to the domestic demand and shall be permanently and immediately available.

MC105.4 Fire hydrants and valves. (FIRE 015). A fire hydrant or fire valve is required. The hydrant or fire valve shall be eighteen (18) inches above grade, eight feet from flammable vegetation, no closer than four feet nor further than twelve (12) feet from a roadway, and in a location where fire apparatus using it will not block the roadway. The hydrant serving any building shall be not less than fifty (50) feet and not more than one thousand (1,000) feet by road from the

building it is to serve. Minimum hydrant standards shall include a brass head and valve with at least one 2 1/2-inch National Hose outlet supplied by a minimum four inch main and riser. More restrictive hydrant requirements may be applied by the Reviewing Authority. Each hydrant/valve shall be identified with a reflectorized blue marker, with minimum dimensions of three inches, located on the driveway address sign, non-combustible post or fire hydrant riser. If used, the post shall be within three feet of the hydrant/valve, with the blue marker not less than three feet or greater than five feet above the ground, visible from the driveway. On paved roads or driveways, reflectorized blue markers shall be permitted to be installed in accordance with the State Fire Marshal's Guidelines for Fire Hydrant Markings Along State Highways and Freeways, May 1988.

SECTION MC106 SETBACKS

MC106.1 Setbacks. (FIRE 016). Except as permitted by the fire code official, all parcels one acre and larger shall provide a minimum thirty (30) foot setback for new buildings and accessory buildings from all property lines and/or the center of the road. For parcels less than one-acre, alternate fuel modification standards or other requirements may be imposed by the Fire Code Official to provide the same practical effect.

SECTION MC107 VEGETATION AND DEBRIS DISPOSAL

MC107.1 Disposition of vegetation and debris fuels. (FIRE 017). Disposal, including chipping, burying, or removal to a landfill site approved by the local jurisdiction, of vegetation and debris caused by site development and construction, road and driveway construction, and fuel modification shall be completed prior to final clearance of the related permit.

SECTION MC108 GREENBELTS

MC108.1 Greenbelts. (FIRE 018). Subdivisions and other developments, which propose greenbelts as a part of the development plan, shall locate said greenbelts strategically as a separation between wild land fuels and structures. The locations shall be approved by the Fire Code Official.

SECTION MC109 DEFENSIBLE SPACE

MC109.1 Standard defensible space requirements. (FIRE 019). Defensible space requirements shall meet Section 4291 of the Public Resources Code or the Monterey County Code, whichever is more restrictive. Additional or alternate fire protection approved by the Fire Code Official may be required to provide reasonable fire safety. Environmentally sensitive areas may require alternative fire protection, to be determined by the Fire Code Official and other jurisdictional authorities.

MC109.2 (RESERVED) (FIRE 020).

SECTION MC110 FIRE PROTECTION SYSTEMS

MC110.1 Residential fire sprinkler systems (Standard). (FIRE 021). The building(s) and attached structure(s) shall be fully protected with automatic fire sprinkler system(s). Installation shall be in accordance with the applicable NFPA standard. A minimum of four sets of plans for fire sprinkler systems must be submitted by a California licensed C-16 contractor and approved prior to installation. This requirement is not intended to delay issuance of a building permit. A rough sprinkler inspection must be scheduled by the installing contractor and completed prior to requesting a framing inspection.

MC110.2 (RESERVED) (FIRE 022).

MC110.3 (RESERVED) (FIRE 023).

MC110.4 Residential fire alarm systems. (FIRE 024). The residence shall be fully protected with an approved household fire warning system as defined by NFPA 72. Plans and specifications for the household fire warning system shall be submitted by a California licensed C-10 contractor and approved prior to installation. Household fire warning systems installed in lieu of single-station smoke alarms required by the California Residential Code shall meet the requirements of the California Residential Code.

MC110.5 (RESERVED) (FIRE 025).
(Ord. 2025-_____ § 1 (Exh. A (15) (part)), 2025)

1975361.2

Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 10/9/2025 3:38:01 PM	
Style name: Default Style	
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Original filename: BuildingCodeOrdinance 2025 (rao) Clean.doc	
Modified filename: 11a - BuildingCodeOrdinance 2025 (Revised after Council).docx	
Changes:	
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<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	42

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

**CITY COUCNIL TO CONSIDER OPENING A PUBLIC HEARING,
TAKE ANY TESTIMONY FROM THE PUBLIC, AND CONSIDER
INTRODUCING ORDINANCE NO. 2025-, AMENDING MARINA
MUNICIPAL CODE SECTION 6.04.120 REGARDING KENNEL AND
DOG HOSPITAL LICENSES**

RECOMMENDATION:

It is recommended that the City Council consider:

1. Consider opening a public hearing, and;
2. Consider introducing Ordinance No. 2025-, amending Municipal Code, Title 6, Chapter 6.04, Section 6.04.120, regarding “Kennel and Dog Hospital Licenses”.
(EXHIBIT A)

BACKGROUND:

The City Council previously passed an animal control ordinance on November 17, 1998, which was codified in the Marina Municipal Code under Title 6, Chapter 6.04. The ordinance has not been updated since that time. The current code under Chapter 6.04, Sections 6.04.010 and 6.04.120, as written, provides definitions and specific fees related to kennel and dog hospital licensing that are outdated and in need of revision to come in line with current fees and practices.

ANALYSIS:

In 2024, City staff performed a review of the schedule of fees currently charged by the city for various services, permits, and licenses provided to residents and businesses withing the city. During that review, staff learned that fee amounts established for obtaining a kennel license when the original ordinance was written in 1998 were specifically stated in the code. The fees directly stated in the municipal code have changed over the years and are no longer in agreement with the city’s current fee schedule.

Under the current municipal code language, any person housing five or more dogs at their residential location may apply for a kennel license and pay a fee of \$15.00 in total per year, regardless of the number of dogs in their care over the minimum of four animals. A resident having four dogs or less is currently required to pay \$25.00 per dog per year as they are ineligible for a kennel license under the codified definition. The fee for a kennel license under the city’s current fee schedule is set at \$864.00, which causes confusion due to the discrepancy in what is specified in the municipal code and the fee schedule.

Staff also found there was discrepancy between the definition of a “kennel” in Marina Municipal Code §6.04.010, and the provisions for obtaining a kennel license under §6.04.120.

Marina Municipal Code §6.04.010 defines a kennel as follows:

“Kennel” means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

Marina Municipal Code §6.04.120(A) states:

Notwithstanding provisions in this chapter to the contrary, any person owning, or having charge, care or control over five or more dogs, which dogs have been vaccinated as hereinabove required, may obtain a kennel license at an annual license fee of fifteen dollars as established by resolution of the city council, in lieu of a license for each dog.

Marina Municipal Code §6.04.120(B) states:

Each commercial kennel or dog hospital shall pay a license fee of five dollars per year as established by resolution of the city council, which license fee shall be in lieu of licenses for all dogs temporarily in such kennel and not owned by the person or persons operating such kennel or hospital.

Staff analysis is that while Marina Municipal Code §6.04.010 only allows kennel licenses to be issued to commercial kennel businesses, Marina Municipal Code §6.04.120 currently allows any resident to have five or more personally owned dogs housed at their residence for non-commercial purposes to apply for a kennel license. Section 6.04.120 allows the kennel applicant to pay a single fee for a kennel license without meeting the codified definition of a kennel under section 6.04.010. Additionally, both subsections of Marina Municipal Code §6.04.120 are outdated with specific fees stated that are not in line with the current fee schedule adopted by the City Council.

Furthermore, Marina Municipal Code Section 6.04.010 provides for definitions used within Chapter 6.04, but it does not define the term “dog hospital”. Instead, it defines the term “Veterinary hospital”. Staff is recommending the defined term “Veterinary hospital” be used in Marina Municipal Code Section 6.04.120 for clarity of meaning with respect to licensing.

To bring the municipal code into agreement with the current city fee schedule, staff is recommending the language of Marina Municipal Code §6.04.120(B) be repealed, and the language of §6.04.120(A) be replaced in its entirety with the following language:

A. Notwithstanding provisions in this chapter to the contrary, each veterinary hospital or kennel as defined in this chapter, may obtain a kennel license at an annual license fee as set forth in the City of Marina Fee Schedule adopted by resolution of the city council in lieu of a license for each dog under their custody or control.

**** Subsequent subsections should be renumbered as required for continuity.**

Taking this action would remove the contradictory and confusing language regarding animal kennels in the city. It creates a single definition of a kennel being a commercial business involved in boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats. Those residents owning more than four dogs would be required to pay the current dog license fee (\$25 per animal, if spayed or neutered/\$100 per animal, if not), which is significantly lower than the current kennel license fee under the city’s fee schedule. This action would also remove the outdated language regarding specific fee amounts for kennel and veterinary hospital licenses and brings the code back in line with the amount adopted in the city’s fee schedule.

FISCAL IMPACT:

The exact fiscal impact of these recommendations is unknown. They could produce a slight increase in revenue from updated kennel license fees paid to the city. The city currently has not issued any commercial kennel licenses, and it is unknown whether any new licenses will be issued in the future. Since there are currently no issued kennel licenses, no loss of revenue is anticipated from these recommendations.

CONCLUSION:

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

Respectfully submitted,

Scott Clegg
Management Analyst
Police Department
City of Marina

REVIEWED/CONCUR:

Randy Hopkins
Chief of Police
City of Marina

Layne Long
City Manager
City of Marina

ORDINANCE 2025-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MARINA AMENDING
SECTION 6.04.120 OF THE MARINA MUNICIPAL CODE REGARDING KENNEL
AND DOG HOSPITAL LICENSES**

WHEREAS, Marina Municipal Code Title 6, Chapter 6.04, and related subsections were first adopted by the Marina City Council on November 17, 1998 and have not be updated since that time; and

WHEREAS, Marina Municipal Code Section 6.04.120(A) provides that any person who owns, or has care and custody of, five or more dogs may apply for a kennel license, which is in conflict with Marina Municipal Code Section 6.04.010, which defines a kennel as “any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.”; and

WHEREAS, Marina Municipal Code Section 6.04.010 does not define the term “dog hospital” as used in section 6.04.120, but instead defines the term “Veterinary hospital”; and

WHEREAS, Marina Municipal Code Section 6.04.120(A) provides for a specific “kennel” license fee of \$15.00 per kennel per year, and a specific “dog hospital” license fee of \$5.00 per hospital per year, which are both outdated and in conflict with the city’s current fee schedule; and

WHEREAS, the City Council of the City of Marina desires to update the Marina Municipal Code to eliminate the aforementioned inconsistencies, and to bring stated fees in line with actual current fee rates adopted under prior resolution.

NOW, THEREFORE, the City Council of the City of Marina does find and ordain as follows:

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. Amendment of the Code. Marina Municipal Code Section 6.04.120 – Kennel and dog hospital licenses, is amended, and shall read as follows, with additions shown in italicized, bold text, and deletions shown in strike-out text:

6.04.120 Kennel and ~~dog~~ ***Veterinary*** hospital licenses.

A. Notwithstanding provisions in this chapter to the contrary, ~~any person owning, or having charge, care or control over five or more dogs, which dogs have been vaccinated as hereinabove required,~~ ***each veterinary hospital or kennel as defined in this chapter,*** may obtain a kennel license at an annual license fee ~~of fifteen dollars as established~~ ***as set forth in the City of Marina Fee Schedule*** adopted by resolution of the city council, in lieu of a license for each dog ***under their custody or control.***

SECTION 3. Repealed/Renumbered. Marina Municipal Code Section 6.04.120(B) is effectively incorporated into the amended version of Marina Municipal Code Section 6.04.120(A) and is therefore repealed. Sections 6.04.120(C) and 6.04.120(D) are therefore renumbered to 6.04.120(B) and (C), respectively.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Marina duly held on October 21, 2025, and was passed and adopted at a regular meeting duly held on November 4, 2025, by the following vote:

AYES, COUNCIL MEMBERS:

NOES, COUNCIL MEMBERS:

ABSENT, COUNCIL MEMBERS:

ABSTAIN, COUNCIL MEMBERS:

Bruce Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

**CITY COUNCIL TO CONSIDER ADOPTING RESOLUTION NO. 2025-,
AUTHORIZING THE RELEASE OF A REQUEST FOR PROPOSALS
WITH PROPOSED LABOR STANDARDS TO QUALIFIED FIRMS FOR
CONSTRUCTION MANAGER-AT-RISK SERVICES FOR THE
RECREATION AND AQUATICS CENTER PROJECT**

REQUEST: It is requested that the City Council consider:

1. Adopting Resolution 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.

BACKGROUND:

The City of Marina has been actively working to convert former Fort Ord facilities into a state-of-the-art Recreation & Aquatics Center to serve the community's recreational needs. Extensive public outreach efforts, including multiple community meetings, have been conducted to gather input and incorporate community preferences into the project's design.

In collaboration with COAR Design Group, staff has advanced the architectural and structural plans to approximately 65% completion. To manage the scope and costs associated with this large-scale project while maintaining quality standards, staff and the design team identified the Construction Manager-At-Risk (CMAR) as the most suitable project delivery method.

The CMAR approach involves hiring a construction manager early in the design phase, who acts as a consultant to provide cost estimates and constructability input. Subsequently, the CMAR becomes the general contractor, offering a guaranteed maximum price (GMP), which provides cost certainty and shifts the financial risk to the construction manager. This method is particularly advantageous for complex projects like this, offering benefits such as early collaboration and risk mitigation.

At the September 3rd City Council meeting, staff presented the CMAR plan and requested authorization to issue the RFP. The Council approved the updated design and authorized the use of the CMAR process. Additionally, the Council requested staff to return with labor standards to be included in the RFP, aligning with local labor practices and fair wage requirements.

Staff has since reviewed the labor standards suggested by the Carpenters Union, recommending an expansion of these standards to cover all trades, ensuring compliance with prevailing wage laws and apprenticeship requirements approved by the State of California. The recommended standards also incorporate a health benefits requirement aligned with AB 2011, ensuring contractor expenditures on employee health care meet specified standards, detailed further in **EXHIBIT A**.

ANALYSIS:

The selection of the CMAR delivery method is supported by its proven benefits for large, complex projects like the Recreation & Aquatics Center. Early engagement of the construction manager facilitates more accurate cost estimating and constructability reviews, which can lead to cost savings and schedule efficiencies.

The labor standards proposed aim to promote fair wages and benefits for all workers involved in the project. Expanding these standards to encompass all trades ensures consistency and fairness across the project workforce, while adherence to prevailing wages and apprenticeship requirements promotes local economic development and workforce development.

The health benefits requirement, derived from AB 2011, ensures that contractors contribute to employee healthcare, improving worker wellbeing and adherence to state standards. These standards, detailed in Exhibit A, are intended to promote transparency, fairness, and quality in the project's labor practices.

Overall, the adoption of these labor standards and the CMAR project delivery method aligns with the City's goals of cost control, quality construction, local economic support, and fair labor practices.

FISCAL IMPACT:

Implementing a CMAR process can provide significant fiscal benefits for the project. The GMP established early in the process helps mitigate the risk of cost overruns, offering budget certainty and enabling more accurate financial planning.

Using a CMAR reduces potential delays and change order costs, which can be common in large-scale projects. The collaborative nature of the CMAR process can also lead to cost efficiencies through value engineering and constructability reviews during the design phase.

The labor standards, including prevailing wages (which were already required for the project) and health benefits, may result in marginally higher initial costs than originally anticipated. However, these standards, including participation of in approved apprenticeship programs, support local workforce development, potentially reduce turnover, and foster a skilled labor force, which can lead to higher quality work and fewer costly rework or delays.

Overall, the project's budget and fiscal health are expected to benefit from the enhanced cost control, risk mitigation, and workforce stability associated with the proposed project delivery and labor standards.

Ismael Hernandez
Public Works Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE RELEASE OF A
REQUEST FOR PROPOSALS TO QUALIFIED FIRMS FOR CONSTRUCTION
MANAGER-AT-RISK SERVICES FOR THE RECREATION AND AQUATICS
CENTER PROJECT

WHEREAS, the City of Marina has been actively working to develop a Recreation & Aquatics Center to serve its community, with design development currently at approximately 65%; and

WHEREAS, extensive community input has informed the ongoing design and planning process; and

WHEREAS, staff has identified the Construction Manager at Risk (CMAR) delivery method as the most effective means to control costs, enhance collaboration, and ensure project success for this large-scale project; and

WHEREAS, the City Council approved the use of the CMAR method and directed staff to develop labor standards to include in the upcoming Request for Proposals (RFP) process; and

WHEREAS, staff has reviewed proposed labor standards to ensure compliance with prevailing wage laws, apprenticeship requirements, and recent health benefit standards, as detailed in the staff report and Exhibit A; and

WHEREAS, the proposed labor standards promote fair wages, local workforce development, and ensure quality craft labor for the project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby authorize release of an 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.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 21st day of October 2025, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

City Council of the City of Marina

Labor Standards for the Recreation and Aquatics Center

The Recreation and Aquatics Center (“Projects”), shall include a commitment that any construction contractor or construction manager at risk (CMAR) performing work will include the following:

Prevailing Wage:

All employees employed in the execution of the Projects shall be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Sections 1720 et seq of the Labor Code, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. Pursuant to Section 1776 of the Labor Code, payroll records must be maintained, verified, and made available for inspection and copying as provided in that section.

Apprenticeship:

For every apprenticeable craft, each construction contractor employing journeyman shall participate in an Apprenticeship Program approved by the State of California, Division of Apprenticeship Standards in compliance with Section 1777.5 of the Labor Code. Contractors shall maintain compliance with this provision until Project completion.

Health Care:

Each contractor employing employees shall demonstrate that it makes employer contributions toward the purchase of employer-provided health care insurance coverage for each such employee in an amount per hour worked on the Projects, equivalent to at least the hourly pro rata cost of a Covered California Platinum level plan for two 40 year old adults and two dependents 0 to 14 years of age for the Covered California rating area in which the Projects is located. If prevailing wage is a requirement on the Projects, qualifying expenditures shall be credited toward compliance with prevailing wage payment requirements up to the amount determined by the Director of Industrial Relations pursuant to Sections 1773, 1773.1 and 1773.9 of the Labor Code.

Construction contractors shall maintain compliance with this provision until Project completion.

Enforcement:

Any proposal for the Recreation and Aquatics Center shall include a provisions detailing that the construction contractor or CMAR shall be responsible for implementing a program to ensure enforcement of these provisions.

October 16, 2025

Item No. **13b**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of October 21, 2025

Chair and Board Members of
Preston Park Sustainable Community Non-Profit Corporation

Corporation Board Meeting
of October 21, 2025

**CITY COUNCIL OF THE CITY OF MARINA AND THE PRESTON PARK
SUSTAINABLE COMMUNITY NPC BOARD RECEIVE AN UPDATE ON
REFINANCING ALTERNATIVES FOR THE PRESTON PARK LOAN; AND
PROVIDE DIRECTION TO CITY STAFF ON THE AMOUNT TO BE
REFINANCED AND THE LOAN TERM**

REQUEST:

It is requested that the City Council and Board:

1. Receive an update on financing alternatives for the Preston Park Loan
2. Provide direction on the amount to be refinanced and the loan term

BACKGROUND:

At the September 30, 2025 meeting, City staff outlined the upcoming refinancing needs for the Preston Park property, which carries a \$36.6 million interest-only loan set to mature on February 1, 2026. The annual debt service is approximately \$1.5 million, with no payments applied toward the principal. The City has set aside \$13 million to pay down a portion of the balance; however, some of these funds may be used to support new City facility projects.

Since that meeting, staff and the City's finance team have continued to evaluate refinancing options. The focus has been on determining how much of the \$13 million should be applied directly to the loan versus reserved for other facility needs, and on assessing the long-term fiscal impacts of converting from an interest-only structure to a principal-and-interest payment structure. An updated overview of the refinancing scenarios, along with staff recommendations, will be presented at the meeting.

ANALYSIS:

Preston Park Loan Refinancing

The prior analysis reviewed three refinancing scenarios based on 10-year, 20-year, and 30-year terms. This update refines that review by focusing on the full 30-year outcomes for each scenario, since both the 10-year and 20-year options would ultimately require refinancings again to cover the same 30-year period. The updated analysis reviews the following three funding options:

- \$36.6 million loan, without using any reserves to pay down the loan principal
- \$30.1 million loan, with \$6.5 million in reserves used to pay down the principal
- \$23.6 million loan, with \$13 million in reserves used to pay down the principal

Any reserve funds that are not used to pay the loan balance, could be applied towards vital City projects.

Each funding option is evaluated under three refinancing scenarios, all reflecting a total 30-year amortization period and using current interest rates for both the initial and future refinancings.

Under each funding option, the analysis considers three scenarios:

- Scenario 1: A 30-year term with full principal and interest amortization and no refinancing.
- Scenario 2: A 10-year term followed by one refinancing at year 10 for the remaining 20 years.
- Scenario 3: A 10-year term with two refinancings at each 10-year interval, covering the full 30 years.

The analysis shows that Scenarios 2 and 3 would reduce interest costs compared to Scenario 1, which assumes a 30-year term. The 30-year bonds would not be optionally callable, meaning the City would be unable to refinance if future interest rates decrease. The 10-year options are provided for illustration only and do not require a decision on future refinancing terms at this time. Only the initial refinancing would need to be approved now; future refinancing decisions can be made later based on interest rates and market conditions at that time. Details of the analyses are included in **EXHIBITS A, B, AND C**.

For Scenarios 2 and 3 to break even with Scenario 1, the average interest rates on future bonds would need to reach 8.35% and 8.38%, respectively. Scenarios 2 and 3 also do not assume any additional principal paydown from cash flow savings when the loan is refinanced.

Based on this analysis, staff recommends that the City proceed with refinancing the existing bonds to a 10-year term; and retaining \$6.5 million or \$13 million to fund priority projects. A list of existing projects that could benefit from this funding are included in **EXHIBIT D**. A decision on the allocation of any retained reserves for projects can take place at a later meeting.

Next Steps

The existing loan is set to mature on February 1, 2026. The timeline below highlights the key steps to refinance the loan prior to that date.

Date	Description
Dec. 2, 2025	Council/Board meetings to consider Resolutions and related documents to move forward with the refinancing
Mid-Dec. 2025	Secure a commitment from Fannie Mae or Freddie Mac
Early Jan. 2026	Price Bonds
Late Jan. 2026	Close Refinancing/pay off existing loan

FISCAL IMPACT:

Should the City Council and Preston Park Board choose to select a 10-year initial loan term (Scenarios 2 and 3), and there is a 3% CPI increase in Preston Park rent revenues and expenditures, it is estimated that the Fiscal Year 26/27 Preston Park Budget could support debt service on a \$30.1 million or a \$23.6 million loan, and meet the new \$1.8 million recommended capital reserve contributions. If a \$36.6 million loan is selected with a 10-year initial term, the Preston Park Fiscal Year 26/27 Budget could fund the new debt service payments and contribute approximately \$1.7 million to capital reserves, with the ability to fully fund capital reserves at the \$1.8 million level in Fiscal Year 27/28.

These assumptions do not include any potential increases in insurance premiums that may result from new loan requirements, changes in loan assumptions, unanticipated costs, or additional changes to on-going revenues.

CONCLUSION:

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

Tori Hannah
Finance Director
City of Marina

REVIEWED/CONCUR:

Layne P. Long
City Manager
City of Marina

EXHIBIT A

\$36.6 Million Loan, with No Reserves Applied to Pay Down Principal

Scenario	Scenario 1	Scenario 2	Scenario 3
\$ 36.6 Million (Assumes \$0 million to loan and \$13 million to City facilities)	30-Year	10-Year + 20 Year	10-Year + 10-Year + 10-Year
Refinancing Needed at Initial Term	No	Yes	Yes
Optionally Callable	No	No ⁽¹⁾	No ⁽¹⁾
Interest Rate(s)	5.96%	4.51% / 5.66%	4.51%/ 4.51%/ 4.51%
Principal Remaining after Initial Term	\$0	\$29.64 million	\$29.51 million
Principal Remaining after 2 nd Term	\$0	\$0	\$20.35 million
Average Annual Debt Service			
Years 1-10	\$2.64 million	\$2.45 million	\$2.28 million
Years 11-30	\$2.64 million	\$2.51 million	\$2.28 million
All Years	\$2.64 million	\$2.42 million	\$2.28 million
Total Amount Due at Final Term ⁽²⁾			
Nominal (\$)	\$79.32 million	\$72.73 million	\$68.43 million
Present Value(\$)	\$36.55 million	\$32.78 million	\$31.36 million
Potential Savings Compared to Scenario 1 ⁽²⁾			
Nominal (\$)	n.a.	\$6.58 million	\$10.89 million
Present Value (\$)	n.a.	\$3.77 million	\$5.19 million

(1) Once each financing term ends, the bonds would be refinanced at the interest rates in effect at that time.

(2) The nominal value represents the total unadjusted amount of the loan and financing costs; while the present value represents the loan and costs adjusted value for inflation and interest.

EXHIBIT B

\$30.1 Million Loan, with \$6.5 Million in Reserves Used to Pay Down Principal

Scenario	Scenario 1	Scenario 2	Scenario 3
\$ 30.1 Million (Assumes \$6.5 million to loan and \$6.5 million to City facilities)	30-Year	10-Year + 20 Year	10-Year + 10-Year + 10-Year
Refinancing Needed at Initial Term	No	Yes	Yes
Optionally Callable	No	No ⁽¹⁾	No ⁽¹⁾
Interest Rate(s)	5.96%	4.51% / 5.66%	4.51% / 4.51% / 4.51%
Principal Remaining after Initial Term	\$0	\$24.29 million	\$24.51 million
Principal Remaining after 2 nd Term	\$0	\$0	\$15.00 million
Average Annual Debt Service			
Years 1-10	\$2.17 million	\$1.84 million	\$1.87 million
Years 11-30	\$2.17 million	\$2.06 million	\$1.87 million
All Years	\$2.17 million	\$1.99 million	\$1.87 million
Total Amount Due at Final Term ⁽²⁾			
Nominal (\$)	\$65.00 million	\$59.60 million	\$56.07 million
Present Value(\$)	\$29.95 million	\$26.86 million	\$25.70 million
Potential Savings Compared to Scenario 1 ⁽²⁾			
Nominal (\$)	n.a.	\$5.40 million	\$8.93 million
Present Value (\$)	n.a.	\$3.09 million	\$4.25 million

(1) Once each financing term ends, the bonds would be refinanced at the interest rates in effect at that time.

(2) The nominal value represents the total unadjusted amount of the loan and financing costs; while the present value represents the loan and costs adjusted value for inflation and interest.

EXHIBIT C

\$23.6 Million Loan, with \$13 Million in Reserves Applied Towards Paying Down Principal

Scenario	Scenario 1	Scenario 2	Scenario 3
\$ 23.6 Million (Assumes \$13 million to loan and City facilities)	30-Year	10-Year + 20 Year	10-Year + 10-Year + 10-Year
Refinancing Needed at Initial Term	No	Yes	Yes
Optionally Callable	No	No ⁽¹⁾	No ⁽¹⁾
Interest Rate(s)	5.96%	4.51% / 5.66%	4.51% / 4.51% / 4.51%
Principal Remaining after Initial Term	\$0	\$18.95 million	\$19.13 million
Principal Remaining after 2 nd Term	\$0	\$0	\$11.71 million
Average Annual Debt Service			
Years 1-10	\$1.69 million	\$1.43 million	\$1.46 million
Years 11-30	\$1.69 million	\$1.61 million	\$1.46 million
All Years	\$1.69 million	\$1.55 million	\$1.46 million
Total Amount Due at Final Term ⁽²⁾			
Nominal (\$)	\$50.68 million	\$53.96 million	\$43.74 million
Present Value(\$)	\$23.36 million	\$23.35 million	\$20.04 million
Potential Savings Compared to Scenario 1 ⁽²⁾			
Nominal (\$)	n.a.	\$4.20 million	\$6.95 million
Present Value (\$)	n.a.	\$2.41 million	\$3.32 million

(1) Once each financing term ends, the bonds would be refinanced at the interest rates in effect at that time.

(2) The nominal value represents the total unadjusted amount of the loan and financing costs; while the present value represents the loan and costs adjusted value for inflation and interest.

Exhibit D

Existing Priority Projects

	Project Costs		Partially Funded / Funding Identified		Remaining Needed	Funding Notes	
City Facilities							
City Hall/Council Chambers	\$	16,100,000	\$	12,180,954	\$	3,919,046	Estimated \$8.1 million in Public Facility Impact Fees - Public Facilities, and \$4.1 million in projected facility reserves
Senior Center		9,100,000		4,421,557		4,678,443	Estimated \$3.4 million in Public Facility Impact Fees - Parks, and \$ 1 million grant funding
Youth/Community Center		3,250,000		-		3,250,000	
Police Facility		12,750,000		-		12,750,000	
Fire Headquarters, EOC, Classroom		20,145,000		2,108,670		18,036,330	Estimated Public Facility Impact Fees - Public Safety
Total City Facilities	\$	61,345,000	\$	18,711,181	\$	42,633,819	
Current Projects - Additional Funding							
Dunes Park Development - Phase I ⁽¹⁾⁽²⁾	\$	18,000,000	\$	10,413,600	\$	7,586,400	

Additional Notes

(1) The appropriation includes \$3.8 million in developer contributions that have been received, and \$4.8 million in pending developer contributions

(2) This project needs additional funding to align with an accelerated budget timeline. The budget included approximately \$12.4 million in funding outlying years, with the funding source to be determined. This project also includes the Inclusive Playground.