



# MARINA COAST WATER DISTRICT & GROUNDWATER SUSTAINABILITY AGENCY

920 SECOND AVENUE, MARINA, CA 93933-6009

Home Page: [www.mcwd.org](http://www.mcwd.org)

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## DIRECTORS

GAIL MORTON  
*President*

JAN SHRINER  
*Vice President*

BRAD IMAMURA  
THOMAS P. MOORE  
STACEY SMITH

## Agenda

**Regular Board Meeting, Board of Directors  
Marina Coast Water District**

**and**

**Regular Board Meeting, Board of Directors  
Marina Coast Water District Groundwater Sustainability Agency**

**920 2<sup>nd</sup> Avenue, Suite B, Marina, California  
Monday, September 22, 2025, 6:00 p.m. PST**

Members of the public may attend the Board meeting in person or can attend remotely via Zoom conference.

Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Persons who are participating via telephone will need to press \*9 to be acknowledged for comments. Public comment on the action item can also be submitted in writing to Paula Riso at [priso@mcwd.org](mailto:priso@mcwd.org) by 9:00 am on Monday, September 22, 2025; such comments will be distributed to the MCWD Board before the meeting.

This meeting may be accessed remotely using the following Zoom link:

<https://us02web.zoom.us/j/83841698425?pwd=W0idePwP2GwaK3MNIKOEQ1ZdZpdeUe.1>

Passcode: 444742

To participate via phone: 1-669-900-9128; Meeting ID: 838 4169 8425 Passcode: 444742

***Our Mission: Marina Coast Water District delivers safe and environmentally sustainable water, recycled water, and wastewater services that meet community needs.***

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 920 2nd Avenue, Suite A and Suite B, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Wednesday, September 17, 2025. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5931.

**4. Oral Communications** *Anyone wishing to address the Board on matters not appearing on the Agenda may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board. Disruptive behavior may result in the removal of the individual responsible.*

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**5. Marina Coast Water District Groundwater Sustainability Agency Matters**

**A. Action Items**

1. [Adopt Resolution No. 2025-GSA02 to Amend the FY 2025-2026 Capital Improvement Program Budget for Project GA-2402 Install Monitoring Wells](#)  
(Page 1)
2. [Adopt Resolution No. 2025-GSA03 Nominating General Manager Scherzinger to the Salinas Valley Groundwater Sustainability Agency Advisory Committee](#)  
(Page 5)

**6. Return to Marina Coast Water District Matters**

\* \* \* \* \*

**7. [Consent Calendar](#)**

- A. [Receive and File the Check Register for the Month of August 2025](#)  
(Page 11)
- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 18, 2025](#)  
(Page 18)
- C. [Adopt Resolution No. 2025-47 to Approve an Emergency Alert and Data Sharing Agreement Between the County of Monterey and the Marina Coast Water District for Emergency Alerts](#)  
(Page 25)
- D. [Adopt Resolution No. 2025-48 to Award a Construction Contract to Perma Green Hydroseeding, Inc. for General Construction Services for the Landscape Installation of the A1/A2 Reservoirs Landscaping Project \(CIP #GW-0112\)](#)  
(Page 44)
- E. [Adopt Resolution No. 2025-49 to Award a Construction Contract to The Don Chapin Co., Inc. for General Construction Services for the Construction of the Fire Hydrant Replacement Project \(CIP #GW-2620\)](#)  
(Page 48)

**8. Action Items**

- A. [Review the Marina Coast Water District Fiscal Year 2024-2025 Preliminary Unaudited Year End Financials](#)  
(Page 52)

B. Consider the Introduction and First Reading of Ordinance No. 65, an Ordinance Amending Title 5, Sewer Service System, Chapter 5.20 Use of Public Sewers, Sections 5.20.050, and 5.20.060, and Adding Sections 5.20.045, 5.20.062, and 5.20.065 to the Marina Coast Water District Code in Accordance with Updated Standards and Requirements for the Reduction of Fats, Oil, and Grease in Public Sewer Systems and Set a Public Hearing Date for October 20, 2025

(Page 67)

**9. Informational Items** *Informational items are normally provided in the form of a written report or verbal update and may not require Board action. The public may address the Board on Informational Items as they are considered by the Board. Please limit your comments to four minutes.*

A. General Manager's Report

B. Committee and Board Liaison Reports

1. Executive Committee
2. Community Outreach and Personnel Committee
3. Resource and Groundwater Sustainability Committee
4. M1W Board Member Liaison

**10. Board Member Requests for Future Agenda Items**

**11. Director's Comments** *Director reports on meetings with other agencies, organizations and individuals on behalf of the District and on official District matters.*

**12. Adjournment** *Set or Announce Next Meeting(s), date(s), and time(s):*

*Regular Meeting: Monday, October 20, 2025, 6:00 p.m.*

**Marina Coast Water District  
Groundwater Sustainability Agency  
Agenda Transmittal**

**Agenda Item:** 5-A1

**Meeting Date:** September 22, 2025

**Prepared By:** Patrick Breen

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Adopt Resolution No. 2025-GSA-02 Amending the FY 2025-2026 Capital Improvement Program Budget for Project GA-2402 Install Monitoring Wells

**Staff Recommendation:** Approve Resolution No. 2025-GSA-02 to amend the FY 2025-2026 Capital Improvement Program (CIP) budget for project GA-2402 Install Monitoring Wells.

**Background:** *Strategic Plan, Goal No. 4 – INFRASTRUCTURE: Reliable, Cost-Effective, and Sustainable Facilities and Properties. The District will develop a comprehensive plan to guide the use of its properties and the renewal and replacement of facilities for timeliness, cost-effectiveness, and maximum long-term benefit.*

*OBJECTIVE 4.1: A comprehensive plan guides long-term, cost-effective renewal, replacement, usage, and development of District facilities and properties.*

*OBJECTIVE 4.2: The comprehensive, long-term facility plan is funded.*

The Fiscal Year (FY) 2025-2026 Budget approved by the Board of Directors included improvements and expansion plans for existing water, recycled water, and wastewater collection systems. The budget development included assumptions of project schedules and budgets developed early in the budgeting process. Upon ending FY 2024-2025, the actual project progress and financial requirements for FY 2025-2026 are now known. The CIP amendment for project GA-2402 Install Monitoring Wells updates the FY 2025-2026 budget for Board review and consideration.

**Discussion/Analysis:** The attached CIP Project Budget Amendment is requested to amend the FY 2025-2026 budget.

- 1. GA-2402 Install Monitoring Wells;** The installation of monitoring wells continues the implementation of the Monterey Subbasin Groundwater Sustainability plan. The project involves the installation of two clusters of monitoring wells which addresses areas that are known data gaps in the District's groundwater monitoring program. The project was put out for bid and awarded earlier in 2025 but was not allowed to proceed until the Army's Base Realignment and Closure (BRAC) office completed its review. The low bid for the project was \$1,347,880 and the Board authorized the low bid amount plus a 10% contingency for a total Board authorized amount of \$1,482,668. The project has received the necessary reviews and will begin this month.

**Environmental Review Compliance:** A Notice of Exemption (NOE) was filed with the Monterey County Clerk and recorded with the Monterey County Recorder's office.

**Climate Adaptation:** Climate change is implicitly present in the definition of groundwater sustainability in the SGMA legislation, which requires groundwater management to be sustainable over a 50-year planning and implementation horizon (California Water Code (CWC) § 10727.2(c)).

**Financial Impact:**      X   Yes           No

**Funding Source/Recap:** See Below:

The proposed FY 2025-2026 CIP Budget amendment is:

<b>CIP Budget Amendment</b>	<b>Current FY 2025-2026 Budget</b>	<b>Change</b>	<b>New FY 2025-2026 Budget</b>	<b>Funding Source</b>
GA-2402 Install Monitoring Wells	\$0	\$1,225,180	\$1,225,180	GSA Grant
GA-2402 Install Monitoring Wells	\$0	\$257,488	\$257,488	GSA Operating Reserve
Total			\$1,482,668	

The funding sources for the amendment are:

1. FY 2024-2025 CIP GA-2402 to FY 2025-2026 CIP GA-2402 of \$1,225,180 (Grant funded)
2. FY 2025-2026 GSA Operating Reserve to FY 2025-2026 CIP GA-2402 of \$257,488 (leaving a balance of \$400,000)

**Material Included for Information/Consideration:** Resolution No. 2025-GSA02.

**Action Required:**      X   Resolution           Motion           Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

September 22, 2025

Resolution No. 2025-GSA02  
Resolution of the Board of Directors  
Marina Coast Water District Groundwater Sustainability Agency  
Amend the FY 2025-2026 Capital Improvement Program Budget  
for Project GA-2402 Install Monitoring Wells

RESOLVED by the Board of Directors (“Board”) of the Marina Coast Water District Groundwater sustainability Agency (“MCWDGSA” or “District”), at a regular meeting duly called and held on September 22, 2025 at 920 Second Avenue, Marina, California as follows:

WHEREAS, the MCWD is a County Water District and political subdivision of the State of California, organized under Division 12, Sections 3000 and following for the California Water Codes, established in 1960; and,

WHEREAS, the MCWDGSA is a Sustainable Groundwater Agency (GSA) and a Political subdivision of the State of California, organized under Division 6 of the California Water Code; and,

WHEREAS, MCWDGSA has 2 operational GSA’s in both the Monterey and 180/400 subbasins; and,

WHEREAS, the District owns and operates facilities and property for the supply, treatment and distribution of water, including recycled wastewater (the “Water System”), and the collection, treatment and disposal of wastewater (the “Wastewater System”) and the District wishes to provide funds for the acquisition, construction and installation of improvements to the Water System and the Wastewater System, consisting generally of infrastructure improvements to pipelines, pumping stations, storage, groundwater wells, other water supply sources, facilities, and District operational systems to modernize the District’s water, wastewater and recycled water systems(the “Projects”); and,

WHEREAS, on May 18, 2020, the Board accepted the Water, Sewer and Recycled Water Master Plans; and,

WHEREAS, the District Engineering staff created a Capital Improvement Program (CIP) that was included in the District Budget for FY 2025-2026, and included programmatic projects for the purpose of funding projects not yet identified or realized in the Master Plans; and,

WHEREAS, the Board passed and adopted Resolution No. 2025-31 adopting the District Budget for FY 2025-2026; and,

WHEREAS, District Water Resources and Finance staff identified GA-2402 Install Monitoring Wells project was in need of a budget amendment and calculated the funding necessary; and,

WHEREAS, the District Water Resources and Finance staff identified appropriate and available funding sources; and,

WHEREAS, a FY 2025-2026 CIP Budget amendment is required to resource the project in order to achieve the desired facility objectives.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District Groundwater Sustainability Agency does hereby:

1. adopt Resolution 2025-GSA02 to Amend the FY 2025-2026 Capital Improvement Program Budget as follows:

CIP Budget Amendment	Current FY 2025-2026 Budget	Change	New FY 2025-2026 Budget	Funding Source
GA-2402 Install Monitoring Wells	\$0	\$1,225,180	\$1,225,180	GSA Grant
GA-2402 Install Monitoring Wells	\$0	\$257,488	\$257,488	GSA Operating Reserve
Total			\$1,482,668	

2. authorize the General Manager to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on September 22, 2025, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, President

ATTEST:

\_\_\_\_\_  
Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2025-GSA02 adopted September 22, 2025.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

**Marina Coast Water District  
Groundwater Sustainability Agency  
Agenda Transmittal**

**Agenda Item:** 5-A2

**Meeting Date:** September 22, 2025

**Prepared By:** Patrick Breen

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Adopt Resolution No. 2025-GSA03 Nominating General Manager Scherzinger to the Salinas Valley Groundwater Sustainability Agency Advisory Committee

**Staff Recommendation:** Approve Resolution No. 2025-GSA03 nominating General Manager Scherzinger to the Salinas Valley Groundwater Sustainability Agency Advisory Committee.

**Background:** *Strategic Plan Element 1.0 Water Sources, Goal No. 1.6 – Establish goals and objectives that promote protecting our current groundwater source from seawater intrusion and other forms of contamination.*

The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is conducting a selection process for Advisory Committee appointments, consistent with the SVBGSA Advisory Committee Charter and Bylaws. Four Advisory Committee seats are designated for partner agencies, including Marina Coast Water District GSA (MCWDGSA).

**Discussion/Analysis:** Currently there are two applications from MCWDGSA, one from a Board Member and one from the General Manager.

The SVBGSA has communicated to MCWDGSA staff that the intention of the agency seats is to have the lead executives of the various agencies become Advisory Committee members. The inclusion of the lead executives is intended to promote agency coordination and consistency in the agency representation.

Currently Monterey One Water (M1W), Monterey County Water Resources (MCWRA), and the Arroyo Seca Groundwater Sustainability Agency (ASGSA), have or are in the process of nominating their lead executives to the SVBGSA Advisory Committee.

**Environmental Review Compliance:** Not applicable

**Climate Adaptation:** Climate change is implicitly present in the definition of groundwater sustainability in the SGMA legislation, which requires groundwater management to be sustainable over a 50-year planning and implementation horizon (California Water Code (CWC) § 10727.2(c)).

**Financial Impact:**     \_\_\_\_\_ Yes     \_\_\_X\_\_\_ No                   **Funding Source/Recap:** None

**Material Included for Information/Consideration:** Resolution No. 2025-GSA03.

**Action Required:**     \_\_\_X\_\_\_ Resolution     \_\_\_\_\_ Motion     \_\_\_\_\_ Review



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Board Action

Motion By\_\_\_\_\_ Seconded By\_\_\_\_\_ No Action Taken\_\_\_\_\_

Ayes\_\_\_\_\_

Abstained\_\_\_\_\_

Noes\_\_\_\_\_

Absent\_\_\_\_\_

September 22, 2025

Resolution No. 2025-GSA03  
Resolution of the Board of Directors  
Marina Coast Water District Groundwater Sustainability Agency  
Nominating General Manager Scherzinger to the Salinas Valley Groundwater Sustainability  
Agency Advisory Committee

RESOLVED by the Board of Directors (“Board”) of the Marina Coast Water District (“MCWD” or “District”) at a regular meeting duly called and held on September 22, 2025 at 920 Second Avenue, Marina, California as follows:

WHEREAS, the MCWD is a County Water District and political subdivision of the State of California, organized under Division 12, Sections 3000 and following for the California Water Codes, established in 1960; and,

WHEREAS, the Sustainable Groundwater Management Act (SGMA) of 2014, Water Code Sections 10720-10736.6 was signed into law September 16, 2014; and,

WHEREAS, the District formed Groundwater Sustainability Agencies for the Marina and Ord Community Service Areas in portions of the Monterey Subbasin and the 180/400 Subbasin in conformance with the SGMA; and,

WHEREAS, SGMA gives local agencies, such as the District, additional authorities and powers to manage groundwater; and,

WHEREAS, SGMA required a coordinated Groundwater Sustainability Plan (GSP) or GSPs among or between adjacent GSAs and adjacent subbasins be submitted by January 31, 2022; and,

WHEREAS, the Salinas Valley Groundwater Basin Groundwater Sustainability Agency is seeking nominations from key agencies for their Advisory Committee and desires the representatives from the agencies be the lead executives.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby:

1. adopt Resolution 2025-GSA03 nominating General Manager Scherzinger to the Salinas Valley Groundwater Sustainability Agency Advisory Committee;
2. authorize the General Manager to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on September 22, 2025, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

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Gail Morton, President

ATTEST:

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Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2025-GSA03 adopted September 22, 2025.

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Remleh Scherzinger, Secretary

August 29, 2025

Board of Directors  
Marina Coast Water District Groundwater Sustainability Agency

**Subject: Request for Approval of Advisory Committee Nomination**

Dear Board of Directors,

The Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) is conducting a selection process for Advisory Committee appointments, consistent with the Advisory Committee Charter and Bylaws. Four Advisory Committee seats are designated for partner agencies, including Marina Coast Water District GSA.

Two applicants from your agency have expressed interest in serving: a member of your Board of Directors and your General Manager. We respectfully request that your Board nominate the General Manager for appointment to the SVBGSA Advisory Committee.

This recommendation is based on ensuring a balanced and equitable representation of partner agencies. Monterey County Water Resources Agency, Arroyo Seco Groundwater Sustainability Agency, and Monterey One Water have each nominated their respective General Managers. Confirming Marina Coast Water District's General Manager would align representation across agencies at the staff leadership level, creating consistency in authority, responsibility, and capacity for collaboration.

We value the ongoing partnership with Marina Coast Water District GSA and look forward to your Board's consideration of this request. Please provide your formal nomination letter or resolution in accordance with the Advisory Committee Charter and Bylaws.

Thank you for your continued engagement and leadership in advancing groundwater sustainability in the Salinas Valley.

Sincerely,



Piret Harmon  
General Manager  
Salinas Valley Basin Groundwater Sustainability Agency  
[harmonp@svbgsa.org](mailto:harmonp@svbgsa.org)

Cc: Remleh Scherzinger

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 7

**Meeting Date:** September 22, 2025

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Consent Calendar

**Staff Recommendation:** Approve the Consent Calendar as presented.

**Background:** *Strategic Plan, Mission Statement – Marina Coast Water District delivers safe and environmentally sustainable water, recycled water, and wastewater services that meet community needs.*

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of August 2025
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 18, 2025
- C) Adopt Resolution No. 2025-47 to Approve an Emergency Alert and Data Sharing Agreement Between the County of Monterey and the Marina Coast Water District for Emergency Alerts
- D) Adopt Resolution No. 2025-48 to Award a Construction Contract to Perma Green Hydroseeding, Inc. for General Construction Services for the Landscape Installation of the A1/A2 Reservoirs Landscaping Project (CIP #GW-0112)
- E) Adopt Resolution No. 2025-49 to Award a Construction Contract to The Don Chapin Co., Inc. for General Construction Services for the Construction of the Fire Hydrant Replacement Project (CIP #GW-2620)

**Discussion/Analysis:** See individual transmittals.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** See individual transmittals.

**Climate Action:** Not applicable.

**Other Considerations:** The Board of Directors can approve these items together or they can pull them separately for discussion.

**Material Included for Information/Consideration:** Check Register for August 2025; draft minutes of August 18, 2025; Resolution No. 2025-47; Emergency Alerting and Data Sharing Agreement; Resolution No. 2025-48; and, Resolution No. 2025-49.

**Action Required:**      X   Resolution           Motion           Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 7-A

**Meeting Date:** September 22, 2025

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Receive and File the Check Register for the Month of August 2025

**Staff Recommendation:** Receive and file the August 2025 expenditures totaling \$3,266,415.95.

**Background:** *Strategic Plan, Objective No. 3.2: Finances are well managed to provide adequate revenue and avoid volatile rates.*

**Discussion/Analysis:** These expenditures were paid in August 2025, and the Board is requested to receive and file the check register. The August check register was larger than normal due to the fiscal year end payment process, including the following payments:

1. Check No. 77414 – Anderson Pacific Engineering Construction, Inc. in the amount of \$142,632.58 for A1/A2 Construction Payment #39
2. Check No. 77450 – Anderson Pacific Engineering Construction, Inc. in the amount of \$111,720.82 for A1/A2 Construction Payment #40
3. Check No. 77454 – National Auto Fleet Group in the amount of \$44,499.54 for (1) 2025 Ford F-150
4. Check No. 77473 – ACWA Joint Power Ins Authority in the amount of \$112,654.24 for Property, Vehicle, Cyber Liability Insurance
5. Check No. 77478 – Monterey One Water in the amount of \$431,396.62 for Fiscal Year 2024-2025 Purewater Phase 1 Maintenance Costs

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:** \_\_\_\_Yes \_\_\_\_X\_\_\_\_No **Funding Source/Recap:** Expenditures are allocated across the six cost centers; 01-Marina Water, 02-Marina Sewer, 03- Ord Water, 04- Ord Sewer, 05-Recycled Water, 06-Regional Water.

**Other Consideration:** None.

**Material Included for Information/Consideration:** August 2025 Summary Check Register.

**Action Required:** \_\_\_\_Resolution \_\_\_\_X\_\_\_\_Motion \_\_\_\_Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

## AUGUST 2025 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
08/05/2025	ACH	Friedman & Springwater LLP	73,901.00
08/05/2025	ACH	Griffith, Masuda & Hobbs	27,888.56
08/05/2025	77410 - 77441	Check Register	666,610.07
08/12/2025	77442 - 77469	Check Register	636,075.32
08/18/2025	77470 - 77511	Check Register	646,307.86
08/25/2025	77512 - 77543	Check Register	123,395.94
08/01/2025	ACH	Payroll Direct Deposits	155,407.68
08/01/2025	ACH	CalPERS	42,339.68
08/01/2025	ACH	Empower Retirement	18,984.28
08/01/2025	ACH	Internal Revenue Service	69,333.81
08/01/2025	ACH	State of California - EDD	15,745.59
08/01/2025	ACH	WageWorks, Inc.	2,270.53
08/01/2025	501977 - 501978	Check Register	1,214.46
08/08/2025	ACH	Board Compensation Direct Deposits	415.57
08/08/2025	ACH	Internal Revenue Service	68.86
08/15/2025	ACH	Payroll Direct Deposits	156,443.13
08/15/2025	ACH	CalPERS	42,670.92
08/15/2025	ACH	Empower Retirement	18,885.49
08/15/2025	ACH	Internal Revenue Service	68,871.83
08/15/2025	ACH	State of California - EDD	15,562.45
08/15/2025	ACH	WageWorks, Inc.	2,270.53
08/18/2025	501979 - 501980	Check Register	108,282.37
08/27/2025	501981 - 501993	Check Register	44,758.59
08/29/2025	ACH	Payroll Direct Deposits	168,895.14
08/29/2025	ACH	CalPERS	43,270.95
08/29/2025	ACH	Empower Retirement	18,685.49
08/29/2025	ACH	Internal Revenue Service	77,755.27
08/29/2025	ACH	State of California - EDD	17,834.05
08/29/2025	ACH	WageWorks, Inc.	2,270.53
<b>TOTAL DISBURSEMENTS</b>			<b><u>3,266,415.95</u></b>



Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	07/10/2025	08/05/2025	Friedman & Springwater LLP	Legal Services 06/2025	73,901.00
ACH	07/10/2025	08/05/2025	Griffith, Masuda & Hobbs	Legal Services 06/2025	27,888.56
77410	04/11/2025	08/05/2025	Quinn Company	Perform Remote Flash Control Switch for SCADA - A1/A2 Tanks B/C Booster	664.72
77411	05/31/2025	08/05/2025	Schaaf & Wheeler	Assessment Study - Eastern Well Field Supply; Design, Engineering Services - Gigling LS FM Replacement 05/2025; Developer (Enclave Phase 4)	11,324.50
77412	07/15/2025	08/05/2025	Monterey Bay Analytical Services	Laboratory Testing	440.00
77413	06/18/2025	08/05/2025	Verizon Wireless	Cell Phone Service 06/2025	585.31
77414	06/10/2025	08/05/2025	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #39	142,632.58
77415	07/08/2025	08/05/2025	Harris & Associates	Developers (Dunes 3 North, Dunes 1B Promenade, Dunes 2 West, Enclave Phase 4, Marina Station)	45,799.46
77416	06/30/2025	08/05/2025	Maggiora Bros Drilling	Well Pump Equipment Rental - Well 12 Rehab 06/2025	1,500.00
77417	06/30/2025	08/05/2025	The Paul Davis Partnership, LLP	Bidding/ Construction Phase - IOP B Side Improvements	3,706.95
77418	07/02/2025	08/05/2025	Wallace Group	Bid/ Construction Phase Support - Imjin Manhole Rehab, Lightfighter Manhole Rehab; Feasibility/ Preliminary Study - NE Sewer Reroute to Interceptor; Developer (Seaside B&B Resort)	18,305.40
77419	07/08/2025	08/05/2025	CSI Services, Inc.	Coating Inspection Services - Reservoir 2 Exterior Paint Recoat	740.00
77420	07/17/2025	08/05/2025	Randazzo Enterprises Inc	Demolition, Environmental Assessment - Ord WWTP Blight Removal	36,302.00
77421	07/10/2025	08/05/2025	Whitson Engineers	Inter-Garrison Rd Pipeline Upsizing - Land Surveying and Engineering Services	3,563.17
77422	06/25/2025	08/05/2025	esri - Environmental Systems Research Institute	Annual Software Subscription 07/2025 - 06/2026	30,200.00
77423	07/15/2025	08/05/2025	Monterey County Water Resources Agency	Technical/ Professional Assistance - GSP Development 06/2025	3,858.25
77424	07/11/2025	08/05/2025	Marina Tire & Auto Repair	Tire Rotation, Oil Change - Vehicle #2304	129.40
77425	07/14/2025	08/05/2025	Richards, Watson & Gershon	Legal Services 06/2025	25,332.50
77426	06/30/2025	08/05/2025	Monterey Bay Technologies, Inc.	Owl Camera - IOP Conference Room; UPS Battery, Power Adapter, Server Cabinet - Beach Office, Meter Readers	1,849.00
77427	05/19/2025	08/05/2025	Access Monterey Peninsula, Inc.	Filming and Production 04/2025 - 05/2025	920.00
77428	07/01/2025	08/05/2025	In-Situ Inc.	(2) Aqua TROLL Data Loggers, Cables - Armstrong Ranch Monitoring Well	5,296.73
77429	07/08/2025	08/05/2025	Psomas	Construction Management - A1/A2 Tanks B/C Booster	20,985.19
77430	07/09/2025	08/05/2025	Zanjero, Inc.	CIP Data, FY 2026 Budgeting Support; Database Tool Enhancement - CIP Management Tool; Feasibility Study/ Permitting - Reservation Rd Desal Plant; Property Easement/ Well Project Analysis - CalAm ASR 5 and 6; Water Asset Financial Valuation Support; Water Supply Investigations Support 06/2025	60,542.50
77431	07/10/2025	08/05/2025	HPS West, Inc.	(200) Allegro Registers, Stopper Pins; (7) SS Octave Meters, Encoder Modules, Pit Units	73,325.85
77432	07/11/2025	08/05/2025	Nearmap US, Inc.	Annual Software Subscription 07/11/25 - 07/10/26	9,537.50
77433	07/02/2025	08/05/2025	Conservation Rebate Program	328 Reservation Rd - Landscape Rebate	118.50
77434	06/19/2025	08/05/2025	SBRK Finance Holdings, Inc.	Annual Software Subscriptions 08/2025 - 07/2026	65,499.42

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
77435	05/15/2025	08/05/2025	Dell Marketing LP	Dell PowerEdge R760 Server, Docking Station; Latitude 7230 Rugged Extreme Tablet - Meter Reader	22,005.90
77436	07/09/2025	08/05/2025	Handyman 831	Handyman Services	5,557.98
77437	06/30/2025	08/05/2025	Regional Government Services Authority	CS/ UB Assessment, Change Implementation Services 06/2025	13,930.50
77438	07/09/2025	08/05/2025	Affinity Engineering Inc.	Basis of Design Report - ASP Booster Pump Station	15,000.00
77439	07/09/2025	08/05/2025	QOVO Solutions, Inc.	Security Access Improvements - Ph 1; General IT Supplies	16,514.73
77440	06/30/2025	08/05/2025	Vista Environmental Consulting, Inc.	HazMat Observation, Air Quality Monitoring - FORA Blight Removal	29,507.50
77441	07/01/2025	08/05/2025	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 07/2025	934.53
77442	07/30/2025	08/12/2025	City of Marina	Easement - Tate Park Lift Station	65,600.00
77443	08/01/2025	08/12/2025	Insight Planners	Web Development/ Maintenance and Hosting 07/2025	2,259.00
77444	07/30/2025	08/12/2025	PG&E	Gas and Electric Service 07/2025	119,677.33
77445	07/23/2025	08/12/2025	Jane's Answering Service	Answering Service 06/25 - 07/22	426.53
77446	06/30/2025	08/12/2025	Schaaf & Wheeler	Update Annual Sewer System Report 05/2025; Bid/ Construction Phase Support - ATW Irrigation Connections, Odor Control Program; CIP Progress Updates; Construction Phase On-Call Engineering Services - A1/A2 Tanks B/C Booster; Design, Engineering Services - Bayer St Water Main, Gigling LS FM Replacement, Patton Pkwy Water Main; Design Phase - B2 Zone Tank, Tate Park Lift Station; Prepare Plans/ Specs, Engineering Services - CA Ave Water Main 06/2025; Developers (Dunes 2N Gas Station & Hotels, Dunes 3 Backbone, Enclave Phase 4, FORTAG Trail)	94,755.19
77447	07/31/2025	08/12/2025	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fees - Welding Supplies 07/2025	64.50
77448	07/21/2025	08/12/2025	Rauch Communication Consultants, Inc.	Conservation Outreach Program; Public Relations 06/2025	15,204.82
77449	07/31/2025	08/12/2025	Monterey One Water	Sewer Treatment Charges 07/2025 - 08/2025	382.10
77450	07/15/2025	08/12/2025	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #40	111,720.82
77451	05/31/2025	08/12/2025	The Paul Davis Partnership, LLP	Site Assessment	4,315.00
77452	07/29/2025	08/12/2025	McGrath Rent Corp.	Locker Room Trailer Rental - Ord Office 08/2025	7,286.98
77453	07/10/2025	08/12/2025	Whitson Engineers	Surveying, Design, Engineering Services - 4" Water Pipeline Upsizing	36,835.08
77454	07/31/2025	08/12/2025	National Auto Fleet Group	2025 Ford F-150	44,499.54
77455	07/07/2025	08/12/2025	U.S. Bank Corporate Payment Systems	(48) Healthy Meal Prep Books, Grip Rings - ACWA Wellness Grant; 2025 GM Leadership Summit Hotel - GM; IT/ Computer Supplies; Monthly/ Annual Software Subscriptions; General Supplies	9,215.60
77456	07/26/2025	08/12/2025	U.S. Bank National Association	IOP A Side Office Copier Lease 07/20 - 08/19	287.34
77457	08/01/2025	08/12/2025	U.S. Bank National Association	Ord Office Copier Lease 07/26 - 08/25	221.77
77458	07/28/2025	08/12/2025	AT&T	Phone and Alarm Line Services 07/2025	297.62
77459	08/01/2025	08/12/2025	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 07/2025	5,100.00
77460	07/28/2025	08/12/2025	EKI Environment & Water, Inc.	Monterey Subbasin GSP Implementation; PFAS Leachability Test/ Tech Support - GW Monitoring Equipment 06/2025	77,971.19
77461	07/25/2025	08/12/2025	WEX Bank	Fleet Gasoline 07/2025	5,964.34
77462	08/01/2025	08/12/2025	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 07/2025 - 08/2025; FY 2025 Defense Community Infrastructure Program Grant Writing	22,440.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
77463	08/04/2025	08/12/2025	Kysmet Security & Patrol, Inc.	Security Patrol Services - MCWD Offices 07/2025	300.00
77464	07/21/2025	08/12/2025	T-Mobile	GPS Service - (39) Fleet Vehicles 07/2025	832.65
77465	07/20/2025	08/12/2025	T-Mobile	Cellular Services 05/19 - 06/18	4,980.95
77466	08/06/2025	08/12/2025	Employee Reimbursement	Fasteners, Drill Bit - IOP B Side Improvements	41.42
77467	07/16/2025	08/12/2025	Amazon Capital Services, Inc.	General Operations/ Maintenance Supplies	539.05
77468	06/24/2025	08/12/2025	Lee & Associates Rescue Equipment Inc	Confined Space Training - O&M	4,200.00
77469	07/15/2025	08/12/2025	First Alarm	Security Fire Alarm Monitoring - MCWD Offices 08/2025	656.50
77470	07/31/2025	08/18/2025	Ace Hardware of Watsonville, Inc.	General Operations/ Maintenance, Meter Reader Supplies	359.02
77471	07/28/2025	08/18/2025	Quinn Company	Block Heater Hose Replacement, Coolant - Ord Village LS	1,448.38
77472	07/28/2025	08/18/2025	Grainger	General Operations/ Maintenance Supplies	271.90
77473	07/11/2025	08/18/2025	ACWA Joint Power Ins Authority	Basic Property, Mobile Equipment/ Vehicle Insurance 07/2025 - 03/2026; Cyber Liability Insurance 07/2025 - 06/2026	112,654.24
77474	07/25/2025	08/18/2025	Underground Service Alert	2025/ 2026 USA Annual Ticket Fees, Membership	4,000.74
77475	08/07/2025	08/18/2025	Pitney Bowes Purchase Power (Postage)	Postage Meter Refill	1,006.00
77476	08/05/2025	08/18/2025	Monterey Bay Analytical Services	Laboratory Testing	3,772.00
77477	07/30/2025	08/18/2025	Fast Response On-Site Testing	Annual Mask Fit, Hearing Tests	2,280.20
77478	06/30/2025	08/18/2025	Monterey One Water	Ground Water Replenishment - Billing for Usage	431,396.62
77479	07/31/2025	08/18/2025	Orkin Central Coast	BLM/ IOP Pest Control 07/2025	227.00
77480	08/01/2025	08/18/2025	Maynard Group	Network Support 08/2025	5,151.22
77481	07/17/2025	08/18/2025	American Supply Company	Janitorial Supplies	1,012.58
77482	07/18/2025	08/18/2025	Geiger	(7,500) #10 Envelopes	951.12
77483	07/23/2025	08/18/2025	Univar Solutions USA, Inc.	(1,178) gals Chlorine - Intermediate Reservoir, Wells 10, 11	4,192.62
77484	07/23/2025	08/18/2025	Daiohs USA	Coffee Supplies	670.78
77485	07/31/2025	08/18/2025	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
77486	07/21/2025	08/18/2025	Conservation Rebate Program	4627 Sea Breeze Ct - Landscape Rebate	150.00
77487	07/28/2025	08/18/2025	Edges Electrical Group, LLC	General Operations/ Maintenance Supplies	364.71
77488	07/31/2025	08/18/2025	Peninsula Messenger LLC	Courier Service 08/2025	272.00
77489	07/29/2025	08/18/2025	Western Exterminator Company	Pest Control - Beach Office 07/2025	126.78
77490	07/31/2025	08/18/2025	Iron Mountain, Inc.	Shredding Service 07/2025	420.69
77491	08/01/2025	08/18/2025	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 08/2025	500.00
77492	09/27/2024	08/18/2025	Applied Best Practices	Secondary Trading Analysis/ Post-Closing Memo - 2024 Series Bond	1,517.00
77493	07/30/2025	08/18/2025	Johnson Electronics	BLM Fire Alarm Monitoring 07/2025 - 09/2025; Duct Detector Error/ AC Reset - BLM	334.00
77494	06/30/2025	08/18/2025	Regional Government Services Authority	CS/UB Consulting Services - Reimbursable Expenses 03/2025 - 04/2025, 06/2025	5,798.95
77495	07/29/2025	08/18/2025	BSK Associates	Laboratory Testing	6,116.98
77496	07/01/2025	08/18/2025	ClearGov, Inc.	Annual Software Subscription 07/2025 - 06/2026	28,538.22
77497	07/21/2025	08/18/2025	T-Mobile	Cell Phone - O&M Manager; Cell Phone Service 07/2025	2,919.43
77498	07/31/2025	08/18/2025	Quick Quack Car Wash Holdings, LLC	Car Washes - (8) Fleet Vehicles 07/2025	64.00
77499	07/28/2025	08/18/2025	Conservation Rebate Program	4950 Peninsula Point Dr - (3) Toilet Rebates	225.00
77500	07/31/2025	08/18/2025	Vortex Industries, LLC	Gate Drive Chain Replacement - BLM	2,574.95

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
77501	08/07/2025	08/18/2025	InfoSend, Inc.	Customer Billing Statements 06/2025 - 07/2025; Maintenance/ IVR Transaction Fees 07/2025	2,789.27
77502	07/29/2025	08/18/2025	PACE Supply Corp	(38) Repair Clamps, General Operations/ Maintenance Supplies	21,387.88
77503	08/04/2025	08/18/2025	Staples, Inc.	Office Supplies	718.52
77504	07/23/2025	08/18/2025	Amazon Capital Services, Inc.	General Operations/ Maintenance Supplies	26.56
77505	07/21/2025	08/18/2025	Conservation Rebate Program	3220 Tallmon St - Landscape Rebate	150.00
77506	07/28/2025	08/18/2025	Conservation Rebate Program	3117 Ellis Ct - Toilet Rebate	75.00
77507	07/29/2025	08/18/2025	Conservation Rebate Program	3055 Berney Dr - Toilet Rebate	75.00
77508	07/28/2025	08/18/2025	Conservation Rebate Program	3084 Crescent Ave - Washer Rebate	150.00
77509	07/28/2025	08/18/2025	Conservation Rebate Program	3162 Eucalyptus St #14 - Washer Rebate	150.00
77510	07/28/2025	08/18/2025	Conservation Rebate Program	3058 Phillip Cir - Washer Rebate	100.00
77511	07/21/2025	08/18/2025	Conservation Rebate Program	3255 Vista Del Camino Cir - Washer Rebate	150.00
77512	07/16/2025	08/25/2025	Quinn Company	Generator Troubleshooting - East Garrison LS	701.22
77513	08/08/2025	08/25/2025	Carlons Fire Extinguisher	Annual Fire Extinguisher Inspection	1,349.43
77514	08/08/2025	08/25/2025	PG&E	Electric Service 07/2025	2,334.45
77515	08/08/2025	08/25/2025	PG&E	Electric Service 07/2025	15,972.80
77516	07/31/2025	08/25/2025	Monterey Regional Waste Management District	Yard Waste Disposal - O&M Yard	60.00
77517	07/18/2025	08/25/2025	Verizon Wireless	Cell Phone Service 07/2025	497.76
77518	07/30/2025	08/25/2025	Johnson Controls Security Solutions LLC	IOP Security 07/2025	19.42
77519	08/08/2025	08/25/2025	Maggiora Bros Drilling	Destruction - Well 3	16,800.00
77520	07/31/2025	08/25/2025	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	2,682.25
77521	07/16/2025	08/25/2025	Val's Plumbing & Heating, Inc.	HVAC Service - IOP Office	593.37
77522	08/05/2025	08/25/2025	E&M Electric and Machinery, Inc.	Software Toolbox Support Renewal 11/17/25 - 11/16/26	1,503.00
77523	07/31/2025	08/25/2025	Pacific Ag Rentals LLC	(6) Mobile Restroom Rentals - MCWD Sites 07/2025	729.75
77524	05/01/2025	08/25/2025	Daiohs USA	Coffee Supplies	470.17
77525	07/28/2025	08/25/2025	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	124.50
77526	08/12/2025	08/25/2025	Conservation Rebate Program	115 Lakewood Dr - Toilet Rebate	75.00
77527	08/16/2025	08/25/2025	U.S. Bank National Association	IOP B Side Office Copier Lease 08/10 - 09/09	275.32
77528	08/07/2025	08/25/2025	Remy Moose Manley, LLP	Legal Services 07/2025	15,736.50
77529	08/08/2025	08/25/2025	ICONIX Waterworks (US), Inc.	(16) Valve Lock-Out Boxes, (2) Mechanical Joints, Repair Clamp, Coupler, General Operations/ Maintenance Supplies	7,907.26
77530	07/09/2025	08/25/2025	Western Exterminator Company	Pest Trapping, Removal - Ord Office	500.00
77531	07/29/2025	08/25/2025	TW Associates, LLC	(2) Total Chlorine Sensors	4,456.82
77532	08/07/2025	08/25/2025	Trucksis Ent, Inc.	General Conservation Supplies	572.47
77533	07/23/2025	08/25/2025	Interstate Battery of San Jose	General Operations/ Maintenance Supplies	113.06
77534	07/25/2025	08/25/2025	Monterey Bay Air Resources District	Permit Fees - Gensets	12,164.00
77535	07/31/2025	08/25/2025	InfoSend, Inc.	Customer Billing Statements 07/2025	5,093.19
77536	07/25/2025	08/25/2025	Automationdirect.com Inc	General Operations/ Maintenance Supplies	96.69
77537	08/19/2025	08/25/2025	Conservation Rebate Program	4610 Peninsula Point Dr - Washer Rebate	150.00
77538	08/15/2025	08/25/2025	Blaine Tech Services Inc	Groundwater Sampling/ Testing - (4) Deep Monitoring Wells	18,070.00
77539	08/15/2025	08/25/2025	First Alarm	Security, Fire Alarm Monitoring - MCWD Offices 06/2025, 09/2025	871.12

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
77540	08/06/2025	08/25/2025	Pacific Surveys, LLC	Geophysical Well Logging - (3) Monitoring Wells	12,341.86
77541	08/01/2025	08/25/2025	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 08/2025	934.53
77542	08/14/2025	08/25/2025	Conservation Rebate Program	3146 Crestview Ct - (2) Toilet Rebates	150.00
77543	08/14/2025	08/25/2025	Conservation Rebate Program	501 Ridgeview Ave - Toilet Rebate	50.00
ACH	08/01/2025	08/01/2025	Payroll Direct Deposits	Payroll Ending 07/25/25	155,407.68
ACH	08/01/2025	08/01/2025	CalPERS	Payroll Ending 07/25/25	42,339.68
ACH	08/01/2025	08/01/2025	Empower Retirement	Payroll Ending 07/25/25	18,984.28
ACH	08/01/2025	08/01/2025	Internal Revenue Service	Payroll Ending 07/25/25	69,333.81
ACH	08/01/2025	08/01/2025	State of California - EDD	Payroll Ending 07/25/25	15,745.59
ACH	08/01/2025	08/01/2025	WageWorks, Inc.	Payroll Ending 07/25/25	2,270.53
501977	08/01/2025	08/01/2025	Teamsters Local Union No. 856	Payroll Ending 07/25/25	866.00
501978	08/01/2025	08/01/2025	CA State Disbursement Unit	Payroll Ending 07/25/25	348.46
ACH	08/08/2025	08/08/2025	Board Compensation Direct Deposits	Board Compensation 06/2025	415.57
ACH	08/08/2025	08/08/2025	Internal Revenue Service	Board Compensation 06/2025	68.86
ACH	08/15/2025	08/15/2025	Payroll Direct Deposits	Payroll Ending 08/08/25	156,443.13
ACH	08/15/2025	08/15/2025	CalPERS	Payroll Ending 08/08/25	42,670.92
ACH	08/15/2025	08/15/2025	Empower Retirement	Payroll Ending 08/08/25	18,885.49
ACH	08/15/2025	08/15/2025	Internal Revenue Service	Payroll Ending 08/08/25	68,871.83
ACH	08/15/2025	08/15/2025	State of California - EDD	Payroll Ending 08/08/25	15,562.45
ACH	08/15/2025	08/15/2025	WageWorks, Inc.	Payroll Ending 08/08/25	2,270.53
501979	08/15/2025	08/18/2025	CA State Disbursement Unit	Payroll Ending 08/08/25	348.46
501980	08/04/2025	08/18/2025	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 09/2025	107,933.91
501981	08/21/2025	08/27/2025	ACWA Joint Power Ins Authority	Workers Compensation Insurance 04/01/2025 - 06/30/2025	17,363.85
501982	08/21/2025	08/27/2025	Calif-Nevada Section, AWWA	Backflow Assembly Tester Exam Fee	340.00
501983	07/09/2025	08/27/2025	CWEA - Monterey Bay Section	Grade II Collection System Certification Renewals	238.00
501984	07/25/2025	08/27/2025	AFLAC	Employee Paid Benefits 07/2025	2,026.86
501985	08/21/2025	08/27/2025	Employee Reimbursement	Grade II Water Distribution Certification Renewal	60.00
501986	07/25/2025	08/27/2025	Employnet, Inc.	Temporary Customer Service Representative 06/30 - 07/17	4,407.36
501987	07/18/2025	08/27/2025	Principal Life	Employee Paid Benefits 08/2025	513.36
501988	07/25/2025	08/27/2025	Lincoln National Life Insurance Company	Life, Disability, AD&D Insurance 07/2025	4,049.00
501989	07/23/2025	08/27/2025	WageWorks, Inc.	FSA Admin Fees 06/2025 - 07/2025	424.00
501990	07/22/2025	08/27/2025	Federico Embroidery	Uniform Benefit - Administration	95.60
501991	07/16/2025	08/27/2025	Transamerica Life Insurance Company	Employee Paid Benefits 07/2025	313.96
501992	07/31/2025	08/27/2025	Cintas Corporation No. 630	Uniforms, Towels, Rugs 07/2025	1,521.00
501993	06/30/2025	08/27/2025	Regional Government Services Authority	Human Resource Consulting Services 06/2025	13,405.60
ACH	08/29/2025	08/29/2025	Payroll Direct Deposits	Payroll Ending 08/22/25	168,895.14
ACH	08/29/2025	08/29/2025	CalPERS	Payroll Ending 08/22/25	43,270.95
ACH	08/29/2025	08/29/2025	Empower Retirement	Payroll Ending 08/22/25	18,685.49
ACH	08/29/2025	08/29/2025	Internal Revenue Service	Payroll Ending 08/22/25	77,755.27
ACH	08/29/2025	08/29/2025	State of California - EDD	Payroll Ending 08/22/25	17,834.05
ACH	08/29/2025	08/29/2025	WageWorks, Inc.	Payroll Ending 08/22/25	2,270.53

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
Total Disbursements for August 2025					3,266,415.95

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 7-B

**Meeting Date:** September 22, 2025

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 18, 2025

**Staff Recommendation:** Approve the draft minutes of the August 18, 2025 regular joint Board/GSA meeting.

**Background:** *Strategic Plan, Mission Statement – Marina Coast Water District delivers safe and environmentally sustainable water, recycled water, and wastewater services that meet community needs.*

**Discussion/Analysis:** The draft minutes of August 18, 2025 are provided for the Board to consider approval.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:**    ☐ Yes    ☒ No    **Funding Source/Recap:** None

**Other Considerations:** The Board can suggest changes/corrections to the minutes.

**Material Included for Information/Consideration:** Draft minutes of August 18, 2025.

**Action Required:**    ☐ Resolution    ☒ Motion    ☐ Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_



# Marina Coast Water District

## Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting  
August 18, 2025

### Draft Minutes

#### 1. Call to Order:

President Morton called the meeting to order at 6:00 p.m. on August 18, 2025 at 920 2nd Avenue, Marina, California.

#### 2. Roll Call:

##### Board Members Present:

Gail Morton – President  
Jan Shriner – Vice President  
Brad Imamura  
Thomas P. Moore

##### Board Members Absent:

Stacey Smith

##### Staff Members Present:

Remleh Scherzinger, General Manager  
Roger Masuda, District Counsel  
Derek Cray, Operations and Maintenance Manager  
Mary Lagasca, Director of Administrative Services  
Garrett Haertel, District Engineer  
Patrick Breen, Water Resources Manager  
Garren Fisher, Controller  
Derrell Parker, Customer Service Administrator  
Teo Espero, Information Technology Administrator  
Paula Riso, Executive Assistant/Clerk to the Board

##### Audience Members:

Access Media Productions  
Andy Sterbenz, Schaaf & Wheeler Consulting Civil Engineers  
Martin Rauch, Rauch Communications Inc.  
Tanisha and Grayson Parker



3. Pledge of Allegiance:

Mr. Derrell Parker, Customer Service Administrator, led everyone present in the pledge of allegiance.

4. Introduction of New District Customer Service Administrator:

Ms. Mary Lasagna, Director of Administrative Services, introduced Mr. Parker to the Board and welcomed him to the District. The Board extended their welcome to Mr. Parker and family and noted they look forward to his service to the District.

5. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:10 p.m. to discuss the following items:

6. Closed Session:

- A. Pursuant to Government Code 54956.9  
Conference with Legal Counsel – Existing Litigation  
Name of Case/Claimant – Peter Le - 1 claim
- B. Pursuant to Government Code 54956.9  
Conference with Legal Counsel – Existing Litigation  
Application of California-American Water Company to Obtain Approval of the Amended and Restate Water Purchase Agreement for the Pure Water Monterey Groundwater Replenishment Project, Update Supply and Demand Estimates for the Monterey Peninsula Water Supply Project, and Cost Recovery, before the California Public Utilities Commission, Application 21-11-024

The Board ended closed session at 7:05 p.m. President Morton reconvened the meeting to open session at 7:09 p.m.

7. Reportable Actions Taken During Closed Session:

President Morton stated that there was no reportable action taken during closed session.

8. Oral Communications:

President Morton recognized Ms. Lagasca for the District's 17<sup>th</sup> Annual Government Finance Officers Association.

9. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Item:

1. Adopt Resolution No. 2025-GSA01 to Approve a Professional Services Agreement with EKI Environment & Water, Inc. for the Monterey Subbasin Groundwater Sustainability Plan Implementation for Fiscal Year 2025-2026:

Mr. Patrick Breen, Water Resources Manager, introduced this item and explained the scope of work. President Morton asked that the Scope of Work be brought to the Resource and Groundwater Sustainability Committee for additional review.

Director Moore made a motion to adopt Resolution No. 2025-GSA01 to Approve a Professional Services Agreement with EKI Environment & Water, Inc. for the Monterey Subbasin Groundwater Sustainability Plan Implementation for Fiscal Year 2025-2026. Vice President Shriner seconded the motion. The motion was passed by the following vote:

Director Imamura	-	Yes	Vice President Shriner	-	Yes
Director Moore	-	Yes	President Morton	-	Yes
Director Smith	-	Absent			

10. Return to Marina Coast Water District Matters:

11. Consent Calendar:

With regards to Agenda Item 11-A, Director Imamura asked for clarification on Check No. 77334. With regards to Agenda Item 11-E, Vice President Shriner asked to clarify the Resolution No. Ms. Riso confirmed that the Resolution No. for Agenda Item 11-E should be 2025-43. President Morton inquired why CIP GW-0112 was not originally budgeted for FY 2025-2026 and is now being added. Mr. Garrett Haertel, District Engineer, explained that it was completing some outstanding tasks for that project that were anticipated to be completed in the last fiscal year, but now need to be carried over.

President Morton made a motion to approve the Consent Calendar consisting of items: A) Receive the Check Register for the Month of July 2025; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 14, 2025; C) Receive the Second Quarter Investment Report for Calendar Year 2025; D) Adopt Resolution No. 2025-42 to Adopt the FY 2025-2026 District Investment Policy; and, E) Adopt Resolution No. 2025-43 to Amend the FY 2025-2026 Capital Improvement Program Budget. Director Moore seconded the motion.

The motion was passed by the following vote:

Director Imamura	-	Yes	Vice President Shriner	-	Yes
Director Moore	-	Yes	President Morton	-	Yes
Director Smith	-	Absent			

12. Action Items:

A. Receive an End of Year Engineering Report:

Mr. Haertel introduced this item and gave a presentation reviewing how the Capital Improvement Plan Projects are determined, scheduled, and how they are funded. He reviewed the projects that were completed in FY 2024-2025 and which ones are still ongoing. The Board asked clarifying questions.

President Morton stated the report was received.

B. Adopt Resolution No. 2025-44 to Approve an Inspection Services Contract between MCWD and Wallace Group for Inspection of the Tate Park Lift Station Capital Improvement Project (MS-2401)

Mr. Haertel introduced this item.

Director Moore made a motion to adopt Resolution No. 2025-44 to approve an Inspection Services Contract between MCWD and Wallace Group for inspection of the Tate Park Lift Station Capital Improvement Project (MS-2401). Vice President Shriner seconded the motion. The motion was passed by the following vote:

Director Imamura	-	Yes	Vice President Shriner	-	Yes
Director Moore	-	Yes	President Morton	-	Yes
Director Smith	-	Absent			

C. Adopt Resolution No. 2025-45 to Award a Professional Service Agreement to Wallace Group for Engineering Services for the Design of the Reservation Road Desalination Plant Renovation Capital Improvement Program Project (OW-2404):

Mr. Haertel introduced this item and Mr. Jack Gao, Senior Project Manager. Mr. Gao reviewed the revised contract that was included on the dais. The Board asked clarifying questions.

Director Moore made a motion to adopt Resolution No. 2025-45 to Award a Professional Service Agreement to Wallace Group for Engineering Services for the Design of the Reservation Road Desalination Plant Renovation Capital Improvement Program Project (OW-2404). President Morton seconded the motion. The motion was passed by the following vote:

Director Imamura	-	Yes	Vice President Shriner	-	Yes
Director Moore	-	Yes	President Morton	-	Yes
Director Smith	-	Absent			

- D. Adopt Resolution No. 2025-46 to Award a Construction Contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Imjin Lift Station Odor Control Project (OS-0348):

Mr. Haertel introduced this item.

Director Moore made a motion to adopt Resolution No. 2025-46 to Award a Construction Contract to Monterey Peninsula Engineering for General Construction Services for the Construction of the Imjin Lift Station Odor Control Project (OS-0348). Vice President Shriner seconded the motion. The motion was passed by the following vote:

Director Imamura	-	Yes	Vice President Shriner	-	Yes
Director Moore	-	Yes	President Morton	-	Yes
Director Smith	-	Absent			

13. Informational Items:

A. General Manager's Report:

Mr. Scherzinger reported the following:

1. three quitclaim deeds were received from the City of Seaside for properties that should have been transferred to the District after the completion of the 2010 Land Transfer Agreement;
2. Ms. Lagasca has worked with Monterey One Water and both agencies have come to an agreement on the Operation and Maintenance charges for the Pure Water Monterey Phase I;
3. following the execution of the Settlement Agreement, easements have been received from CSUMB and are ready to be recorded; and,
4. the Solar Project is underway and MCWD is on its way to becoming its own microgrid.

B. Committee and Board Liaison Reports:

1. Budget and Engineering Committee:

Director Moore gave a brief update.

2. Community Outreach and Personnel Committee:

Director Imamura gave a brief update.

3. Resource and Groundwater Sustainability Committee:

Director Moore gave a brief update.

4. Special Districts Association of Monterey County:

Vice President Shriner gave a brief update.

5. M1W Board Member Liaison:

Director Moore gave a brief update.

14. Board Member Requests for Future Agenda Items:

Vice President Shriner asked to discuss SB1255, a low income assistance program.

15. Director's Comments:

Director Imamura, Director Moore, Vice President Shriner, and President Morton made comments.

16. Adjournment:

President Morton adjourned the meeting at 8:44 p.m.

APPROVED:

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Gail Morton, President

ATTEST:

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Paula Riso, Deputy Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 7-C

**Meeting Date:** September 22, 2025

**Prepared By:** Derek Cray

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Adoption of Resolution No. 2025-47 to Approve an Emergency Alert and Data Sharing Agreement Between the County of Monterey and the Marina Coast Water District for Emergency Alerts

**Staff Recommendation:** Adopt Resolution No. 2025-47 and approve the Emergency Alert and Data Sharing Agreement and authorize the General Manager or their designee to execute the Agreement.

**Background:** *Strategic Plan, Goal No. 5.2- The District provides prompt, responsive service to customer needs and requests.*

*Strategic Plan, Goal No. 5.4- The District's Board and Staff develop and maintain productive, mutually beneficial collaborative partnerships with the County, municipalities, neighboring water providers, and other stakeholders.*

Marina Coast Water District (MCWD or District) provides water, recycled water, and wastewater to nearly 41,000 customers through approximately 22,000 service connections and 420 miles of mainline between both water and sewer systems. Currently, the District does not have an alerting system (i.e., reverse 911 or similar method) to alert its residents in the event of a utility emergency; therefore, the District would need to rely on door-to-door notifications and or news media to provide notifications, which could delay prompt Health & Safety notifications in the event of a major emergency.

**Discussion/Analysis:** The District has been proactively working with the County of Monterey's Emergency Operations Center (EOC) department to allow the District to utilize the EOC's alert Monterey County warning system. Recently, the District and EOC have established an informal arrangement whereby the EOC will provide notification in the event of a large-scale emergency, such as a system-wide boil water notice. The District worked to formalize a written agreement that would allow MCWD the direct use of the EOC's alerting software system and provide the District with assurance that notifications could be made when needed.

Under the proposed Emergency Alerting and Data Sharing Agreement (Agreement), the District would have full access to send out pre-populated emergency warnings to its customers, as well as free-form notifications if needed, and the use an employee call-out list should widespread notification to District employees be needed, such as "a return to work immediately" or "do not show up" order. The EOC will work with the District to send out our own alerts as an option, or alternatively, we could continue to utilize the EOC to send the alerts on our behalf. The Agreement offers considerable flexibility, enabling the District to adjust its notification practices as needed. Notification would typically be done via the Alert Monterey County alerting system, which sends out a text message.

At the initial enrollment, the EOC is required to send out an alert notifying the District's customers that they have been enrolled in the alerting system and provide them with the ability to opt out of the system. Once a customer is enrolled, the alerting system will be set up with the District as a subgroup, which will allow the District to send alerts to just our customers for certain emergencies, such as a targeted audience for a boil water notice for a particular street. However, if the event was larger and affected a wider audience than just our District customers, we could utilize the EOC's established list, which would have a mixture of District customers and non-District customers. An example of utilizing an expanded list beyond the District's customers would be if we had a large-scale water main break on an arterial roadway, causing road blockages. In that scenario, we may want to target an alert beyond our customers, as other citizens in the surrounding area may be affected by the road closures.

Currently, there are no water or wastewater providers, or other Special Districts that are a part of Alert Monterey County and the EOC. The District would become the first non-local City or school to be a part of the Alert Monterey County system. An initial one-time fee of \$8,000.00 will be charged to the District. These costs will cover all training, the creation of pre-populated templates for emergencies by the EOC, and the uploading of the District's contact information into the database, as well as sending the opt-out alert. The ongoing annual fee will be \$4,000.00, which is equivalent to what a small City pays annually to access the EOC system. These annual costs will cover ongoing training, new customer data uploads, and access to the EOC to send alerts on behalf of the District.

If the District's Board approves the Agreement, the District will execute it, and the EOC plans to present the executed copy to the Monterey County Board of Supervisors at their Regular meeting in October, for approval.

As the District's service population is rapidly expanding, a rapid notification program is needed to be in place in case of a large-scale emergency. Therefore, it is recommended that the Board approve the Agreement, which will enable the District to utilize the EOC's alert and warning system.

**Environmental Review Compliance:** None.

**Legal Counsel Review:** Legal Counsel has reviewed the Agreement.

**Climate Adaptation:** None.

**Financial Impact:** ☒ Yes ☐ No Funding Source/Recap: Funding for the initial \$8,000 and annual \$4,000 will be spread across all District accounts at the general percentage.

**Other Considerations:** None.

**Material Included for Information/Consideration:** Resolution No. 2025-47; and, a copy of the Emergency Alerting and Data Sharing Agreement.

**Action Required:** ☒ Resolution ☐ Motion ☐ Review

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Board Action

Motion By\_\_\_\_\_ Seconded By\_\_\_\_\_ No Action Taken\_\_\_\_\_

Ayes\_\_\_\_\_

Abstained\_\_\_\_\_

Noes\_\_\_\_\_

Absent\_\_\_\_\_



September 22, 2025

Resolution No. 2025 - 47  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving an Emergency Alert and Data Sharing Agreement  
Between the County of Monterey and the Marina Coast Water District for  
Emergency Alerts

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on September 22, 2025, at 920 Second Avenue, Marina, California.

WHEREAS, the District provides water, recycled water, and wastewater to nearly 41,000 customers through approximately 22,000 service connections and 420 miles of mainline between both water and sewer systems; and,

WHEREAS, the District currently does not have an emergency alert system in place; and,

WHEREAS, the County of Monterey, Emergency Operations Center (EOC), currently has systems in place to provide alerts and warnings in the event of an emergency for cities and schools within Monterey County; and,

WHEREAS, the District desires to have a formal agreement with the Monterey County EOC to allow the District to provide emergency warnings and alerts to District customers and nearby citizens that could be affected by a utility emergency; and,

WHEREAS, the District and the County of Monterey have worked together to formalize an Emergency Alerting and Data Sharing Agreement to provide the District the ability to send out alerts and warnings for emergencies; and,

WHEREAS, the District's customer information will be used only for emergency alerts, and all customers will have the option to opt out of the alert system upon enrollment.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby:

1. adopt Resolution No. 2025-47 to approve the Emergency Alerting and Data Sharing Agreement between the County of Monterey and Marina Coast Water District.
2. authorize the General Manager or his designee to execute the Agreement and direct the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on September 22, 2025, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, President

ATTEST:

\_\_\_\_\_  
Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2025-47 adopted September 22, 2025.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

**EMERGENCY ALERTING AND DATA SHARING AGREEMENT  
BETWEEN  
THE COUNTY OF MONTEREY,  
AND  
MARINA COAST WATER DISTRICT**

This Emergency Alerting and Data Sharing Agreement (“Agreement”) is made by and between the **Marina Coast Water District**, an independent, publicly owned special district, (hereinafter referred to as “MCWD” or “DISTRICT”) and the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and collectively referred to as “the Parties.”

<b>COUNTY Contact:</b>	<b>DISTRICT Contact:</b>
Laura Emmons Emergency Services Manager 831-521-0089 emmonsl@countyofmonterey.gov	Derek Cray Operations Manager 831-883-5903 dcray@mcwd.org

## **1. PURPOSE**

The COUNTY, through the Department of Emergency Management (DEM) is a designated alerting authority for the Monterey County Operational Area and manages and maintains a countywide emergency notification system (hereinafter referred to as “System”). The DISTRICT is required to alert their customers and residents of possible hazards, warnings, and recommendations to the water and wastewater systems controlled by the DISTRICT. This Agreement establishes mutually agreeable terms and conditions for the DISTRICT to access and use the System. This Agreement address the specific roles, responsibilities and authorities of the COUNTY and the DISTRICT while using the System. This Agreements allow the use of the System by authorized personnel of the DISTRICT in order to provide emergency notifications and warnings to its customers. This Agreement permits the COUNTY use of DISTRICT customer contacts data for emergency alerting purposes pursuant to Government Code Section 8593.4 for the sole purpose of enrolling COUNTY residents in a COUNTY-operated emergency warning system. This agreement also authorizes the COUNTY to send such emergency alerts as are reasonably necessary for the health and safety of residents on behalf of the DISTRICT.

## **2. DEFINITIONS**

**Alert Monterey County:** Alert Monterey County is the public facing name of the System as defined below.

**Alert and Warning:** Alert and Warning includes various pathways and technologies used to communicate public information that is critical to the preservation of life and property, impending natural or human-made disasters, threats, or dangerous or missing persons. Alert and Warning includes the Integrated Public Alert & Warning System (IPAWS) and local alerting systems using various channels of communication.

**Alerting Authority:** An Alerting Authority is a jurisdiction with the designated authority to alert and warn the public when there is an impending natural or human-made disaster, threat, or dangerous or missing person. The County of Monterey, the Department of Emergency Management and the Emergency Communications Department are the Alerting Authorities for the Monterey County Operational Area as designated by the Federal Emergency Management Agency (FEMA) (IPAWS Alerting Authority ID 200061).

**Alert Pathways:** The emergency notification System enables multi-modal delivery of alerts. This includes, Wireless Emergency Alerts (WEA), Emergency Alert System (EAS) alerts, voice calls, SMS text messages, Email messages, teletypewriter (TTY) messages, social media posts, and RSS Feed messages. Alert pathways can be targeted to a specific geographical zone and/or custom area. Each Alert Pathway uses a selected/ targeted contact database to filter the alerted end recipients.

**Authorized Users:** An individual authorized by a User Agency or Sub-Organization to access and utilize the System in accordance with their assigned permissions. Users must complete required training and operate within the scope of their access level and responsibilities. There are multiple **User Types**, which is a classification assigned to a User based on their functional role and access level within the System. These user profiles determine system permissions, scope of communication, and available tools. User Types include:

- **System Administrator:** Full administrative control across all organizations and sub-orgs, including system configuration, user management, template creation, and alert permissions.
- **Program Administrator:** Highest tier administrator for a single sub-org. Can manage users, templates, contacts, and approve alerts for their sub-org, but cannot configure platform-wide settings.
- **Alert Manager:** Authorized to create and edit all alert types and templates in the System to which they are assigned.
- **Contact Manager:** Manages and maintains the contact database with the sub-org to which they are assigned.
- **User/ Dispatcher:** Restricted to creating and sending alerts in the Sub-Org to which they are assigned. It is possible to restrict this role to accessing and launching alerts from templates only.

**Integrated Public Alert & Warning System (IPAWS):** FEMA's System for local alerting that provides authenticated emergency information through mobile phones using WEA, to radio and television via the EAS, and on the National Oceanic and Atmospheric Administration's (NOAA) Weather Radio.

**System:** The Emergency Mass Notification System, as established in the Agreement.

**Sub-Organization (Sub-Org):** A limited access unit of the System created so that Users, registered locations, and alert profiles that belong to one Sub-Org will not be visible to other Sub-Orgs. This ensures each Sub-Org can only issue alerts only to their own contacts. Sub-Org access is configured and managed by the COUNTY.

### 3. UNDERSTANDING OF THE PARTIES

#### 3.1 Access to Mass Notification System (System)

- 3.1.1 Existing Capabilities and Access Rights- COUNTY will provide DISTRICT with a System Sub-Org, the DISTRICT Sub-Org will allow the following access:
- I. Preloaded Contact Database: The DISTRICT will upload and manage contact groups, such as staff or customers.
  - II. Alert Pathways: The DISTRICT can manage and send alerts to their own contact groups, such as staff or customers.
  - III. User Role Assignments: The DISTRICT may assign specific user roles within their organization. This includes Program Administrator, Alert Manager, Contact Manager, and Users.
  - IV. Internal Alert Templates: The DISTRICT will have access to alert templates.

- V. Generating Reports: The DISTRICT will have the ability to generate at least two types of report; Notification History and Contact Group Reports
- VI. Platform Help Center Access: The DISTRICT will have full access to Platform Help Center for user guides, FAQ, and troubleshooting articles.

3.1.2 Alerting, testing, and training is strictly limited to contact information uploaded by the DISTRICT. The DISTRICT Sub-Org does not have access to public alerting tools such as IPAWS or WEA and cannot issue jurisdiction-wide notifications. Their alerting capabilities are restricted to internal or organization-specific audiences, such as employees, customers, or facility-specific stakeholders. The DISTRICT will have access to send the following alert types to their specific contact database: voice calls, SMS text messages, email messages, and TTY messages. The DISTRICT will have access to the social media pathway, if enabled. The DISTRICT can send geographically targeted message to contacts within their contact database.

3.1.3 The Parties will coordinate on the development of pre-drafted, bilingual emergency alert message templates. These templates may be used by the DISTRICT when issuing alerts and by the COUNTY when issuing alerts on behalf of the DISTRICT.

3.1.4 Additional Emergency Alerting

- I. The COUNTY, at its sole discretion, agrees to issue emergency alerts to contacts within the geographic jurisdiction of the DISTRICT, including DISTRICT contacts and using delivery pathways not available under the DISTRICT Sub-Org access. The COUNTY retains sole authority over the timing, final message content, geographic areas notified, and selected delivery pathways. This decision may be influenced by the prioritization of concurrent emergency alerts or on going emergency response and recovery operations.
- II. The DISTRICT agrees to provide the COUNTY with recommended message language, target alerting areas, and preferred delivery pathways for each anticipated or requested alert. All recommendation are subject to final review, modification, and approval by the COUNTY.
- III. The County shall be held harmless for any mis-sent, false, failed, or delayed alerts.
- IV. All requests for additional emergency alerting will be made through the COUNTY DEM Duty Officer or, if Emergency Operations Center (EOC) is activated, through the COUNTY EOC. Alerts sent by the COUNTY will be limited to urgent emergency alerts and disseminated based on the current situation and competing priorities.

3.2 DISTRICT Responsibilities

3.2.1 DISTRICT will ensure that only trained and authorized personnel have access to the System. DISTRICT shall, without delay, remove any and all persons no longer employed or otherwise unauthorized to issue alerts messages on behalf of the DISTRICT from the System.

3.2.2 The DISTRICT Program Administrator will be responsible for vetting and verifying which employees have completed required trainings in order to obtain access to the System. DISTRICT shall verify that, at a minimum, all users with access to the system:

- I. Are current agents of the DISTRICT with authority to access the system
- II. Have read, understand, and agree to the terms of the Agreement
- III. Have satisfied, at minimum, the training requirements set forth in this Agreement

- 3.2.3 Training Requirements. The DISTRICT will ensure all Users and Program Administrators receive mandatory COUNTY System Training for New Users and annual refresher trainings, as needed.
- 3.2.4 Use of the System Alerting Capabilities
- I. The System is not authorized for routine messages, messages of a commercial or political nature, and any non-official messages.
  - II. In accordance with California State Assembly Bill 1638, the DISTRICT shall provide information related to an emergency in English and in all languages spoken jointly and in common by 5 percent or more of the population that does not primarily speak English.
  - III. If an alert is issued by the DISTRICT, the DISTRICT must ensure that all recipients are notified when the alert has ended.
  - IV. The DISTRICT should consider best practices in the State of California Alert & Warning Guidelines when sending messages in the System.
- 3.2.5 There is no required system testing at the DISTRICT level. It is recommended that System Users and Program Administrators, as outlined above, perform skills testing on a regular basis.
- 3.2.6 The DISTRICT will update their System contact data at minimum every two years. When updating contacts, the DISTRICT will ensure their customers/contacts are notified of their enrollment in the System and that new enrollees are given an opportunity to opt-out.

### 3.3 COUNTY Responsibilities

- 3.3.1 The COUNTY will coordinate, administer, and maintain the emergency notification System and will serve as the overall System Administrator.
- 3.3.2 The COUNTY will work with the System vendor to add the DISTRICT as a new Sub-Org. The COUNTY will assist with uploading initial contact data, creating contact groups for distribution, developing alert templates, and providing initial training.
- 3.3.3 With the approval of the COUNTY Board of Supervisors, the COUNTY shall be the signatory on agreements with third-party vendors for services such as, but not limited to, support of systems required under this Agreement.
- 3.3.4 As System Administrator, all requests for new users must be made through the COUNTY. Once the COUNTY receives a new user request from the DISTRICT, the COUNTY will validate it for appropriate need and configuration and take the appropriate steps to create that user.
- 3.3.5 Annually, if needed, the COUNTY will assist the DISTRICT with an update of contact data. At the request of the DISTRICT and at the discretion of the COUNTY, the COUNTY may assist with this update more frequently than annually.
- 3.3.6 THE COUNTY will provide at least one (1) training annually on use of the System to the DISTRICT at the request of the DISTRICT. The COUNTY will also provide train-the-trainer training to the DISTRICT and facilitate and support additional available mass notification training.

- 3.3.7 If a major change occurs in the System that requires migration or transition the COUNTY will ensure the District will continue to have an equivalent level of access and will provide additional training for Users and Program Administrators, as needed.
- 3.3.8 The COUNTY will ensure that only emergency related notifications are sent to the public. If the DISTRICT utilizes the System for any other purpose other than set forth herein, three levels of response will be forthcoming:
  - I. First violation: Notice of failure to adhere to the Agreement is sent to the DISTRICT.
  - II. Second violation: Privilege revoked for individual offending user(s) for one (1) year and individual offending user(s) will be required to complete user training before being reinstated.
  - III. Third violation: The DISTRICT loses permission to use the SYSTEM for one (1) year and requires remedial training for system administrators and users prior to reinstatement

## **4. TERM**

- 4.1 This Agreement shall become effective as of the last date opposite the respective signatures.
- 4.2 The initial term of this agreement shall be for three years plus the remainder of the fiscal year that the agreement is executed, unless terminated sooner by mutual consent of all Parties. Upon completion of the initial three-year term, this Agreement shall automatically be renewed for successive periods of two years.
- 4.3 If the DISTRICT seeks to terminate this Agreement, they shall provide written notice to the COUNTY, before invoicing is sent out for the upcoming fiscal year. The DISTRICT will remain responsible for the costs for the fiscal year in which they withdraw. Upon withdrawal, the DISTRICT relinquishes all rights and access to System at the end of that fiscal year.
- 4.4 Termination for Cause. The COUNTY and the DISTRICT, may terminate this Agreement for cause, including the DISTRICT's failure to fully pay agreed upon costs, as well as any other breach of this Agreement. Cause for termination includes compliance with any requirement imposed upon the Parties as specified in this Agreement.
- 4.5 The DISTRICT acknowledges that a new funding agreement for Alert and Warning may be developed between the COUNTY and the entities that make up the current Alert and Warning users under the 911 Services Agreement. The COUNTY will notify the DISTRICT, of the development of a countywide Alert and Warning Agreement and provide the DISTRICT an opportunity to participate. A countywide Alert and Warning Agreement will supersede this Agreement.

## **5. COST STRUCTURE**

- 5.1 Onboarding Cost of \$8,000 is one time only and is inclusive of annual cost for the remainder of fiscal year in which the Agreement is executed, and includes:
  - 5.1.1 Set up of DISTRICT Sub-Org in the System, including Tailoring system settings, permissions, and roles to the DISTRICT's specific needs
  - 5.1.2 Contact data upload and contact group creation in DISTRICT Sub-Org
  - 5.1.3 Alert template development in DISTRICT Sub-Org
  - 5.1.4 Initial Sub-Org Administration training and User training
  - 5.1.5 System and Sub-Org Testing

#### 5.1.6 Documentation, Standard Operating Procedures, and Admin Manuals

#### 5.2 Annual Fee of \$4,000, includes:

- 5.2.1 Ongoing access to the emergency notification System
- 5.2.2 Annual assistance with DISTRICT contact update
- 5.2.3 Minimum of one (1) training annually
- 5.2.4 Alert Support from 24/7 COUNTY DEM Duty Officer
- 5.2.5 Access to System updates and enhancement
- 5.2.6 System administrative support, as needed

## 6. BILLING

- 6.1 The COUNTY will invoice the DISTRICT for the Onboarding Fee upon execution of this Agreement, and then annually during the 1<sup>st</sup> Quarter of the Fiscal Year.
- 6.2 If the DISTRICT disputes payment owed to COUNTY, the DISTRICT shall notify COUNTY within 30 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for COUNTY to sample invoice maybe review and act. COUNTY shall provide any requested information within 30 calendar days. If COUNTY is unable to respond within 30 calendar days, the Party disputing the billing shall be relieved of any delinquency payment until 30 days after the information is provided.
- 6.3 Payments are due to within 30 days of the billing date. Payments are considered late after 30 days of non-payment by DISTRICT and shall accrue a 5% penalty on any amount owed every 30 days until paid in full. If DISTRICT does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the COUNTY will limit or remove DISTRICT's access to the System.

## 7. DATA PRIVACY & CONFIDENTIALITY

- 7.1 The DISTRICT will provide the COUNTY with the current contact information of DISTRICT customers who are residents of COUNTY ("Confidential Customer Information"), which shall not include customer water usage data, in the format and frequency described in **Attachment 1** to this Agreement. The DISTRICT shall take reasonable steps to transmit the Confidential Customer Information to protect the security and confidentiality of the Confidential Customer Information. The Parties agree to work together to determine the most secure means for the DISTRICT to provide the Confidential Customer Information to the COUNTY.
- 7.2 The COUNTY acknowledges the confidentiality and proprietary status of the Confidential Customer Information and will use the Confidential Customer Information solely for the purposes of updating its emergency contact information and emergency notification systems as authorized by California Government Code Section 8593.4, and for no other purpose. Consistent with Government Code Section 8593.4, the COUNTY may share or make Confidential Customer Information available to third party contractors or other local governments that assist with the COUNTY's emergency warning system solely for purposes of providing emergency notification to County residents with prior written notification to the DISTRICT. Confidential Customer Information shall be treated as confidential by all third-party contractors under this Agreement.
- 7.3 The COUNTY shall, promptly following receipt of the Confidential Customer Information, notify residents or customers identified in the Confidential Customer Information that they have been entered into the public emergency warning systems. This notification shall include a process for such residents or customers to opt



out of the warning system and to terminate the COUNTY's access to the contact information of the resident or customer for purposes of the emergency warning system.

7.4 The COUNTY shall take reasonable measures within its control to immediately stop the unauthorized access or disclosure of Confidential Customer Information in its possession or under its control. Confidential Customer Information shall be treated as confidential by COUNTY and by persons and entities provided authorized access to such information under this Agreement. The COUNTY shall keep reasonable records of all Confidential Customer Information received and shall cooperate and expeditiously provide the DISTRICT with access to and documentation of such records in response to any request, including, without limitation, any request by the DISTRICT or California consumers to the DISTRICT under the California Consumer Privacy Act.

7.5 The COUNTY shall notify the DISTRICT in writing within 24 hours of becoming aware of any unauthorized access or disclosure of the Confidential Customer Information. The COUNTY (and or their designee) shall investigate such breach or potential breach and shall inform the DISTRICT in the most expeditious time possible and without reasonable delay, in writing, of the results of such investigation, and assist the DISTRICT (at COUNTY's sole cost and expense) in maintaining the confidentiality of such Confidential Customer Information. If requested in writing by the DISTRICT, the COUNTY will notify the potentially affected persons regarding such breach or potential breach within a reasonable time period determined by the DISTRICT and in a form as specifically approved in writing by the DISTRICT or as otherwise required by law. The COUNTY shall not issue or permit to be issued any public statements regarding the security breach involving the Confidential Customer Information before notifying the DISTRICT and potentially affected customers. Any such public statement shall be coordinated with the DISTRICT before being issued.

7.6 In the event that a court or other governmental authority of competent jurisdiction issues an order, subpoena, or other lawful process requiring the disclosure of Confidential Customer Information, the COUNTY shall notify the DISTRICT immediately upon receipt thereof to facilitate the DISTRICT's efforts to prevent such disclosure or otherwise preserve the confidentiality of Confidential Customer Information. The COUNTY shall not be in violation of the Agreement if the COUNTY complies with an order of such court or governmental authority to disclose Confidential Information, after notifying the DISTRICT to give it the opportunity to maintain the confidentiality of such information as provided herein or has notified the COUNTY in writing that it will take no action to maintain such confidentiality.

7.7 All Confidential Customer Information shall be maintained by the COUNTY and other persons and entities provided access to such information under this Agreement pursuant to reasonable security procedures. The COUNTY shall implement reasonable administrative, technical, and physical safeguards to protect the Confidential Customer Information from unauthorized access, use, destruction, modification, or disclosure. Reasonable administrative, technical and physical safeguards include, without limitation, the following:

7.7.1 Password protected workstations at COUNTY's premises, any premises where work or services are being performed, and any premises of any authorized person who has access to such Confidential Customer Information

7.7.2 Encryption in transit and at rest of the Confidential Customer Information

7.7.3 Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any such Confidential Customer Information including, but not limited to, restriction of physical access to such data and information, implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with reasonable security requirements as agreed to between the Parties.

- 7.7.4 At the termination of any event subject to disclosure of Confidential Customer Information, destruction or deletion of all Confidential Customer Information disclosed to the COUNTY for purposes of mutual assistance during the event, and certified documentation provided to the DISTRICT in writing demonstrating such destruction or deletion.
- 7.7.5 In the event the DISTRICT determines the COUNTY has not complied with security measures, the DISTRICT shall provide written notice to the COUNTY describing the deficiencies. The COUNTY shall then have sixty (60) calendar days to cure. If the COUNTY has not cured the deficiencies within sixty (60) calendar days, the DISTRICT may terminate this Agreement and require the COUNTY to return and/or destroy all Confidential Customer Information.
- 7.8 The COUNTY and the DISTRICT agree that Confidential Customer Information provided to the COUNTY pursuant to this Agreement is exempt from production under the California Public Records Act, Cal. Gov't Code Sections 6250, *et seq.*, under the exemptions provided in the California Public Records Act, including Sections 6254(e), 6254(k), 6254.16, 6255(a), and/or 6276.36 (citing Public Utilities Code Section 583), and the COUNTY agrees to withhold production of such materials unless ordered to do so by a court of competent jurisdiction. Under this Agreement, the COUNTY agrees to comply with all applicable laws, regulations and orders related to the protection of customer privacy.
- 7.9 All Confidential Customer Information disclosed under this Agreement is provided "as is, with all faults." The DISTRICT expressly disclaims all warranties and conditions of any kind, express or implied, regarding the accuracy, completeness, intended use, improper use or release, or other attributes of the Confidential Customer Information disclosed hereunder. None of the Parties waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Confidential Customer Information. The Parties agree that, in addition to whatever other remedies may be available to a Party under applicable law, a Party shall be entitled to obtain injunctive relief with respect to any actual or threatened violation of this Agreement by any other Party. This Agreement is made in the State of California and shall be governed by and interpreted in accordance with its laws. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Monterey County, California. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement shall remain in full force and effect. Nothing express or implied in this Agreement is intended to confer upon is intended to confer, nor will anything herein confer, upon any person or entity other than the Parties hereto any rights, remedies, obligations, or liabilities whatsoever.
- 7.10 This Agreement, including the Attachments hereto, contains the complete agreement between the Parties with respect to matters contained in this Agreement and supersede all other agreements, whether written or oral, with respect to the matters contained in this Agreement. This Agreement may be executed and amended in two or more counterparts, all of which shall be considered one and the same Agreement. The DISTRICT and the COUNTY may mutually agree by email or other electronic or written documentation in counterparts to amend this Agreement to expand the categories of events subject to this Agreement at their sole discretion.

## 8. INDEMNIFICATION

The DISTRICT shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the

performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the DISTRICT's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "DISTRICT's performance" includes DISTRICT's action or inaction and the action or inaction of DISTRICT's officers, employees, agents and subcontractors.

## 9. INSURANCE REQUIREMENTS

9.1 Evidence of Coverage: Prior to commencement of this Agreement, the DISTRICT shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the DISTRICT upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the COUNTY, unless otherwise directed. Work under this Agreement shall not proceed until the COUNTY has obtained all insurance required and the COUNTY has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the DISTRICT.

9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the COUNTY's Purchasing Agent.

9.3 Insurance Coverage Requirements: Without limiting DISTRICT duty to indemnify, DISTRICT shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance: if the DISTRICT employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the DISTRICT shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

#### 9.4 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date the DISTRICT completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

#### Additional Insured Status:

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

#### Primary Coverage:

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

#### Waiver of Subrogation:

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

Prior to the execution of this Agreement by the COUNTY, the DISTRICT shall file certificates of insurance with the COUNTY, showing that the DISTRICT has in effect the insurance required by this Agreement. The DISTRICT shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. The DISTRICT shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by

COUNTY, annual certificates to COUNTY's Contract Administrator. If the certificate is not received by the expiration date, COUNTY shall notify the DISTRICT and the DISTRICT shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by the DISTRICT to maintain such insurance is a default of this Agreement, which entitles COUNTY, at its sole discretion, to terminate this Agreement immediately.

## **10. COMPLIANCE WITH APPLICABLE LAWS**

DISTRICT shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, HIPAA. DISTRICT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Agreement.

The Americans with Disabilities Act (42 U.S.C. § 12101, et seq.) and the regulations thereunder (28 C.F.R. § 35.130) ("ADA") prohibit discrimination against persons with disabilities by the State. As a condition of this Agreement, the DISTRICT certifies that services, programs, and activities under this Agreement and will continue to be in compliance with the ADA.

## **11. NON-DISCRIMINATION**

During the performance of this Agreement, DISTRICT, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in DISTRICT's employment practices or in the furnishing of services to recipients. DISTRICT shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. DISTRICT and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## **12. MISCELLANEOUS**

12.1 Amendments: This Agreement may be amended only by written agreement signed by each of the Parties.

12.2 Waivers: No waiver of any provision of this Agreement will be valid unless it is in writing and signed by all of the Parties. Waiver by any Party at any time of any breach of this Agreement cannot be deemed a waiver of or consent to a breach of the same or any other provision of this Agreement. If a Party's action requires the consent or approval of any other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any later occasion or a consent or approval of any other action.

12.3 Binding Effect and Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties and their successors or assigns. This Agreement is for the benefit only of the Parties, and no third parties are intended to be benefited by this AGREEMENT.

12.4 Governing Law: This Agreement, and the Parties' performance under this Agreement, will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

- 12.5 Construction: The headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement. This Agreement will not be construed against any Party as the principal draftsman. The words “include” and “including” when used are not exclusive and mean “include but are not limited to” and “including but not limited to,” respectively.
- 12.6 Capitalized Terms: Capitalized terms have the meanings given to them in this Agreement.
- 12.7 Severability: If any term of this Agreement is inconsistent with applicable law, then upon the request of any Party, the Parties will promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with law, but all parts of this Agreement not affected by the inconsistency will remain in full force and effect.
- 12.8 Further Assurances: The Parties agree to cooperate reasonably and in good faith with one another to implement the terms of this Agreement, and to negotiate and execute any further Agreements and perform any additional acts that are reasonably necessary to carry out the terms of this Agreement.
- 12.9 Notices: Any notices or other communications to be sent by one Party to the other under this Agreement shall be in writing and shall be given by personal or electronic delivery to the persons designated above, with copies delivered as indicated, or by U.S. Mail, return receipt requested, with copies mailed as indicated.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**MARINA COAST WATER DISTRICT**

\_\_\_\_\_  
**Kelsey Scanlon**  
**Director of Emergency Management**

\_\_\_\_\_  
Date

**Approved as to Form**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

## **ATTACHMENT 1**

### MARINA COAST WATER District ("MCWD") CUSTOMER CONTACT INFORMATION SPECIFICATIONS

- Data Elements
- Customer ID
- Customer Name
- Premise\_Address\_line\_1
- Premise\_Address\_line\_2
- Premise City
- Premise ZIP
- Premise County
- Customer\_Phone\_1
- Customer\_Phone\_2
- Public Customer Email

#### Format

- Comma Separated Value (csv) file



**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 7-D

**Meeting Date:** September 22, 2025

**Prepared By:** Jack Gao, PMP

**Approved By:** Remleh Scherzinger, PE

**Reviewed By:** Garrett Haertel, PE

**Agenda Title:** Adopt Resolution No. 2025-48 to Award a Construction Contract to Perma Green Hydroseeding, Inc. for General Construction Services for the Landscape Installation of the A1/A2 Reservoirs Landscaping Project (CIP #GW-0112)

**Staff Recommendation:** Approve Resolution No. 2025-48 to award a Construction Contract to Perma Green Hydroseeding, Inc. for General Construction Services for the landscape installation of the A1/A2 Reservoirs Landscaping Project (CIP #GW-0112).

**Background:** *Strategic Plan, Goal No. 4 – INFRASTRUCTURE: Reliable, Cost-Effective, and Sustainable Facilities and Properties. The District will develop a comprehensive plan to guide the use of its properties and the renewal and replacement of facilities for timeliness, cost-effectiveness, and maximum long-term benefit.*

*OBJECTIVE 4.1: A comprehensive plan guides long-term, cost-effective renewal, replacement, usage, and development of District facilities and properties.*

*OBJECTIVE 4.2: The comprehensive, long-term facility plan is funded.*

The A1/A2 Reservoirs and B/C Booster Pump Station Project (the Project) includes two new 1.6-million-gallon potable water storage tanks (reservoirs) and a new B/C Booster Pump Station (BPS) situated on recorded easements granted to the District from California State University, Monterey Bay (CSUMB). Under CSUMB Temporary Construction Permit Terms and Conditions, Additional Conditions, District agreed to provide certain architectural treatments, including landscaping within the project footprint.

**Discussion/Analysis: GW-0112 A1/A2 Reservoirs Landscaping Project;** The scope of the project involves installation of concrete flush curbs, landscape soil, irrigation system installation, and planting approved plants around the site. The A1/A2 Reservoirs Landscaping Project was advertised on July 31, 2025. Throughout the bidding process, there were 2 addendums issued to address Request for Information (RFI) and questions from construction firms. A public bid opening was held on September 2, 2025, in which four bids were received. The lowest responsive bidder was Perma Green Hydroseeding, Inc. at \$211,640. See the table below for results.

<b>Bid Summary</b>	
<b>Construction Firm</b>	<b>Bid Total</b>
Perma Green Hydroseeding, Inc.	\$211,640
K&D Landscaping, Inc.	\$333,978
Marina Landscape, Inc.	\$472,000
Monterey Peninsula Engineering	\$505,000

**Environmental Review Compliance:** The MCWD Board of Directors approved a final EIR for the A1/A2 Reservoir B/C Booster Station project on March 15, 2021. This project is covered under the A1/A2 Reservoir B/C Booster Station project.

**Legal Counsel Review:** Legal Counsel reviewed and provided language to this agenda item.

**Climate Adaptation:** The District aims to implement projects that address climate change and enhance its environmental footprint. A positive environmental impact is achieved by doing this landscape project. Utilizing water-efficient irrigation technologies and drought resistant plants.

**Financial Impact:**      X   Yes           No                      **Funding Source/Recap:** The Project (GW-0112) is funded in the FY 2025-2026 CIP budget.

**Other Considerations:** None.

**Material Included for Information/Consideration:** Resolution No. 2025-48.

**Action Required:**      X   Resolution           Motion           Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

September 22, 2025

Resolution No. 2025-48  
Resolution of the Board of Directors  
Marina Coast Water District  
Award a Construction Contract to Perma Green Hydroseeding, Inc.  
for General Construction Services for the Landscape Installation of the  
A1/A2 Reservoirs Landscaping Project (CIP #GW-0112)

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“MCWD” or “District”) at a regular meeting duly called and held on September 22, 2025 at 920 Second Avenue, Marina, California as follows:

WHEREAS, the Directors of the District passed and adopted Resolution No. 2025-31 adopting the District Budget for FY 2025-2026; and,

WHEREAS, the FY 2026 Budget includes funding to complete the A1/A2 Reservoir project along with the landscaping portion, and,

WHEREAS, bids were solicited for completing the landscaping work at the A1/A2 Reservoir project site; and,

WHEREAS, a public bid opening was held on September 2, 2025, in which four bids were received; and,

WHEREAS, a responsive bid from Perma Green Hydroseeding Inc. for General Construction, Landscape Installation Services was received and determined the low bid at \$211,640.

HEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby:

1. adopt Resolution No 2025-48 to Award a Construction Contract to Perma Green Hydroseeding Inc. for General Construction Services for the landscape installation of the A1/A2 Reservoirs Landscaping Project (GW-0112).
2. authorize the General Manager to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on September 22, 2025, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

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Gail Morton, President

ATTEST:

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Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2025-48 adopted September 22, 2025.

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Remleh Scherzinger, Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 7-E

**Meeting Date:** September 22, 2025

**Prepared By:** Mayra Magdaleno

**Approved By:** Remleh Scherzinger, PE

**Reviewed By:** Jack Gao, PMP

**Reviewed By:** Garrett Haertel, PE

**Agenda Title:** Adopt Resolution No. 2025-49 to Award a Construction Contract to The Don Chapin Co., Inc. for General Construction Services for the Construction of the Fire Hydrant Replacement Project (CIP #GW-2620)

**Staff Recommendation:** Approve Resolution No. 2025-49 to award a Construction Contract to The Don Chapin Co., Inc. for General Construction Services for the construction of the Fire Hydrant Replacement Project (CIP #GW-2620).

**Background:** *Strategic Plan, Goal No. 4 – INFRASTRUCTURE: Reliable, Cost-Effective, and Sustainable Facilities and Properties. The District will develop a comprehensive plan to guide the use of its properties and the renewal and replacement of facilities for timeliness, cost-effectiveness, and maximum long-term benefit.*

*OBJECTIVE 4.1: A comprehensive plan guides long-term, cost-effective renewal, replacement, usage, and development of District facilities and properties.*

*OBJECTIVE 4.2: The comprehensive, long-term facility plan is funded.*

**Discussion/Analysis:** **GW-2620 Fire Hydrant Replacement Project;** The Fiscal Year (FY) 2025-2026 Budget approved by the Board of Directors included upgrades and expansion plans for the existing water, recycled water, and wastewater collection systems. Fire hydrants provide reliable access to the potable water system for first responders to extinguish fires, saving lives and property. Fire hydrants are also used for other regulated uses, such as flushing water mains and conducting maintenance.

This year's scope includes the replacement of approximately 10 fire hydrant check valves, 10 fire hydrant branch valves, and 4 fire hydrant gate valves to facilitate system operations and future hydrant replacements throughout the District's Marina and Ord service communities. The replacement of fire hydrants and associated appurtenances are to be replaced through an ongoing asset management program. The Fire Hydrant Replacement Project opened for bidding on July 14, 2025. Throughout the bidding process, there was one addendum issued to address Request for Information (RFI) and questions from construction firms. A public bid opening was held on August 11, 2025, in which two bids were received. The lowest responsive bidder was The Don Chapin Co., Inc. at \$211,600. See the table below for results.

<b>Bid Summary</b>		
<b>Location</b>	<b>Construction Firm</b>	
	The Don Chapin Co., Inc.	Monterey Peninsula Engineering
Marina	\$84,000	\$100,000
Ord	\$127,600	\$162,000
<b>Bid Total</b>	<b>\$211,600</b>	<b>\$262,000</b>

It is requested the Board of Directors approve Resolution No. 2025-49 to award a Construction Contract to The Don Chapin Co., Inc. for General Construction Services for the construction of the Fire Hydrant Replacement Project (CIP #GW-2620).

**Environmental Review Compliance:** Notice of Exemption (NOE).

**Legal Counsel Review:** Legal Counsel reviewed and provided language to this agenda item.

**Climate Adaptation:** The District aims to implement projects that address climate change and enhance its environmental footprint. A positive environmental impact is achieved by replacing outdated fire hydrants with more efficient models. These hydrants minimize water waste and help conserve valuable water resources. Properly functioning hydrants prevent waste, thereby protecting wildlife and the environment from aging and leaking hydrants.

**Financial Impact:**   X   Yes        No      **Funding Source/Recap:** The Fire Hydrant Replacement Project (GW-2620) is funded in the FY 2025-2026 CIP budget from both water cost centers set at \$250,000. Of the budgeted funds, \$211,600 will be encumbered to fund the construction efforts.

**Material Included for Information/Consideration:** Resolution 2025-49.

**Action Required:**   X   Resolution        Motion        Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

September 22, 2025

Resolution No. 2025-49  
Resolution of the Board of Directors  
Marina Coast Water District

Award a Construction Contract to The Don Chapin Co., Inc. for General Construction Services  
for the construction of the Fire Hydrant Replacement Project (CIP #GW-2620)

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“MCWD” or “District”) at a regular meeting duly called and held on September 22, 2025 at 920 Second Avenue, Marina, California as follows:

WHEREAS, the District owns and operates facilities and property for the supply, treatment and distribution of water, including recycled wastewater (the “Water System”), and the collection, treatment and disposal of wastewater (the “Wastewater System”),

WHEREAS, On May 18, 2020, the Directors of the District accepted the Water, Sewer and Recycled Water Master Plans; and,

WHEREAS, the Directors of the District passed and adopted Resolution No.2025-31 adopting the District Budget for FY 2025-2026; and,

WHEREAS, within the Water System the District maintains approximately 1,711 fire hydrants; and

WHEREAS, fire hydrants provide reliable access to the potable water system for first responders to extinguish fires, saving lives and property; and,

WHEREAS, fire hydrants are also used for other regulated uses, such as flushing water mains and conducting maintenance; and,

WHEREAS, the project GW-2620 Fire Hydrant Replacement involves the replacement of fire hydrants throughout the MCWD Marina and Ord service communities, including the installation of corresponding valves; and,

WHEREAS, a public bid opening was held on August 11, 2025, in which two bids were received; and,

WHEREAS, a responsive bid from The Don Chapin Co., Inc. for General Construction Services was received and determined the low bid at \$211,600.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby:

1. adopt Resolution 2025-49 to award a Construction Contract to The Don Chapin Co., Inc. for General Construction Services for the construction of the Fire Hydrant Replacement Project (GW-2620).
2. authorize the General Manager to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on September 22, 2025, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_

Noes: Directors \_\_\_\_\_

Absent: Directors \_\_\_\_\_

Abstained: Directors \_\_\_\_\_

\_\_\_\_\_  
Gail Morton, President

ATTEST:

\_\_\_\_\_  
Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2025-49 adopted September 22, 2025.

\_\_\_\_\_  
Remleh Scherzinger, Secretary



## Marina Coast Water District Agenda Transmittal

**Agenda Item:** 8-A

**Meeting Date:** September 22, 2025

**Prepared By:** Mary Lagasca, CPA

**Approved By:** Remleh Scherzinger, PE

**Agenda Title:** Review the Marina Coast Water District Fiscal Year 2024-2025 Preliminary Unaudited Year End Financials

**Staff Recommendation:** Receive the Marina Coast Water District Preliminary Unaudited Year End Report for FY 2024-2025.

**Background:** *Strategic Plan, Objective 3.3 – The Board receives understandable, timely, and up-to-date financial reports on an approved schedule.*

On June 17, 2024, the board adopted Resolution No. 2024-25 approving the Marina Coast Water District Budget for FY 2024-2025. The adopted budget outlines projected revenues and expenditures and serves as a tool to monitor actual performance against budgeted figures.

**Discussion/Analysis:** The Preliminary Year End Report for FY 2024-2025 reflects the consolidated financial activity of the District through June 30, 2025, and compares the activity with the approved budget, including year over year comparison with previous fiscal years. The District accrues expenses to Fiscal Year 2024-2025, if the goods were received or services were rendered as of June 30, 2025.

Please note that this is a preliminary report. The audit is still ongoing and is expected to be concluded in the next month. Staff do not anticipate any significant changes or adjustments, however, updates to the presentation of the data may be needed to reflect new accounting pronouncements for the fiscal year.

### Operating Revenue

The District collected \$25.6 million in Operating Revenue, which is 103% of the budgeted amount. This represents a 13% increase compared to the \$22.6 million collected in FY 2023-2024.

Key contributors to this increase include:

- Increased number of customers and developments
- Rate adjustments, effective 08/01/24, based on the 2024 approved rate study

### Non-Operating Revenue

Non-Operating Revenue totaled \$18.6 million, or 57% of the budgeted amount.

Key highlights:

- Interest revenue increased by \$1 million compared to prior year
- Capacity fee revenue exceeded expectations, reaching 155% of the budgeted amount
- \$15.2 million budgeted grant revenue was not awarded

Overall, excluding the \$15.2 million in grant revenue, the District collected 103% of the total adjusted revenue budget.

### **Operating Expense and Capital Outlay**

Salaries & Benefits had an overall increase of 19% compared to prior year.

Key factors:

- 10% salary increase per MOU, effective date July 1, 2024
- Rising health insurance costs
- Added 1 FTE – Controller position

Department operating expenses decreased by 17% compared to prior year, even with unbudgeted bond issuance costs and bond interest payments (2024 & 2025 bonds). The overall reduction in operating expenses can be attributed to low legal fees this fiscal year, which is \$2.1 million or 60% less than last year.

The District spent \$754k on capital equipment, \$9.7 million on Capital Improvement Projects (CIPs) and \$2 million in principal debt service payments.

### **Investments**

The District's investment continues to perform well as can be seen with the historical summary of investments.

- FY 2025: \$47.5 million
- FY 2024: \$41.6 million
- FY 2023: \$31.8 million
- FY 2022: \$21.8 million

### **Overall Summary – Revenues & Expenses**

The District ended the fiscal year with \$44.1 million in total revenues and \$37.9 million in total expenses, resulting in a net surplus of \$6.2 million.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:** \_\_\_\_\_ Yes      X   No                      **Funding Source/Recap:** None

**Material Included for Information/Consideration:** Preliminary Year End Report for FY 2024-2025

**Action Required:** \_\_\_\_\_ Resolution    \_\_\_\_\_ Motion                        X   Review

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Board Action

Motion By\_\_\_\_\_ Seconded By\_\_\_\_\_ No Action Taken\_\_\_\_\_

Ayes\_\_\_\_\_ Abstained\_\_\_\_\_

Noes\_\_\_\_\_ Absent\_\_\_\_\_



TABLE 1  
MARINA COAST WATER DISTRICT  
FY 2024-2025 YEAR END FINANCIALS - UNAUDITED  
SUMMARY OF REVENUE & EXPENSES - BY FUND

Ref	Revenue Type	Marina Water	Marina Sewer	Ord Water	Ord Sewer	Recycled Water	GSA	Total
1	Water Sales	5,095,749	-	11,111,345	-	-	-	16,207,094
2	Sewer Sales	-	1,710,996	-	4,239,420	-	-	5,950,416
3	Recycled Water Sales	-	-	-	-	1,378,882	-	1,378,882
4	Developer Revenue	127,991	107,413	318,790	303,443	3,978	-	861,615
5	Other Fees & Charges	263,213	15,014	858,456	31,625	1,938	-	1,170,246
6	Capacity Charge	161,668	75,451	5,504,845	1,341,121	113,028	-	7,196,113
7	Interest Revenue	473,830	254,506	1,113,896	564,890	467,151	-	2,874,273
8	Grant Revenue	-	-	-	-	-	486,036	486,036
9	Bond Proceeds	1,299,246	258,511	3,412,288	-	-	-	4,970,045
10	Other Revenue	144,199	43,563	291,947	102,389	47,598	-	629,696
11	Water Source Fees	-	-	-	-	-	1,110,660	1,110,660
12	RW - Interfund Loan Interest	-	-	-	177,483	-	-	177,483
	<b>Total Revenues</b>	<b>7,565,896</b>	<b>2,465,454</b>	<b>22,611,567</b>	<b>6,760,371</b>	<b>2,012,575</b>	<b>1,596,696</b>	<b>43,012,559</b>

Ref	Expense Type	Marina Water	Marina Sewer	Ord Water	Ord Sewer	Recycled Water	GSA	Total
1	Salaries & Benefits	2,580,283	914,121	4,918,464	1,555,488	47,247	(41)	10,015,562
2	Department Expenses	2,671,897	436,874	6,572,623	1,096,097	972,880	686,715	12,437,086
3	Capital Improvement Projects	1,946,835	383,557	5,949,803	829,848	277,695	338,242	9,725,979
4	Capital Equipment	170,593	44,143	427,566	105,044	6,129	-	753,475
5	Principal Debt Service	225,967	107,469	752,620	345,134	601,642	-	2,032,832
6	Interest Expense	409,747	265,005	1,175,334	414,435	626,254	-	2,890,775
7	Transfer to/from Capital Replacement Reserve	-	-	-	-	-	-	-
	<b>Total Expenses</b>	<b>8,005,322</b>	<b>2,151,169</b>	<b>19,796,410</b>	<b>4,346,046</b>	<b>2,531,847</b>	<b>1,024,916</b>	<b>37,855,709</b>

<b>Net Revenue</b>	<b>(439,426)</b>	<b>314,285</b>	<b>2,815,157</b>	<b>2,414,325</b>	<b>(519,272)</b>	<b>571,780</b>	<b>5,156,850</b>
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TABLE 2  
MARINA COAST WATER DISTRICT  
FY 2024-2025 YEAR END FINANCIALS - UNAUDITED  
REVENUE BUDGET ANALYSIS

Ref	Revenue Type	Budget	Fiscal Year 2025	% Collected	Change in % (FY25 vs 24)	Fiscal Year 2024	Fiscal Year 2023	Comments
OPERATING REVENUE								
1	Water Sales	15,363,500.00	16,207,094.00	105%	16%	13,979,675.00	12,911,590.00	First Year of New Rates
2	Sewer Sales	6,047,000.00	5,950,416.00	98%	7%	5,580,361.00	5,315,470.00	First Year of New Rates
3	Recycled Water Sales	1,732,327.00	1,378,882.00	80%	18%	1,166,103.00	587,918.00	First Year of New Rates; Budgeted for addt'l connections which did not materialize
4	Developer Revenue	770,000.00	861,615.00	112%	0%	864,307.00	885,430.00	Matching Developer Expense
5	Other Fees & Charges	990,000.00	1,170,246.00	118%	13%	1,035,189.00	820,349.00	Backflow, Permit Fees & Meter Fees
Total Operating Revenue		24,902,827.00	25,568,253.00	103%	13%	22,625,635.00	20,520,757.00	
NON-OPERATING REVENUE								
6	Capacity Charge/Capital Surcharge	4,631,000.00	7,196,113.00	155%	16%	6,227,169.00	13,476,786.00	Related to development in the area
7	Interest Revenue	930,400.00	2,874,273.00	309%	54%	1,871,201.00	1,117,547.00	\$1M more compared to PY
8	Grant Revenue	17,787,000.00	486,036.00	3%	-37%	772,853.00	2,502,599.00	\$15.2M in expected grants did not materialize
9	Bond Proceeds	7,398,000.00	4,970,045.00	67%	27%	3,914,053.00	6,835,909.00	Related to matching CIP Expenses
10	Other Revenue	939,234.00	629,696.00	67%	23%	511,314.00	3,310,562.00	
11	Water Source Fees	1,073,659.00	1,110,660.00	103%	27%	874,969.00	874,969.00	
12	RW - Interfund Loan Interest	-	177,483.00	0%	0%	-	-	New for FY25; Not budgeted; Internal transaction
Total Non-Operating Revenue		32,759,293.00	17,444,306.00	53%	23%	14,171,559.00	28,118,372.00	
TOTAL REVENUE		57,662,120.00	43,012,559.00	75%	17%	36,797,194.00	48,639,129.00	
13	Less: Grants Not Recv'd	(15,200,000.00)	-	-	-	-	-	
Total Adjusted Revenue		42,462,120.00	43,012,559.00	101%	17%	36,797,194.00	48,639,129.00	



TABLE 3  
MARINA COAST WATER DISTRICT  
FY 2024-2025 YEAR END FINANCIALS - UNAUDITED  
SALARIES & BENEFITS ANALYSIS

Ref	Expense Type	Budget	Fiscal Year 2025	% Spent	Change in % (FY25 vs 24)	Fiscal Year 2024	Fiscal Year 2023	Comments
1	Wages	6,947,686.00	7,081,658.00	102%	29%	5,502,555.00	4,817,875.00	10% COLA
2	Wages - CIP	(592,467.00)	(434,049.00)	73%	196%	(146,485.00)	(176,950.00)	
3	Overtime	95,518.00	19,674.00	21%	-11%	22,034.00	24,210.00	
4	Health Insurance	997,037.00	1,073,550.00	108%	20%	892,200.00	842,163.00	Historically been increasing
5	District/Employer Payroll Taxes	512,888.00	466,434.00	91%	17%	397,064.00	357,130.00	
6	CalPERS Retirement - EE & ER	1,254,707.00	1,228,442.00	98%	21%	1,014,767.00	927,560.00	
7	Other Benefits	40,600.00	47,940.00	118%	31%	36,712.00	24,372.00	
8	Workers Comp Ins, Life Ins and Disability	178,589.00	116,304.00	65%	5%	111,292.00	93,476.00	
9	OPEB & Pension Expense	515,000.00	307,003.00	60%	-32%	452,127.00	259,809.00	
10	Deferred Compensation - 457	125,498.00	102,206.00	81%	-4%	106,363.00	72,191.00	
11	Board Compensation	10,000.00	6,400.00	64%	-19%	7,950.00	7,700.00	
	Total	10,085,056.00	10,015,562.00	99%	19%	8,396,579.00	7,249,536.00	



TABLE 4  
MARINA COAST WATER DISTRICT  
FY 2024-2025 YEAR END FINANCIALS - UNAUDITED  
DEPARTMENT OPERATING EXPENSE ANALYSIS

Ref	Expense Type	Budget	Fiscal Year 2025	% Spent	Change in % (FY25 vs 24)	Fiscal Year 2024	Fiscal Year 2023	Comments
1	Education & Training	146,984.00	89,486.00	61%	-23%	116,397.00	88,798.00	
2	Financial & Administrative *	2,130,195.00	4,771,136.00	224%	-13%	5,493,221.00	5,919,549.00	See Below for Notes
3	Insurance & Taxes	367,500.00	367,275.00	100%	19%	309,363.00	205,143.00	
4	Office Supplies & Services	179,416.00	178,711.00	100%	11%	160,505.00	129,841.00	
5	Professional Services	3,651,933.00	2,051,847.00	56%	20%	1,703,206.00	1,138,191.00	
6	Legal Fees	2,604,628.00	1,409,755.00	54%	-60%	3,483,423.00	3,520,890.00	Management continues to manage legal costs
7	Rebate Programs	103,590.00	29,963.00	29%	-56%	68,341.00	101,248.00	
8	Developer Expense (Reimbursable)	770,000.00	814,125.00	106%	8%	753,450.00	717,713.00	Matching Developer Revenue
9	Marketing & Outreach	45,740.00	15,771.00	34%	-38%	25,400.00	55,660.00	
10	Computer & Software Expense	363,945.00	317,178.00	87%	5%	301,574.00	128,439.00	
11	Facilities & Operations	1,588,733.00	1,202,288.00	76%	17%	1,024,974.00	953,181.00	
12	Testing & Compliance	230,587.00	229,658.00	100%	42%	161,255.00	157,940.00	
13	Utilities	2,821,689.00	2,619,390.00	93%	19%	2,209,857.00	1,982,250.00	
14	BLM & IOP Expense	130,300.00	127,038.00	97%	-2%	129,008.00	93,803.00	
15	Corral De Tierra GSP	50,000.00	-	0%	-100%	261,723.00	-	
16	M1W Cost Share	1,755,000.00	801,409.00	46%	-37%	1,275,182.00	791,083.00	
17	RW - Interfund loan	-	177,483.00	0%	0%	-	-	
18	Meters	237,422.00	125,348.00	53%	-25%	166,639.00	237,809.00	
19	CSUMB RW Agreement	-	-	0%	-100%	843,395.00	-	
Total		17,177,662.00	15,327,861.00	89%	-17%	18,486,913.00	16,221,538.00	

Notes:

Finance & Administrative includes interest expense, bond fees, lease/subscription amortization, phone/internet services, etc.

- \$2.7M Bond interest expense --> \$1M of which is for 2024 & 2025 Bond interest expense not budgeted

- \$500K Bond Fees --> not budgeted but covered by bond proceeds

- \$1.2M Bad Debt Expense related to Bayview settlement prior year - Non-cash expense



**TABLE 5**  
**MARINA COAST WATER DISTRICT**  
**FY 2024-2025 YEAR END FINANCIALS - UNAUDITED**  
**CAPITAL EQUIPMENTS**

Category	Budget	FY 25 YTD Exp	Remaining Balance	% Spent
Vehicles	276,594.00	273,799.00	2,795.00	99%
O&M Equipment	536,000.00	479,676.00	56,324.00	89%
<b>Total</b>	<b>812,594.00</b>	<b>753,475.00</b>	<b>59,119.00</b>	<b>93%</b>

List of Equipments & Vehicles
Brush Hog - attachment for skid steer
New Loader
250k in Vehicles
F-250
Mag Meter for F Booster
Mag Meter for Marina Bosster
Shoring
Temporary MCC for Sewer Lift Stations
Alarm System (3 bldgs)
SCADA Room Mini Split AC System
Trailer for Skid Steer
VFD/Soft Start Well 30
VFD/Soft Start Well 31





**TABLE 6**  
**MARINA COAST WATER DISTRICT**  
**FY 2024-2025 YEAR END FINANCIALS - UNAUDITED**  
**CAPITAL IMPROVEMENT PROJECTS**

CIP No.	Project Name	Amended Budget	FY 25 YTD Exp	Remaining Balance	% Spent
GA-2401	Indirect Potable Reuse	7,400,000.00	-	7,400,000.00	0%
GA-2402	Wells - Install GSA Monitoring Wells Project	1,650,000.00	62,633.00	1,587,367.00	4%
GA-2513	Monitoring Well Water Quality Equipment	210,000.00	134,101.00	75,899.00	64%
GS-2512	Northeast Sewer Reroute to Interceptor	105,000.00	57,388.00	47,612.00	55%
GS-2531	Lift Station Wet Well Lining Project	95,000.00	16,104.00	78,896.00	17%
GS-2532	Safety Grate Improvements Project	160,000.00	22,462.00	137,538.00	14%
GW-0112	Zone A Tank and Improvements	8,350,000.00	3,184,685.00	5,165,315.00	38%
GW-0123	Reservoir - Zone B Tank 2 Project	3,093,626.00	248,887.00	2,844,739.00	8%
GW-0378	Well 12 Supply Reliability Project	211,000.00	19,535.00	191,465.00	9%
GW-2310	Castroville Water Pipeline Intertie - 28,300 LF 20-inch diam.	7,800,000.00	-	7,800,000.00	0%
GW-2403	Armstrong Ranch Comprehensive Supply Facility Project	308,397.00	76,465.00	231,932.00	25%
GW-2404	RDP - Reservation Road Desal Plant Renovation	1,985,000.00	190,464.00	1,794,536.00	10%
GW-2504	Eastern Well Field Supply	53,000.00	8,374.00	44,626.00	16%
GW-2505	Fire Hydrant Replacement Program FY24/25	138,000.00	10,460.00	127,540.00	8%
GW-2507	Misc Booster Pumping Station Improvements FY24/25	135,000.00	-	135,000.00	0%
GW-2509	Well Rehabilitation FY24/25	120,000.00	-	120,000.00	0%
MS-0205	Replace Sewer Pipeline Reservation Road Near Crestview Court	227,120.00	2,286.00	224,834.00	1%
MS-2401	Tate Park Lift Station Project	2,643,250.00	149,271.00	2,493,979.00	6%
MS-2506	Lakewood Drive Pipeline	250,000.00	-	250,000.00	0%
MW-0321	California Ave. Upsizing and Replacement - Patton Parkway to Reindollar Ave	110,000.00	31,924.00	78,076.00	29%
MW-2515	Bayer Street Pipeline	95,000.00	45,420.00	49,580.00	48%
MW-2518	Pipeline Upsize Project	407,000.00	88,111.00	318,889.00	22%
MW-2580	Armstrong Ranch Water Distribution System Installation Project	388,000.00	218.00	387,782.00	0%
OS-0210	Pipeline - 1st Avenue Gravity Main Project - CIPP Lining	31,826.00	27,306.00	4,520.00	86%
OS-0218	Gigling Lift Station Replacement Project	210,000.00	22,079.00	187,921.00	11%
OS-0348	Imjin Lift Station Odor Control Project	135,500.00	26,717.00	108,783.00	20%
OS-0350	Imjin Parkway Sewer Manhole Rehab Project	414,450.00	17,279.00	397,171.00	4%
OS-2305	Lightfighter Dr. Manhole Rehab and Lining Project - 21 Manholes	256,224.00	26,322.00	229,902.00	10%
OS-2386	Del Monte Sewer Pipe	39,500.00	39,214.00	286.00	99%
OS-2420	Imjin Parkway Widening - Sewer Improvement	125,000.00	27,938.00	97,062.00	22%
OS-2519	Ardennes Cicle Pipeline	696,000.00	247.00	695,753.00	0%

OW-0201	Gigling Transmission Main	1,286,000.00	88,778.00	1,197,222.00	7%
OW-0330	Paint Reservoir Ext 2	337,000.00	72,421.00	264,579.00	21%
OW-0340	McClure Rd Water Pipeline	675,000.00	675,000.00	-	100%
OW-0341	Coe Ave Water Pipeine Upsizing	695,000.00	668,221.00	26,779.00	96%
OW-2401	FORA Blight Removal	472,000.00	388,560.00	83,440.00	82%
OW-2402	Ord Wastewater Treatment Plant Blight Removal Project	444,000.00	42,964.00	401,036.00	10%
OW-2420	Imjin Parking Widening - Water Improvement	120,000.00	76,237.00	43,763.00	64%
OW-2421	Inter-Garrison Rd Pipeline Upsizing and Replacement Project	1,050,000.00	96,055.00	953,945.00	9%
OW-2501	Booster Station - Ammo Pump Station Rehabilitation Project	100,000.00	18,345.00	81,655.00	18%
OW-2502	Patton Parkway Loop Connector Pipeline	150,000.00	54,193.00	95,807.00	36%
RW-2401	ATW Irrigation Connect	340,400.00	34,036.00	306,364.00	10%
RW-2501	Pure Water Monterey Isolation & Metering Bldg	170,000.00	958.00	169,042.00	1%
WD-2308	SCADA Improvement Phase 2	682,000.00	204.00	681,796.00	0%
WD-2401	IOP B Side Improvement Project	2,204,400.00	1,740,528.00	463,872.00	79%
WD-2404	Security Access Improvement	723,000.00	710,122.00	12,878.00	98%
WD-2405	Solar Energy and Battery Storage at 920 Imjin Pkwy Project	2,550,644.00	17,842.00	2,532,802.00	1%
WD-2501	CIP Management Tool	28,000.00	17,631.00	10,369.00	63%
WD-2503	PLC Replacement Project Phase 2	553,000.00	487,994.00	65,006.00	88%
	<b>Total CIP</b>	<b>50,423,337.00</b>	<b>9,725,979.00</b>	<b>40,697,358.00</b>	<b>19%</b>

<b>Less: Grant Funded Projects (not rec'd)</b>	<b>(15,200,000.00)</b>			
<b>Adjusted CIP Total</b>	<b>35,223,337.00</b>	<b>9,725,979.00</b>	<b>25,497,358.00</b>	<b>28%</b>



TABLE 7  
MARINA COAST WATER DISTRICT  
FY 2024-2025 YEAR END FINANCIALS - UNAUDITED  
CIP - FUNDING SOURCE

CIP No.	Project Name	2019 Bond	2024 Bond	Bldg Removal Fund	Capacity Fee	Capital Replacement	Grant	GSA Fund Balance	Grand Total
GA-2402	Wells - Install GSA Monitoring Wells Project	-	-	-	-	-	35,821	26,812	62,633
GA-2513	Monitoring Well Water Quality Equipment	-	-	-	-	-	-	134,101	134,101
GS-2512	Northeast Sewer Reroute to Interceptor	-	16,000	-	38,036	3,352	-	-	57,388
GS-2531	Lift Station Wet Well Lining Project	-	4,916	-	-	11,188	-	-	16,104
GS-2532	Safety Grate Improvements Project	-	11,934	-	-	10,528	-	-	22,462
GW-0112	Zone A Tank and Improvements	401,728	2,782,957	-	-	-	-	-	3,184,685
GW-0123	Reservoir - Zone B Tank 2 Project	-	-	-	248,886	-	-	-	248,886
GW-0378	Well 12 Supply Reliability Project	-	19,535	-	-	-	-	-	19,535
GW-2403	Armstrong Ranch Comprehensive Supply Facility Project	-	-	-	76,465	-	-	-	76,465
GW-2404	RDP - Reservation Road Desal Plant Renovation	-	-	-	190,465	-	-	-	190,465
GW-2504	Eastern Well Field Supply	-	-	-	8,375	-	-	-	8,375
GW-2505	Fire Hydrant Replacement Program FY24/25	-	10,460	-	-	-	-	-	10,460
MS-0205	Replace Sewer Pipeline Reservation Road Near Crestview Court	-	2,286	-	-	-	-	-	2,286
MS-2401	Tate Park Lift Station Project	-	149,271	-	-	-	-	-	149,271
MW-0321	California Ave. Upsizing and Replacement - Patton Parkway to Reindollar Ave	-	31,924	-	-	-	-	-	31,924
MW-2515	Bayer Street Pipeline	-	-	-	45,420	-	-	-	45,420
MW-2518	Pipeline Upsize Project	-	88,111	-	-	-	-	-	88,111
MW-2580	Armstrong Ranch Water Distribution System Installation Project	-	-	-	218	-	-	-	218
OS-0210	Pipeline - 1st Avenue Gravity Main Project - CIPP Lining	-	-	-	-	27,306	-	-	27,306
OS-0218	Gigling Lift Station Replacement Project	-	-	-	-	22,079	-	-	22,079
OS-0348	Imjin Lift Station Odor Control Project	-	-	-	-	26,717	-	-	26,717
OS-0350	Imjin Parkway Sewer Manhole Rehab Project	-	-	-	-	17,279	-	-	17,279
OS-2305	Lightfighter Dr. Manhole Rehab and Lining Project - 21 Manholes	-	-	-	-	26,322	-	-	26,322
OS-2386	Del Monte Sewer Pipe	-	-	-	39,214	-	-	-	39,214
OS-2420	Imjin Parkway Widening - Sewer Improvement	-	-	-	-	27,938	-	-	27,938
OS-2519	Ardennes Cicle Pipeline	-	-	-	-	247	-	-	247
OW-0201	Gigling Transmission Main	-	88,778	-	-	-	-	-	88,778
OW-0330	Paint Reservoir Ext 2	-	72,421	-	-	-	-	-	72,421
OW-0340	McClure Rd Water Pipeline	-	675,000	-	-	-	-	-	675,000
OW-0341	Coe Ave Water Pipeine Upsizing	-	85,000	-	583,221	-	-	-	668,221
OW-2401	FORA Blight Removal	-	-	388,560	-	-	-	-	388,560
OW-2402	Ord Wastewater Treatment Plant Blight Removal Project	-	-	42,964	-	-	-	-	42,964
OW-2420	Imjin Parking Widening - Water Improvement	-	76,237	-	-	-	-	-	76,237
OW-2421	Inter-Garrison Rd Pipeline Upsizing and Replacement Project	-	96,055	-	-	-	-	-	96,055

OW-2501	Booster Station - Ammo Pump Station Rehabilitation Project	-	18,345	-	-	-	-	-	18,345
OW-2502	Patton Parkway Loop Connector Pipeline	-	54,193	-	-	-	-	-	54,193
RW-2401	ATW Irrigation Connect	-	-	-	34,036	-	-	-	34,036
RW-2501	Pure Water Monterey Isolation & Metering Bldg	-	-	-	958	-	-	-	958
WD-2308.2	SCADA Improvement Phase 2	-	148	-	-	57	-	-	205
WD-2401	IOP B Side Improvement Project	-	-	-	1,601,706	-	-	138,822	1,740,528
WD-2404	Security Access Improvement	-	-	-	710,122	-	-	-	710,122
WD-2405	Solar Energy and Battery Storage at 920 Imjin Pkwy Project	-	-	-	16,415	-	-	1,427	17,842
WD-2501	CIP Management Tool	-	11,963	-	-	4,408	-	1,259	17,630
WD-2503	PLC Replacement Project Phase 2	-	179,540	-	-	308,455	-	-	487,994
Grand Total		401,728	4,475,073	431,524	3,593,535	485,876	35,821	302,422	9,725,979



**TABLE 8**  
**MARINA COAST WATER DISTRICT**  
**FY 2024-2025 YEAR END FINANCIALS - UNAUDITED**  
**HISTORICAL INVESTMENT SUMMARY**

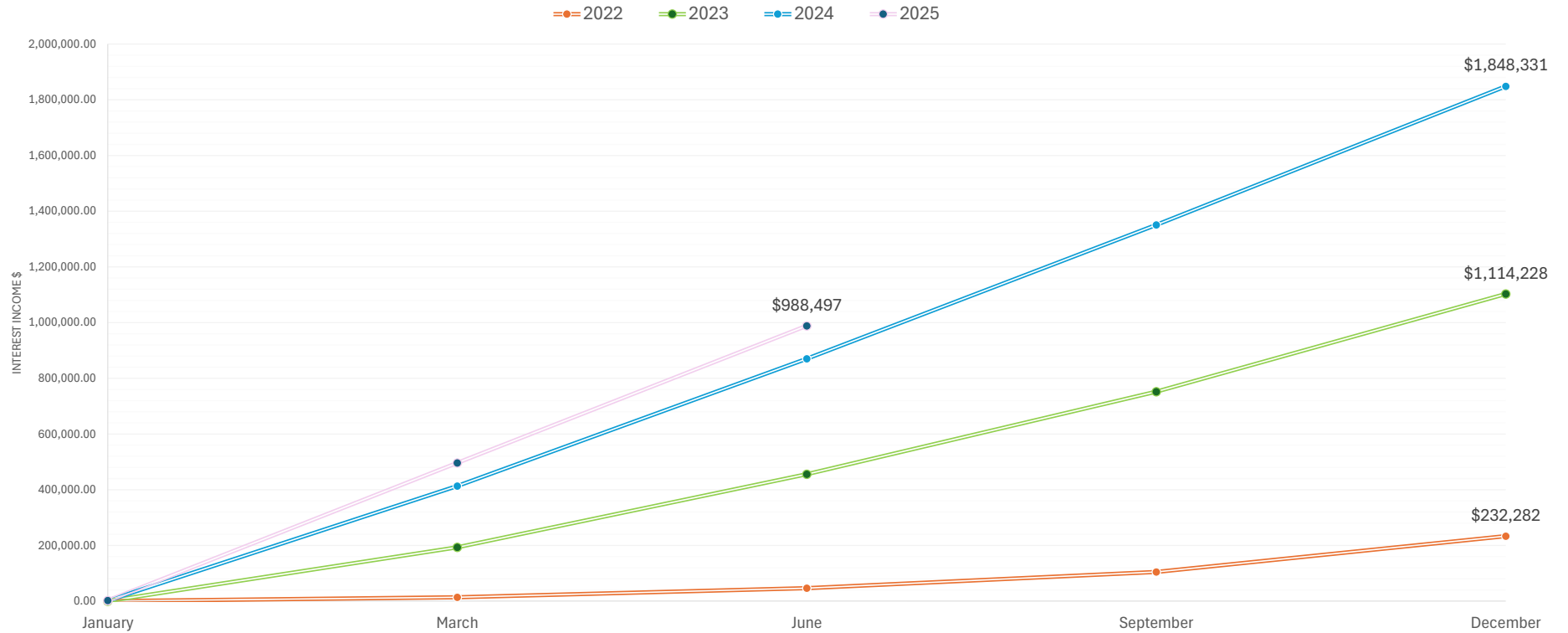
Bank/Agency	Investment Type	Balance as of 06/30/25	Balance as of 06/30/24	Balance as of 06/30/23	Balance as of 06/30/22
<b>Mechanics Bank</b>					
	General Checking	2,788,767	3,904,595	23,305	761,904
	Checking - RUWAP LOC Proceeds	-	-	-	-
	Savings/MMK	17,982,877	9,708,262	8,453,933	2,075,428
	Restricted Money Market (MMK)	1,213,859	1,159,386	1,109,020	1,082,207
	Savings - Bldg. Removal Fund	655,408	1,043,435	998,106	978,205
	Certificate of Deposit	-	-	-	-
	Certificate of Deposit	-	-	-	-
	Certificate of Deposit	5,260,285	5,000,000	1,000,000	-
	Certificate of Deposit	3,156,171	3,000,000	5,000,000	-
	Certificate of Deposit	-	2,049,863	-	-
<b>PNC Bank</b>					
	General Checking	-	-	2,875	-
	Certificate of Deposit	-	-	3,000,000	-
	Certificate of Deposit	-	-	2,000,000	-
<b>Chase Bank</b>					
	Savings	-	-	-	-
<b>State of California</b>	Local Agency Investment Fund (LAIF)	7,424,172	7,093,773	10,209,063	16,922,020
<b>California CLASS</b>		9,066,436	8,647,870	-	-
<b>Total Investment</b>		<b>47,547,975</b>	<b>41,607,184</b>	<b>31,796,302</b>	<b>21,819,764</b>

<b>Increase in Investment</b>	<b>5,940,791</b>	<b>9,810,882</b>	<b>9,976,538</b>	<b>1,029,282</b>
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TABLE 8A. INVESTMENT EARNINGS  
MARINA COAST WATER DISTRICT  
FY 2024-2025 YEAR END FINANCIALS - UNAUDITED  
HISTORICAL INVESTMENT GRAPH

### YTD INTEREST INCOME BY QUARTER



Interest Income	2022	2023	2024	2025
Q1	\$ 13,903	\$ 193,290	\$ 412,849	\$ 496,075
Q2	\$ 32,268	\$ 262,412	\$ 457,270	\$ 492,422
Q3	\$ 58,380	\$ 295,927	\$ 480,512	-
Q4	\$ 128,731	\$ 362,599	\$ 497,700	-
<b>Total Interest</b>	<b>\$ 233,282</b>	<b>\$ 1,114,228</b>	<b>\$ 1,848,331</b>	<b>\$ 988,497</b>



TABLE 9  
MARINA COAST WATER DISTRICT  
FY 2024-2025 YEAR END FINANCIALS - UNAUDITED  
RESERVES DETAIL

Blank	Blank2	Blank3	Blank4	Blank5	Marina Water	Marina Sewer	Ord Water	Ord Sewer	Recycled Water	GSA	Total
Resticted Reserves											
Debt Service - RUWAP											
	LAIF				-	-	-	-	641,706	-	641,706
Total Debt Service - RUWAP					-	-	-	-	641,706	-	641,706
Capacity Fee Reserve											
	Mechanics - CD				-	-	3,156,171	-	2,630,143	-	5,786,314
	Mechanics - MMK				-		2,280,739	2,844,586	1,128,200	-	6,253,525
	LAIF				146,257	-	38,536	1,603,936	60,005	-	1,848,734
	CA Class				-	-	2,182,272	-	3,159,773	-	5,342,045
Total Capacity Fee Reserve					146,257	-	7,657,718	4,448,522	6,978,121	-	19,230,618
Total Restricted Reserves					146,257	-	7,657,718	4,448,522	7,619,827	-	19,872,324

42%

Column1	Column2	Column3	Column4	Column5	Marina Water	Marina Sewer	Ord Water	Ord Sewer	Recycled Water	GSA	Total
Designated Reserves											
Capital Replacement Reserves											
	LAIF				-	341,950	894,634	500,000	-	-	1,736,584
	CA Class				1,071,988	114,857	76,571	-	-	-	1,263,416
Total Capital Replacement Reserve					1,071,988	456,807	971,205	500,000	-	-	3,000,000
Building Removal Funds											
	Mechanics - Bldg Removal Fund				-	-	655,408	-	-	-	655,408
Total Building Removal Fund					-	-	655,408	-	-	-	655,408
General Fund/Operating Reserves											
	CA Class				1,268,886	97,940	1,094,150	-	-	-	2,460,976
	LAIF				1,092,282	302,218	616,933	1,160,549	25,166		3,197,148
	Mechanics - CD				2,630,143	-	-	-	-	-	2,630,143
	Mechanics - General Checking				1,350	889,747	-	274,765	-	1,624,254	2,790,116
	Mechanics - MMK				843,841	3,160,332	874,197	7,213,983	850,857	-	12,943,210
Total Operating Reserve					5,836,502	4,450,237	2,585,280	8,649,297	876,023	1,624,254	24,021,593
Total Designated Reserve					6,908,490.00	4,907,044.00	4,211,893.00	9,149,297.00	876,023.00	1,624,254.00	27,677,001.00

58%

Total Reserves					7,054,747.00	4,907,044.00	11,869,611.00	13,597,819.00	8,495,850.00	1,624,254.00	47,549,325.00
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## Marina Coast Water District Agenda Transmittal

**Agenda Item:** 8-B

**Meeting Date:** September 22, 2025

**Prepared By:** Derek Cray

**Approved By:** Remleh Scherzinger

**Agenda Title:** Consider the Introduction and First Reading of Ordinance No. 65, an Ordinance Amending Title 5, Sewer Service System, Chapter 5.20 Use of Public Sewers, Sections 5.20.050, and 5.20.060, and Adding Sections 5.20.045, 5.20.062, and 5.20.065 to the Marina Coast Water District Code, in Accordance with Updated Standards and Requirements for the Reduction of Fats, Oil, and Grease in Public Sewer Systems and Set a Public Hearing Date for October 20, 2025

**Staff Recommendation:** Introduce and conduct or waive the first reading of Ordinance No. 65 approving an Ordinance Amending Title 5, Sewer Service System, Chapter 5.20 Use of Public Sewers Sections 5.20.050, and 5.20.060, and adding Sections 5.20.045, 5.20.062, and 5.20.065 to the Marina Coast Water District Code and set the public hearing date for October 20, 2025.

**Background:** *Strategic Plan Goal No. 4. Infrastructure: Reliable, Cost-Effective, and Sustainable Facilities and Properties;*  
*Strategic Plan Goal No. 5. Engagement: Communicate and Engage Effectively with Customers, Partners, and Stakeholders.*

The Marina Coast Water District (District) adopted Ordinance 02 in 1967 which governs Source Control regarding grease traps and grease interceptors within Title 5 of the District Code, which was later amended in 2003. The District's wastewater collection system is regulated by the State Water Resources Control Board (State Board) under the general Statewide Waste Discharge Requirements, Order WQ 2022-0103-DWQ, which became effective June 05, 2023.

**Discussion/Analysis:** The District enforces Fats, Oil and Grease (FOG) through its Source Control program. A major contributor to FOG in the District's wastewater collection system comes from food establishments and other commercial entities that provide food prep services. Occurrences of FOG within the District's wastewater collection system can lead to pipe blockages, which can result in sewer spills, health and safety concerns and can potentially lead to significant fines from the State Board.

The District's goal is to reduce and or eliminate the amount of FOG within the District's collection system through education and enforcement activities. Recently, the District updated its Sewer System Management Plan, which was approved in June 2025. Since the adoption of the plan, the District has enhanced its outreach program by utilizing notifications, social media, as well as newspaper articles and radio through our Public Relations (PR) firm, or through the Southern Monterey Bay Discharges Group, of which the District is a member.

Inspection of food establishments and businesses is conducted by District staff determined by the type of establishment and the means for the customer's grease removal (i.e., grease trap vs. grease interceptor).

When a blockage occurs, not only does it affect the business that may have caused it, but it also can affect a much larger area, as it takes time for the FOG to accumulate downstream in the collection system.



Therefore, staff recommends amending Title 5, Chapter 5.20.050 and 5.20.060 almost in its entirety, and adding additional sections 5.20.045, 5.20.062, and 5.20.065 to create a robust and enforceable source control program. A redline version of the edits is attached to this transmittal. Below is a summary of some of the revisions, primary changes, and an explanation for the revision:

**5.20.045-** adds definitions for grease trap and grease interceptor.

**5.20.050(A)** – the requirement that all food establishments and businesses that discharge fats, oil, and grease shall have a properly sized grease interceptor, and removed the language allowing for a grease trap.

**5.20.050 (A)(1)** adds language that allows an existing food establishment with an operable grease trap to be permitted to continue using a grease trap. If the establishment fails to maintain its grease trap, then a grease interceptor will be required.

**5.20.050(A)(1)(a)** any food establishment that changes ownership or type of use shall be required to install the appropriate grease interceptor as required by the District.

**5.20.050(B)(1)-** added in language to prohibit wastewater flows from urinals, toilets, or similar fixtures from passing through a grease trap or interceptor.

**5.20.050(C)-** adds the minimum size allowed for a grease interceptor at 750-gallon capacity.

**5.20.060-** addition of the language for grease traps and grease interceptors.

**5.20.060(B)–** adds the requirement frequency and trigger points for grease traps to be pumped.

**5.20.060(C)–** adds the requirement frequency and trigger points for grease interceptors to be pumped.

**5.20.060(D)-** adds requirements for the use of grease haulers, required paperwork, and record retention for pump outs and grease measurements.

**5.20.060(F)-** wording cleanup.

**5.20.060(G)-** adding in additional language on authority to inspect grease removal devices, and authority to terminate services if inspections are denied.

**5.20.062-** new section added for fees to administer the program. Fees will be set by resolution at a later date.

**5.20.065-** new section for enforcement added.

**5.20.065(A)-** If a food establishment is found not to be maintaining its grease trap or interceptor, the district will provide a first warning, providing the customer 72 hours to comply.

**5.20.065(B)-** if a food establishment is still not complying after the first warning, the district will provide a final twenty-four-hour notice to comply.

**5.20.065(C)-** if the customer fails to comply with the final notice, the district may terminate water service to the premise.

**5.20.065(D)-** if the customer still fails to comply and is still producing or disposing of grease down the sanitary sewer line, the district may terminate sewer service to the premise.

**5.20.065(E)-** adds language that the owner shall be responsible for all disconnection and reconnection fees associated with any disconnection of services.

**5.20.065(F)-** revised previous language that requires the installation of a grease interceptor if a customer is not maintaining their grease traps as required.

**5.20.065(G)-** adds language to recover any costs associated with a sewer spill caused by a customer's inadequate maintenance of their grease trap or interceptor. The Customer shall be responsible for all costs associated with cleaning the spill, including equipment, labor, and materials, as well as any regulatory fines or attorney fees resulting from the spill.

### **Ordinance Adoption Overview:**

The Board Chair is requested to introduce and conduct or waive the first reading of the above Ordinance as the first step to adopting the updated source control chapters of the District's

Ordinance. All ordinances must be read in full at the time of introduction unless a regular motion waiving further reading is adopted by a majority of the Board members present.

The Board would also need to set a public hearing on the proposed Ordinance. In the process of adopting ordinances and enacting fees and charges for Central Marina and the annexed portions of the Ord Community service areas, the District is required to conduct first and second readings of the proposed ordinance, set a public hearing date on the proposed change in charges, and publish the Ordinance in full, once, in a newspaper of general circulation, printed, published and circulated in the district within 10 days after adoption with the names of those directors voting for and against adoption. Notice of the public hearing at which the ordinance could be adopted shall be made in accordance with Government Code Section 6066.

**Environmental Review Compliance:** None.

**Legal Counsel Review:** Legal Counsel has reviewed and collaborated with staff on the ordinance update and processes to facilitate a public hearing and publication.

**Climate Adaptation:** A reduction of FOG within the District's sewer system, will reduce the amount of emergency callout and heavy machinery needed to remedy sewer blockages and spills which will reduce greenhouse gas emissions.

**Financial Impact:**   X   Yes        No Funding Source/Recap: There would be minor costs to publish the proposed and finalized ordinance. Funding sources would come from the Operations and Maintenance budget.

**Other Considerations:** None.

**Material Included for Information/Consideration:** A copy of the proposed draft ordinance; and Title 5, Chapter 5.20, with track changes.

**Action Required:**        Resolution   X   Motion        Review

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Board Action

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

MARINA COAST WATER DISTRICT  
ORDINANCE NO. 65

AN ORDINANCE AMENDING TITLE 5, SEWER SERVICE SYSTEM  
CHAPTER 5.20, SECTIONS 5.20.050, 5.20.060,  
AND, ADDING SECTIONS 5.20.045, 5.20.062, 5.20.065 TO THE DISTRICT CODE

Be it ordained by the Board of Directors of  
Marina Coast Water District  
as follows:

Section 1. Authority. This Ordinance is enacted pursuant to Sections 30000 and following the California Water Code, and Section 6 of Article XIII D of the California Constitution.

Section 2. Findings.

- A. This ordinance is considered for action by the Board of Directors at a regularly scheduled and noticed meeting. The agenda was posted in accordance with the Brown Act with an opportunity for public review in advance of the meeting and public comment during consideration of the ordinance by the Board. The District has complied with the publication, notice, and hearing requirements of Section 50022.3 of the California Government Code.
- B. The District operates its Sewer System in accordance with the State Water Resources Control Board's Water Discharge Requirements. In 2003, the Board of Directors amended Ordinance No. 2 (1967) by adopting Ordinance No. 38, in order to address the discharge of Fats, Oils and Grease (FOG) into the District's Sewer System. The Board of Directors desires to update FOG requirements as set forth herein for the protection of public health and safety.
- C. The Board of Directors finds that it is in the best interests of the District to adopt this ordinance.

Section 3. Purpose of Ordinance. The purpose of this Ordinance is to amend sections 5.20.050, and 5.20.060, and add sections 5.20.045, 5.20.062, and 5.20.065.

Section 4. General Provisions. Chapter 5.20 is hereby amended to read as follows:

**5.20.045 Definitions.**

- A. Grease Trap - a grease trap is multi-baffle compartment located within a food preparation area and under a sink which has a smaller volume capacity in order to remove fats, oil and grease.
- B. Grease Interceptor - a grease interceptor is a fats, oil, and grease separating structure, located outside of a building, underground, and is designed with a minimum of a two-baffled tank.

**5.20.050 Grease trap, grease interceptor or other device required.**

- A. All food service establishments, or any other business discharging fats, oil, grease or other similar material shall have an operable and properly sized grease interceptor, as determined by the district. All grease interceptors shall be of a type and capacity approved by the general manager or their designee and shall be so located as to be readily and easily accessible for cleaning and inspection.
  - 1. Existing food service establishments with an existing and operable grease trap will be permitted to continue operating, provided the establishment properly maintains its grease trap and provides documentation to the district. Should the establishment fail to properly maintain its grease trap, then the district will require the installation of a grease interceptor per section 5.20.065.
    - a. Any existing food establishment that changes ownership or type of use shall be required to install the appropriate grease interceptor as required by the district.
- B. All drains from food preparation and clean-up areas, including, but not limited to, pre-wash sinks, floor drains, food waste disposal units, pots and pans sinks, scullery sinks and garbage can wash areas shall be connected to such grease trap or grease interceptor.
  - 1. The customer shall ensure that no wastewater flows from toilets, urinals or similar fixtures shall pass through a grease trap or grease interceptor.
- C. Sizing Formula. The size of a grease trap or grease interceptor shall be as determined by the district. Notwithstanding the foregoing, grease traps required by this chapter shall be no smaller than an eighty gallon capacity grease trap with a seventy-five gallon per minute flow rate and grease interceptors shall have a minimum capacity of 750 gallons.
- D. Existing grease traps, grease interceptors or similar devices. All existing grease traps, grease interceptors or similar devices shall comply with these requirements or be subject to enforcement as set forth herein.

#### **5.20.060 Maintenance of grease traps and grease interceptors.**

- A. Grease traps and grease interceptors shall be maintained by the owner, at their expense, and shall continuously operate efficiently at all times. The owner shall periodically remove accumulated grease from the trap or interceptor. No collected grease shall be introduced into any public or private drainage piping.
- B. Grease traps shall be pumped when the combined surface grease and the solids at the bottom reach twenty-five percent or at a minimum frequency once every three months, whichever occurs first. The district in its discretion may require more frequent pumping based on the flow rates and the amount of fats, oils, and grease discharged by the food establishment or business.
- C. Grease interceptors shall be pumped when the combined surface grease and the solids at the bottom reach twenty-five percent or at a minimum frequency once every three months, whichever occurs first. The district in its discretion may require more frequent pumping based on the flow rates and the amount of fats, oils, and grease discharged by the food establishment or business.
- D. All grease traps and interceptors shall be removed by a waste hauler that specializes in the removal of grease, and each said hauler shall provide the customer with a signed certification

manifest for the removal of waste. Customer shall ensure that haulers shall measure the percentage of accumulated and floating grease and provide that documentation to the district. Customer is responsible for ensuring that all manifests shall be provided to the district and uploaded to the district's compliance program. All pump-out and servicing records shall be maintained by the customer for a minimum of three years and be available upon request by the district.

- E. Any grease trap or grease interceptor required by this chapter shall be readily accessible for inspection and properly maintained to assure that accumulations of grease or oil do not impair its efficiency or transport grease or oil into the sewer system.
- F. The district shall perform grease trap and grease interceptor inspections bi-annually or more often, at the owner's expense, and at the discretion of the district should maintenance reports not be received or should a grease trap or grease interceptor fail to operate properly.
- G. Access to a premise for the inspection of grease traps and grease interceptors during normal working hours shall not be denied. If access to a premise or building within a premise is denied for the purposes of grease traps or grease interceptor inspections, the district may terminate services in accordance with section 5.20.065.

#### **5.20.062 Fees.**

A. Any district customer that is required to have a grease trap or grease interceptor shall pay a compliance fee to the district as established by resolution. All such fees shall be sufficient to cover the costs of all services required for the inspection and documentation of grease hauling and maintenance activities.

#### **5.20.065 Enforcement**

- A. If the district determines that any food establishment or business is not maintaining its grease trap or interceptor per 5.20.060, the food establishment or business shall receive an initial first warning, which will provide the establishment seventy-two hours to comply.
- B. If the food establishment or business has not complied with the initial first warning, the district will then provide a final, twenty-four-hour notice to comply.
- C. In the event the food establishment or business fails to comply with the final notice, the district may terminate water service to the premises.
- D. If the district determines that the food establishment or business is still conducting business that is generating sewage waste, the district may terminate sewer services to the premises.
- E. The owner shall be responsible for all disconnection and reconnection fees associated with 5.20.065 C and D.
- F. In the event of an occurrence of any condition in A through E above, the district may require the immediate installation of a grease interceptor, if only a grease trap is installed, as a condition of continued water and wastewater services.
- G. If the district determines that a sewer spill results due to a customer's inadequate maintenance of their grease trap or grease interceptor, or improper disposal of fats, oil, grease, or debris, the

customer will be required to reimburse the district at the district's then-in-effect rates for all labor, material, and equipment required to remedy the sewer spill. If the sewer spill results in fines from any regulatory agency, the customer shall be responsible for all costs associated with the fines, including attorney fees.

Section 5. Enforcement and Administration. The General Manager and all officers and employees of the District, including all ex-officio officers and employees, shall enforce all the provisions of this Ordinance. The General Manager shall implement and administer this Ordinance. The General Manager shall report to the Board all factors which affect the implementation of this Ordinance and shall maintain a separate file of violations of this Ordinance and a file of any requests for variances from this Ordinance.

Section 6. Effective Date. All sections of this Ordinance shall be in full force and effect 30 days after its final passage in accordance with section 36937 of the California Government Code.

Section 7. Publication and Posting. Within 15 days after adoption, the district shall publish, in a newspaper published in Monterey County and circulated within the district, this ordinance with the names of those directors voting for and against adoption, and shall post in the district office a certified copy of the full text of this ordinance as adopted along with the names of those directors voting for and against adoption.

Section 8. Interpretation. Words and phrases used in this ordinance shall be read conjunctively with and shall have the same meaning as in prior district ordinances and the district Code, unless specifically changed by this ordinance or unless the context requires some other construction. If there is any inconsistency between this ordinance and prior provisions, this ordinance shall control.

On motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_; the foregoing Ordinance is enacted and shall take effect upon adoption by the following roll call of the Board:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstained: \_\_\_\_\_

By \_\_\_\_\_  
Gail Morton, President

ATTEST:

\_\_\_\_\_  
Remleh Scherzinger, Secretary

## CERTIFICATE OF SECRETARY

The undersigned hereby certifies that the foregoing Ordinance No. 65 was adopted and approved by the Board of Directors at their regular meeting on October 20, 2025.

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Remleh Scherzinger, Secretary

## **Chapter 5.20 USE OF PUBLIC SEWERS**

### **5.20.010 Sewer required.**

The owner of any building situated within the district and abutting on any street in which there is now located or may in the future be located a public sewer of the district, is required at his expense to connect said building directly with the proper public sewer in accordance with the provisions of this title, within ninety days after date of official notice to do so, provided that said public sewer is within one hundred feet of the building.

(Amended during 3-02 supplement: Ord. 2 § 305, 1967)

### **5.20.020 Drainage into sanitary sewers prohibited.**

No leaders from roofs and no surface drains for rainwater shall be connected to any sanitary sewer. No surface or subsurface drainage, rain water, stormwater, seepage, cooling water or unpolluted industrial process waters shall be permitted to enter any sanitary sewer by any device or method whatsoever.

(Amended during 3-02 supplement: Ord. 2 § 801, 1967)

### **5.20.030 Use of storm sewers required.**

Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet. Industrial cooling water or unpolluted process waters shall be discharged to a storm sewer or natural outlet.

(Amended during 3-02 supplement: Ord. 2 § 802, 1967)

### **5.20.040 Types of wastes prohibited.**

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer as required by the Code of Federal Regulations (40 CFR 403.5) and the following:

- A. Any liquid or vapor having a temperature higher than one hundred fifty degrees F;
- B. Any water or waste which may contain more than one hundred parts per million, by weight, of fat, oil or grease;
- C. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;
- D. Any garbage that has not been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than three-eighths inch in any dimension;
- E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works;
- F. Any waters or wastes having a pH lower than 6.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works;



- G. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals or create any hazard in the receiving waters of the sewage treatment plant;
  - H. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
  - I. Any noxious or malodorous gas or substance capable of creating a public nuisance;
  - J. Any septic tank sludge.
- (Ord. 38 § 8, 2003: amended during 3-02 supplement: Ord. 2 § 803, 1967)

#### **5.20.045 Definitions**

A. Grease Trap- a grease trap is multi-baffle compartment located within a food preparation area and under a sink which has a smaller volume capacity in order to remove fats, oil and grease.

B. Grease Interceptor- a grease interceptor is a fats, oil, and grease separating structure, located outside of a building, underground, and is designed with a minimum of a two-baffled tank.

#### **5.20.050 Grease trap, grease interceptor or other device required.**

- A. A~~All~~ food service ~~establishment-establishments~~, or any other business discharging ~~fats, oil, grease, oil~~ or other similar material shall have an operable and properly sized grease ~~trap, grease-interceptor-or-other comparable device(s)~~, as determined by the ~~general manager-district~~. All ~~grease traps, grease-interceptor-or-other devices~~interceptors shall be of a type and capacity approved by the general manager or their designee and shall be so located as to be readily and easily accessible for cleaning and inspection.

1. Existing food service establishments with an existing and operable grease trap will be permitted to continue operating, provided the establishment properly maintains its grease trap and provides documentation to the district. Should the establishment fail to properly maintain its grease trap, then the district will require the installation of a grease interceptor per section 5.20.065.

a. Any existing food establishment that changes ownership or type of use shall be required to install the appropriate grease interceptor as required by the district.

- B. All drains from food preparation and clean-up areas, including, but not limited to, pre-wash sinks, floor drains, food waste disposal units, pots and pans sinks, scullery sinks and garbage can wash areas shall be connected to such grease trap or grease interceptor.

1. The customer shall ensure that no wastewater flows from toilets, urinals or similar fixtures shall pass through a grease trap or grease interceptor.

- C. Sizing Formula. The size of a grease trap or grease interceptor shall be as determined by the district. Notwithstanding the foregoing, grease traps required by this chapter shall be no smaller than an eighty gallon capacity grease trap with a seventy-five gallon per minute flow rate- and grease interceptors shall have a minimum capacity of 750 gallons.
- D. Existing grease traps, grease interceptors or similar devices. All existing grease traps, grease interceptors or similar devices shall comply with these requirements or be subject to enforcement as set forth herein.

(Ord. 38 § 9, 2003: amended during 3-02 supplement: Ord. 2 § 804, 1967)

#### **5.20.060 Maintenance of grease traps and grease interceptors.**

- A. ~~Traps~~Grease traps and grease interceptors shall be maintained by the owner, at ~~his~~their expense, and shall continuously operate efficiently at all times. The owner shall periodically remove accumulated grease from the trap or interceptor. No collected grease shall be introduced into any public or private drainage piping.
- B. Grease traps shall be pumped when the combined surface grease and the solids at the bottom reach twenty-five percent or at a minimum frequency once every three months, whichever occurs first. The district in its discretion may require more frequent pumping based on the flow rates and the amount of fats, oils, and grease discharged by the food establishment or business.
- C. Grease interceptors shall be pumped when the combined surface grease and the solids at the bottom reach twenty-five percent or at a minimum frequency once every three months, whichever occurs first. The district in its discretion may require more frequent pumping based on the flow rates and the amount of fats, oils, and grease discharged by the food establishment or business.
- D. All grease traps and interceptors shall be removed by a waste hauler that specializes in the removal of grease, and each said hauler shall provide the customer with a signed certification manifest for the removal of waste. Customer shall ensure that haulers shall measure the percentage of accumulated and floating grease and provide that documentation to the district. Customer is responsible for ensuring that all manifests shall be provided to the district and uploaded to the district's compliance program. All pump-out and servicing records shall be maintained by the customer for a minimum of three years and be available upon request by the district.
- E. Any grease trap or grease interceptor required by this chapter shall be readily accessible for inspection and properly maintained to assure that accumulations of grease or oil do not impair its efficiency or transport grease or oil into the sewer system.
- ~~CE.~~ The ~~general manager or its designee~~district shall perform grease trap and grease interceptor inspections bi-annually or more often, at the owner's expense, and at the discretion of the district should maintenance reports not be received or should a grease trap or grease interceptor fail to operate properly.
- ~~D.~~ In the event the District determines that a food service establishment or business required to install and maintain a grease trap either fails to maintain the maintenance record required by this section, or fails to maintain the grease trap as required by this section, the district may require the immediate installation of a grease interceptor.
- G. Access to a premise for the inspection of grease traps and grease interceptors during normal working hours shall not be denied. If access to a premise or building within a premise is denied for the purposes of grease traps or grease interceptor inspections, the district may terminate services in accordance with section 5.20.065.

(Ord. 38 § 10, 2003: amended during 3-02 supplement: Ord. 2 § 805, 1967)

#### **5.20.062 Fees**

- A. Any district customer that is required to have a grease trap or grease interceptor shall pay a compliance fee to the district as established by resolution. All such fees shall be sufficient to cover the costs of all services required for the inspection and documentation of grease hauling and maintenance activities.

### **5.20.065 Enforcement**

- A. If the district determines that any food establishment or business is not maintaining its grease trap or interceptor per 5.20.060, the food establishment or business shall receive an initial first warning, which will provide the establishment seventy-two hours to comply.
- B. If the food establishment or business has not complied with the initial first warning, the district will then provide a final, twenty-four-hour notice to comply.
- C. In the event the food establishment or business fails to comply with the final notice, the district may terminate water service to the premises.
- D. If the district determines that the food establishment or business is still conducting business that is generating sewage waste, the district may terminate sewer services to the premises.
- E. The owner shall be responsible for all disconnection and reconnection fees associated with 5.20.065 C and D.
- F. In the event of an occurrence of any condition in A through E above, the district may require the immediate installation of a grease interceptor, if only a grease trap is installed, as a condition of continued water and wastewater services.
- G. If the district determines that a sewer spill results due to a customer's inadequate maintenance of their grease trap or grease interceptor, or improper disposal of fats, oil, grease, or debris, the customer will be required to reimburse the district at the district's then-in-effect rates for all labor, material, and equipment required to remedy the sewer spill. If the sewer spill results in fines from any regulatory agency, the customer shall be responsible for all costs associated with the fines, including attorney fees.

### **5.20.070 Preliminary treatment of wastes.**

- A. The general manager shall review and approve the following waters or wastes before admission into the public sewers:
1. A five-day biochemical oxygen demand greater than three hundred parts per million by weight; or
  2. Containing more than three hundred fifty parts per million by weight of suspended solids; or
  3. Containing any quantity of substance having the characteristics described in Section 4.20.040; or
  4. Having an average daily sewage flow greater than two percent of the average daily sewage flow of the district.
- B. Where necessary in the opinion of the general manager, the owner shall provide, at his expense, such preliminary treatment as may be necessary to:
1. Reduce the biochemical oxygen demand to three hundred parts per million and the suspended solids to three hundred fifty parts per million by weight; or
  2. Reduce objectionable characteristics or constituents to within the maximum limits provided for in Section 5.20.040; or
  3. Control the quantities and rates of discharge of such waters or wastes.
- C. Plans, specifications, and any other pertinent information relating to proposed preliminary treatment facilities shall be submitted for the approval of the general manager and of the water quality control board of the state and no construction of such facilities shall be commenced until said approvals are obtained in writing. (Amended during 3-02 supplement: Ord. 2 § 806, 1967)

#### **5.20.080 Maintenance of pretreatment facilities.**

Where pretreatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

(Amended during 3-02 supplement: Ord. 2 § 807, 1967)

#### **5.20.090 Control manholes.**

When required by the general manager, the owner of any property served by a side sewer carrying industrial wastes shall install a suitable control manhole in the side sewer to facilitate observation, sampling and measurement of wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the district engineer. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times.

(Amended during 3-02 supplement: Ord. 2 § 808, 1967)

#### **5.20.100 Measurements and tests.**

All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in Sections 5.20.040 and 5.20.070 shall be determined in accordance with standard methods and shall be determined at the control manhole provided for in Section 5.20.090, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the side sewer is connected.

(Amended during 3-02 supplement: Ord. 2 § 809, 1967)

#### **5.20.110 Special agreements.**

No statement contained in Sections 5.20.020 through 5.20.120 shall be construed as preventing any special agreement or arrangement between the district and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the district for treatment, subject to payment therefor by the industrial concern and subject to such terms and conditions as might be required by the district.

(Amended during 3-02 supplement: Ord. 2 § 810, 1967)

#### **5.20.120 Swimming pools.**

It shall be unlawful for any person to discharge the contents of a swimming pool into a sanitary sewer except in the manner specified herein. The size of pipe carrying discharge water shall not be larger than two inches and shall not be under a head to exceed twenty feet. If the water is discharged by pumping, the rate of flow shall not exceed one hundred gallons per minute. Each swimming pool discharging to a sanitary sewer shall be equipped with an approved separator to preclude any possibility of a backflow of sewage into the swimming pool or piping system.

(Amended during 3-02 supplement: Ord. 2 § 811, 1967)