MARINA COAST WATER DISTRICT
& GROUNDWATER SUSTAINABILITY AGENCY

920 SECOND AVENUE, MARINA, CA 93933-6009
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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 2nd Avenue, Marina, California 93933
Monday, November 16, 2026, 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 Shelby Gorman at sgorman@mcwd.org by 9:00 am on Monday, November 16, 2026; 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/88311192348?pwd=PcTMpAFBeZqidfL8WsFeom8bpTQLyh.1
Passcode: 656380

To participate via phone: 1-669-900-9128; Meeting ID: 883 1119 2348 Passcode: 656380

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**
4. **Action Item**

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, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Friday, November 13, 2026. 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.

A. Adopt Resolution No. 2026-67 to Appoint the General Manager as the Board of Directors' Real Property Negotiator for Parcel No. 031-271-010-000
(page 1)

5. Public Comment on Closed Session Items *Anyone wishing to address the Board on matters appearing in Closed Session 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.*

6. Closed Session

A. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Property: 031-271-010-000
Agency Negotiator: (To be determined in Item 4-A)
Negotiating Parties: City of Marina and Marina Coast Water District
Under Negotiation: Price and Terms

B. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Property: 031-251-004-000
Agency Negotiator: General Manager Remleh Scherzinger
Negotiating Parties: Salinas Valley Health and MCWD
Under Negotiation: Price and Terms

Reconvene to Open Session estimated to be at 6:30 p.m.

7. 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.*

8. Presentations

A. Adopt Resolution No. 2026-68 to Recognize Tamala Hatfield, Senior Accountant, for Fifteen Years of Service to the Marina Coast Water District
(page 5)

9. Consent Calendar

A. Receive and File the Check Register for the Month of October 2026
(page 11)

B. Approve the Draft Minutes of the Regular Joint Board/Groundwater Sustainability Agency Meeting of October 19, 2026
(page 19)

C. Receive Third Quarter Investment Report for Calendar Year 2026
(page 27)

D. Receive the Third Quarter 2026 Marina Coast Water District Water Consumption and Wastewater Flow Report
(page 31)

E. Adopt Resolution No. 2026-69 to Amend the Fiscal Year 2026-2027 Capital Improvement Program Budget and Amend Professional Services Agreement with Ghirardelli Associates, Inc. for Related Construction Management and Inspection Services
(page 41)

F. Adopt of Resolution No. 2026-70 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Monterey Peninsula Management Group for Phase II of the Abdy Way Subdivision Development Project
(page 51)

10. Action Items

A. Consider First Reading of Ordinance No. 66, an Ordinance Amending Title 3, Water Service System Chapter 1.04, Section 1.04.10 and Chapter 3.36, Section 3.36.030, to Adopt New Non-Functional Turf Ban and Amend Existing Conservation Ordinance and Set Public Hearing on the Ordinance
(page 91)

B. Adopt Resolution No. 2026-71 Authorizing the General Manager to Divide 2840 4th Avenue by Execution of a Deed and Acceptance of an Interest in Real Property Pursuant to Government Code Section 27281
(page 111)

11. 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. Monterey One Water Board Member Liaison

2. Salinas Valley Basin Groundwater Sustainability Agency and Marina Coast Water District Groundwater Sustainability Agency Steering Committee

12. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, December 14, 2026, 6:00 PM

Return to Agenda

Marina Coast Water District
Agenda Transmittal

Agenda Item: 4-A **Meeting Date:** November 16, 2026

Prepared By: Shelby Gorman **Approved By:** Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2026-67 to Appoint the General Manager as the Board of Directors' Real Property Negotiator for Parcel No. 031-271-010-000

Staff Recommendation: Adopt Resolution No. 2026-67 to Appoint the General Manager as the Board of Directors' Real Property Negotiator for Parcel No. 031-271-010-000

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 Brown Act Government Code Section 54956.8 authorizes the Board of Directors to hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for Marina Coast Water District. The Board of Directors is asked to grant authority to the General Manager as its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

Financial Impact: _____Yes ___X___No **Funding Source/Recap:** None

Other Considerations: Appoint a different person to negotiate on behalf of the District.

Material Included for Information/Consideration: Resolution No. 2026-67.

Action Required: ___X___Resolution _____Motion _____Review

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

November 16, 2026

Resolution No. 2026-67
Resolution of the Board of Directors
Marina Coast Water District
Appointing the General Manager as the Board of Directors' Real Property Negotiator for Parcel No. 031-271-010-000

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on November 16, 2026, at 920 Second Avenue, Marina, California as follows:

WHEREAS, the Brown Act Government Code Section 54956.8 authorizes the Board of Directors to hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for Marina Coast Water District to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease; and,

WHEREAS, prior to holding the closed session, the Board of Directors during an open and public session is required, among other things, to identify its real property negotiator or negotiators, which are set forth in the agenda for the meeting; and,

WHEREAS, to facilitate the identification of the Board of Directors' negotiator for such real property matters, the Board wishes to designate the District's General Manager as the Board's negotiator.

NOW, THEREFORE, BE it resolved and approved by the Board of Directors of the Marina Coast Water District as follows:

1. adopt Resolution No. 2026-67 to designate the General Manager as the Board of Directors' negotiator for all real property matters covered by Government Code Section 54956.8, to include Parcel No. 031-271-010-000; and,

2. the General Manager is authorized to designate another real property negotiator (General Manager's designee) in his or her place subject to approval of the Board of Directors.

PASSED AND ADOPTED on November 16, 2026, 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. 2026-67 adopted November 16, 2026.

Remleh Scherzinger, Secretary

Return to Agenda

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-A **Meeting Date:** November 16, 2026

Prepared By: Garren Fisher **Approved By:** Remleh Scherzinger, PE
Reviewed By: Mary Lagasca, CPA

Agenda Title: Adopt Resolution No. 2026-68 Recognizing Tamela Hatfield, Senior Accountant, for 15 Years of Service to the Marina Coast Water District

Staff Recommendation: The Board adopt Resolution No. 2026-68 recognizing Tamela Hatfield, Senior Accountant, and awarding a gift certificate for 15 years of service to the Marina Coast Water District.

Background: *Strategic Plan, Goal No. 2.1– The District attracts, onboards, and retains high-performing Staff, and manages succession effectively.*

Tamela Hatfield joined the District on November 14, 2011, as Accountant II, was later reclassed in 2018 to Accounting Supervisor and has been in the role of Senior Accountant since June 2018.

Discussion/Analysis: Tamela has held an active certified public accountant license in the State of California since 2011. Her longstanding involvement in District financial operations has given her extensive knowledge of its financial history, supporting her colleagues in their work. She leads capital improvement program accounting and financial reporting, along with capital asset accounting. In coordination with Engineering colleagues, she also tracks and reports on development projects, allocates costs, and maintains developer deposits and receivables.

Tamela has a keen eye and detail orientation that serves the District well in ensuring precision in its internal and external financial reporting. Tamela dedicates long hours to her work ensuring accuracy, completeness and fair presentation of the District's financial position.

In fiscal year 2026, Tamela completed a multi-year special project to bring the District's capital asset program into order through detailed cleanup and reorganization as well as the modernization of the District's capital asset accounting procedures and systems.

Tamela recently supported efforts to redesign capital improvement program and developer project accounting. This simplification of the procurement and budgetary reporting led to more efficient process flows as well as greater transparency of underlying balances and activity. Furthermore, Tamela has been key to moving the District Finance team toward regular, monthly ledger closes that provide greater reliability and transparency of District finances.

In her 15 years with the District, Tamela has played a key role in preparing the annual comprehensive financial reports (annual report) contributing to 15 of the 18 consecutive annual awards of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA). Tamela supported the very timely completion of the District's fiscal year 2026 Annual Report, and management is confident that the District will again be awarded the certificate of achievement from the GFOA.

It is with great pleasure that we recognize Tamela Hatfield's 15 years of service to the Marina Coast Water District. We collectively thank her for her years of outstanding service and wish her well in her continued service to the District.

Environmental Review Compliance: None required.

Financial Impact: ___X___Yes _____No **Funding Source/Recap:** Hospitality & Awards account numbers of all five cost centers.

Material Included for Information/Consideration: Resolution No. 2026-68.

Action Required: ___X___Resolution _____Motion _____Review
(Roll call vote is required.)

Board Action

_____Resolution No____ Motion By_____ Seconded By_____

Ayes_____ Abstained_____

Noes_____ Absent_____

November 16, 2026

Resolution No. 2026-68
Resolution of the Board of Directors
Marina Coast Water District
In Recognition of Tamela Hatfield for 15 Years
of Service to the Marina Coast Water District

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on November 16, 2026, at 920 Second Avenue, Marina, California as follows:

WHEREAS, Tamela Hatfield joined the District on November 14, 2011, as an Accountant II; and,

WHEREAS, Tamela has held an active certified public accountant license in the State of California since 2011. Her longstanding involvement in District financial operations has given her extensive knowledge of its financial history, supporting her colleagues in their work; and,

WHEREAS, Tamela has a keen eye and detail orientation that serves the District well in ensuring precision in its internal and external financial reporting. Tamela dedicates long hours to her work ensuring accuracy, completeness and fair presentation of the District's financial position; and,

WHEREAS, Tamela recently completed a multi-year special project to bring the District's capital asset program into order through detailed cleanup and reorganization as well as the modernization of the District's capital asset accounting procedures and systems; and,

WHEREAS, Tamela has played a key role in preparing the annual comprehensive financial reports contributing to 15 of the 18 consecutive annual awards of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association. Tamela supported the timely completion of the District's fiscal year 2026 Annual Report.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Tamela Hatfield's fifteen years of service to the Marina Coast Water District, hereby presenting her with an award and gift certificate, and wishes her well in her continued service with the District.

PASSED AND ADOPTED on November 16, 2026, 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. 2026-68 adopted November 16, 2026.

_____
Remleh Scherzinger, Secretary

Return to Agenda

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9 **Meeting Date:** November 16, 2026

Prepared By: Shelby Gorman **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 October 2026

B. Approve the Draft Minutes of the Regular Joint Board/Groundwater Sustainability Agency Meeting of October 19, 2026

C. Receive Third Quarter Investment Report for Calendar Year 2026

D. Receive the Third Quarter 2026 Marina Coast Water District Water Consumption and Wastewater Flow Report

E. Adopt Resolution No. 2026-69 to Amend the Fiscal Year 2026-2027 Capital Improvement Program Budget and Amend Professional Services Agreement with Ghirardelli Associates, Inc. for Related Construction Management and Inspection Services

F. Adopt of Resolution No. 2026-70 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Monterey Peninsula Management Group for Phase II of the Abdy Way Subdivision Development Project

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 October 2026; Draft Minutes of October 19, 2026; Third Quarter Investment Report for Calendar Year 2026; Resolution No. 2026-69; Resolution No. 2026-70; Infrastructure Agreement.

Action Required: ___X___Resolution _____Motion _____Review

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

Return to Agenda

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-A **Meeting Date:** November 16, 2026

Prepared By: Mary Lagasca, CPA **Approved By:** Remleh Scherzinger, PE

Agenda Title: Receive and File the Check Register for the Month of October 2026

Staff Recommendation: Receive and file the October 2026 expenditures totaling $1,828,307.65.

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 October 2026, and the Board is requested to receive and file the check register. The October check register contained the following significant items:

1. Check No. 79427 – Graniterock Company. in the amount of $106,875.00 for California Avenue Water Main Pipeline Construction Payment #4.

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, 07-Groundwater Sustainability.

Other Consideration: None.

Material Included for Information/Consideration: October 2026 Summary Check Register.

Action Required: _____Resolution __X__Motion _____Review

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

OCTOBER 2026 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
10/01/2026	ACH	Griffith, Masuda & Hobbs	27,751.73
10/06/2026	79420 - 79442	Check Register	471,686.38
10/16/2026	79443 - 79456	Check Register	28,045.45
10/19/2026	79457 - 79527	Check Register	404,988.76
10/26/2026	79528 - 79557	Check Register	82,689.23
10/02/2026	ACH	CalPERS	40,482.88
10/02/2026	ACH	Board Compensation Direct Deposits	507.91
10/02/2026	ACH	Internal Revenue Service	84.18
10/08/2026	ACH	CalPERS	40,157.59
10/09/2026	ACH	Payroll Direct Deposits	161,367.99
10/09/2026	ACH	Empower Retirement	19,069.10
10/09/2026	ACH	Internal Revenue Service	76,911.56
10/09/2026	ACH	State of California - EDD	18,746.45
10/09/2026	ACH	WageWorks, Inc.	3,223.20
10/12/2026	502245 - 502246	Check Register	1,090.07
10/19/2026	502247 - 502250	Check Register	125,167.67
10/23/2026	ACH	Payroll Direct Deposits	149,960.18
10/23/2026	ACH	Empower Retirement	19,128.97
10/23/2026	ACH	Internal Revenue Service	66,572.37
10/23/2026	ACH	State of California - EDD	16,085.21
10/23/2026	ACH	WageWorks, Inc.	3,223.20
10/26/2026	502251 - 502262	Check Register	30,702.93
10/27/2026	502263	Check Register	402.07
10/28/2026	ACH	CalPERS	40,262.57
		TOTAL DISBURSEMENTS	**1,828,307.65**

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	09/14/2026	10/01/2026	Griffith, Masuda & Hobbs	Legal Services 08/2026	27,751.73
79420	09/21/2026	10/06/2026	Pitney Bowes Global Financial Services LLC	Postage Machine Lease 08/09 - 11/08	1,089.75
79421	08/31/2026	10/06/2026	Schaaf & Wheeler	Engineering Services - F-WSPR Modeling; Engineering Services During Construction - Tate Park LS; Engineering Support - CA Ave Water Main, Gigling Rd Water Pipelines 08/2026; Developers (City of Marina Sports Complex, Marina Station, Seneca Family/ Drew St Housing, Wathen-Castanos Homes)	20,619.00
79422	09/18/2026	10/06/2026	Verizon Wireless	Cell Phone Service 09/2026	431.87
79423	09/25/2026	10/06/2026	Harris & Associates	Developers (Campus Town, Marina Station)	22,865.26
79424	10/01/2026	10/06/2026	Maynard Group	Network Support 10/2026	5,441.35
79425	09/18/2026	10/06/2026	Wallace Group	Construction Management - Tate Park LS 08/2026	11,510.00
79426	08/01/2026	10/06/2026	Don Chapin Co., Inc	Fire Hydrant Replacement Project - Construction Pmt #2	45,668.38
79427	08/26/2026	10/06/2026	Graniterock Company	CA Ave Water Main Pipeline - Construction Pmt #4	106,875.00
79428	09/25/2026	10/06/2026	Richards, Watson & Gershon	Legal Services 10/2025 - 08/2026	121,668.64
79429	09/08/2026	10/06/2026	Remy Moose Manley, LLP	Legal Services 08/2026	58,454.09
79430	09/30/2026	10/06/2026	Peninsula Messenger LLC	Courier Service 10/2026	285.00
79431	09/30/2026	10/06/2026	Iron Mountain, Inc.	Shredding Service 09/2026	184.59
79432	09/22/2026	10/06/2026	AT&T	Phone and Alarm Line Service 09/2026	30.33
79433	09/02/2026	10/06/2026	Applied Best Practices	Continuing Disclosure Consulting Services/ Significant Event Notices 09/2026	500.00
79434	09/24/2026	10/06/2026	EKI Environment & Water, Inc.	Technical Support - Well 34 Total Coliform Detection 08/2026	1,300.25
79435	09/25/2026	10/06/2026	WEX Bank	Fleet Gasoline 09/2026	7,460.47
79436	10/01/2026	10/06/2026	The Ferguson Group, LLC	Grant Consulting Services 10/2026	2,550.00
79437	09/20/2026	10/06/2026	T-Mobile	Cellular Services 07/19 - 08/18; GPS Service - (40) Fleet Vehicles 09/2026	1,978.90
79438	09/23/2026	10/06/2026	InfoSend, Inc.	Programming Fee - Update Adjustment Display	555.00
79439	09/21/2026	10/06/2026	Ghirardelli Associates, Inc.	Developer (Dunes Phase 3)	9,996.00
79440	07/29/2026	10/06/2026	Cogent Infotech Corporation	Vulnerability Assessment, Cybersecurity Audit, Penetration Testing 07/2026	35,558.50
79441	09/17/2026	10/06/2026	Costanoan Consulting LLC	Tribal Cultural Monitoring Services - Tate Park LS 09/2026	15,264.00
79442	09/18/2026	10/06/2026	InSource Software Solutions, Inc.	Software Database Virtual Training - IT Administrator	1,400.00
79443	08/31/2026	10/16/2026	Schaaf & Wheeler	Engineering Support - Reservoir 2 Recoating 07/2026 - 08/2026	10,060.00
79444	09/30/2026	10/16/2026	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fees - Welding Supplies 09/2026	64.50
79445	09/16/2026	10/16/2026	American Supply Company	Janitorial Supplies	482.86
79446	09/15/2026	10/16/2026	Sturdy Oil Company	(383) gals Dyed Diesel - (4) Sites	3,112.77
79447	10/01/2026	10/16/2026	Daiohs USA	Coffee Supplies 10/2026	858.05
79448	09/17/2026	10/16/2026	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	449.57
79449	10/01/2026	10/16/2026	U.S. Bank National Association	Ord Office Copier Lease 09/26 - 10/25	190.10
79450	10/01/2026	10/16/2026	Pure Janitorial, LLC	Janitorial Service - BLM/ MCWD Offices 09/2026	5,100.00
79451	09/23/2026	10/16/2026	SBRK Finance Holdings, Inc.	Springbrook Fixed Assets Module - Professional Services 08/2026	125.00
79452	10/02/2026	10/16/2026	Kysmet Security & Patrol, Inc.	Security Patrol Services - MCWD Offices 09/2026	321.00
79453	09/20/2026	10/16/2026	T-Mobile	Cell Phone Service 09/2026	2,322.10
79454	10/02/2026	10/16/2026	CSG Consultants, Inc.	Construction Management - Imjin LS Odor Control 09/2026	630.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
79455	09/30/2026	10/16/2026	KAZU 90.3FM	2026 Annual Campaign 09/2026	1,980.50
79456	10/02/2026	10/16/2026	InSource Software Solutions, Inc.	Annual Software Subscription 11/17/26 - 11/16/27	2,349.00
79457	10/05/2026	10/19/2026	Quinn Company	Annual Generator Maintenance - (11) Sites	16,317.20
79458	09/29/2026	10/19/2026	Salinas Valley Ford	APIM Module/ Catalytic Converter Replacement, Oil Change - Vehicle #1803	4,204.58
79459	10/02/2026	10/19/2026	Insight Planners	Web Development/ Maintenance, Hosting, Translation 09/2026	2,355.00
79460	10/08/2026	10/19/2026	PG&E	Gas and Electric Service 09/2026	133,211.53
79461	09/29/2026	10/19/2026	Grainger	General Operations/ Maintenance Supplies	42.70
79462	10/06/2026	10/19/2026	Monterey Bay Analytical Services	Laboratory Testing	2,682.00
79463	09/30/2026	10/19/2026	Monterey One Water	Sewer Treatment Charge 09/2026 - 10/2026	49.56
79464	10/06/2026	10/19/2026	Special District Association of Monterey County	SDA Quarterly Meeting	160.00
79465	09/29/2026	10/19/2026	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	1,192.77
79466	10/12/2026	10/19/2026	Geiger	(5,000) #10 Envelopes - Billing Adjustment Letters	956.05
79467	10/05/2026	10/19/2026	Univar Solutions USA, Inc.	(1,591) gals Chlorine - (3) Sites	7,954.72
79468	09/22/2026	10/19/2026	Sherwin-Williams Co.	General Operations/ Maintenance Supplies	483.54
79469	09/30/2026	10/19/2026	Richards, Watson & Gershon	Legal Services 08/2026	21,012.13
79470	10/04/2026	10/19/2026	U.S. Bank National Association	IOP A Side Office Copier Lease 09/29 - 10/28	391.12
79471	10/15/2026	10/19/2026	Brigantino & Davis Real Estate Appraisal, Brokerage and Consulting	Appraisal Services	6,750.00
79472	09/30/2026	10/19/2026	Eurofins Drinking Water and Wastewater West, LLC	Intake Well Testing - RDP Reservation Rd Desal Plant 08/2026	2,165.00
79473	09/28/2026	10/19/2026	AT&T	Phone and Alarm Line Service 09/2026	134.61
79474	10/01/2026	10/19/2026	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 10/2026	500.00
79475	09/24/2026	10/19/2026	EKI Environment & Water, Inc.	FY 2026-2027 Monterey Subbasin GSP Implementation 08/2026	77,463.00
79476	09/24/2026	10/19/2026	Scudder Roofing Co.	Roof Repair - IOP Office	14,327.00
79477	09/30/2026	10/19/2026	Golden State Truck and Trailer Repair, Inc.	Oil Change, Filter Replacements - Vehicle #2101; Vehicle Inspection, DEF Level Sensor Replacement - Vehicle #2001	3,430.11
79478	10/01/2026	10/19/2026	City of Seaside	City Utility Tax 07/2026 - 09/2026	64,313.36
79479	09/16/2026	10/19/2026	Edwards Truck Center, Inc.	General Operations/ Maintenance Supplies	74.25
79480	09/30/2026	10/19/2026	Quick Quack Car Wash Holdings, LLC	Car Washes - (15) Fleet Vehicles 09/2026	120.00
79481	10/05/2026	10/19/2026	Amazon Capital Services, Inc.	General Operations/ Maintenance Supplies	251.80
79482	09/30/2026	10/19/2026	Scudder Roofing Sun Energy Systems	Solar, Storage System Project - Solar Array	20,541.80
79483	09/24/2026	10/19/2026	Overhead Door Company of Salinas	Gate Inspection - BLM Office	256.39
79484	10/05/2026	10/19/2026	Security Contractor Services, Inc.	Fencing Relocation - RDP Reservation Rd Desal Plant	900.00
79485	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 3087 Bostick Ave	110.00
79486	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 19030 Schofield Ln	260.01
79487	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - Hydrant Meter	2,345.74
79488	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - Hydrant Meter	1,446.94
79489	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 4195 Peninsula Point Dr	46.00
79490	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 213 Rosebud Ct	96.47
79491	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 106 Dahlia Dr	45.65
79492	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 128 Brookside Pl	20.00
79493	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - Hydrant Meter	2,244.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
79494	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 4715 Peninsula Point Dr	151.66
79495	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - Hydrant Meter	2,454.20
79496	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 2611 California Ave	46.00
79497	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 3138 Shoemaker Pl	46.00
79498	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 3136 Lake Dr	6.85
79499	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 3015 Gary Cir	102.64
79500	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 3135 Messinger Dr	125.06
79501	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 183 Via Del Mar Pl	46.00
79502	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 3005 Shasta Way	46.00
79503	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 14406 Lee Ave	179.00
79504	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 2618 Bluewater Ct	46.00
79505	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 1502 Devers Ct	46.00
79506	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 211 9th St	46.00
79507	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 3028 Ferris Cir	46.00
79508	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 2760 Telegraph Blvd	92.97
79509	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 16811 Wilcox St	130.46
79510	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - Hydrant Meter	50.73
79511	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 3239 Seaside Ct	176.49
79512	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 1710 Eichelberger Ct	46.00
79513	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 13813 Sherman Blvd	110.00
79514	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 10 Carmel Cir	77.40
79515	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 114 8th St	46.00
79516	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - Hydrant Meter	2,269.20
79517	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 3115 Flower Cir	46.00
79518	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - Hydrant Meter	2,185.00
79519	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - Hydrant Meter	2,399.57
79520	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - Hydrant Meter	4,694.00
79521	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 408 Brittany Rd	3.16
79522	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 1830 Wedemeyer Ct	67.02
79523	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 385 Redwood Heights Ct	46.00
79524	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 599 Dx Dr	18.42
79525	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 2995 Pinos Way	31.21
79526	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 1610 Hodges Ct	147.33
79527	10/02/2026	10/19/2026	Customer Service Refund	Refund Check - 171 Via Del Mar Pl	109.36
79528	09/30/2026	10/26/2026	Ace Hardware of Watsonville, Inc.	General Water Resources, Meter Readers, Operations/ Maintenance Supplies	790.99
79529	10/12/2026	10/26/2026	Quinn Company	Annual Generator Maintenance - (6) Sites	8,862.07
79530	09/23/2026	10/26/2026	Monterey County Tax Collector	Property Fees	2,332.54
79531	09/23/2026	10/26/2026	Monterey County Tax Collector	Property Fees	2,836.16
79532	10/02/2026	10/26/2026	Grainger	General Operations/ Maintenance Supplies	45.45
79533	10/14/2026	10/26/2026	Jane's Answering Service	Answering Service 09/16 - 10/13	330.00
79534	10/08/2026	10/26/2026	Mark's Barn Auto Body, Inc.	Auto Body Repairs - Vehicle #2505	5,153.98
79535	10/13/2026	10/26/2026	Monterey Bay Analytical Services	Laboratory Testing	450.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
79536	10/20/2026	10/26/2026	Rauch Communication Consultants, Inc.	Public Relations 07/2026	18,384.81
79537	09/30/2026	10/26/2026	Monterey One Water	Sewer Treatment Charges 09/2026 - 10/2026	359.50
79538	10/01/2026	10/26/2026	Green Line	CCTV/ Video Service - Del Monte Blvd Sewer Main	1,690.00
79539	10/16/2026	10/26/2026	Federal Express	Laboratory Sample Shipping	113.15
79540	10/12/2026	10/26/2026	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	441.00
79541	10/15/2026	10/26/2026	Geiger	(10,000) #10 Envelopes - Billing Adjustment Letters; (5,000) #10 Window Envelopes	1,517.14
79542	09/30/2026	10/26/2026	Pacific Ag Rentals LLC	(5) Mobile Restroom Rentals - MCWD Sites 09/2026	541.46
79543	10/12/2026	10/26/2026	Marina Tire & Auto Repair	Oil Change - Vehicle #2509; Tire Repair - Vehicle #2301	171.23
79544	10/12/2026	10/26/2026	Monterey Bay Technologies, Inc.	IT Support Services 09/2026; External Hard Drive - Off Site Backups	5,222.32
79545	10/14/2026	10/26/2026	ICONIX Waterworks (US), Inc.	General Meter Reader, Operations/ Maintenance Supplies	331.41
79546	10/01/2026	10/26/2026	Evoqua Water Technologies, LLC	Hydrogen Sulfide Monitoring - (1) Site	1,778.61
79547	09/30/2026	10/26/2026	Western Exterminator Company	Pest Control - BLM/ MCWD Offices 09/2026	480.58
79548	09/30/2026	10/26/2026	Marina Coast Water District	Recycled Water Service - Armstrong Ranch; BLM Water, Sewer, Fire Service 07/2026, 09/2026	4,083.03
79549	09/25/2026	10/26/2026	Security Shoring & Steel Plates, Inc.	Rescue/ Recovery Tripod, Winch	4,996.87
79550	10/09/2026	10/26/2026	The Pape' Group, Inc.	Oil Changes, Replacement Filters - (5) Heavy Machinery	6,704.31
79551	09/30/2026	10/26/2026	AutoZone Parts, Inc.	General Operations/ Maintenance Supplies	11.41
79552	09/25/2026	10/26/2026	U.S. Bank National Association	2024 Bond Administration Fee 09/2026 - 08/2027	3,000.00
79553	10/08/2026	10/26/2026	La Sirenita Tree Service	Tree Removal - East Garrison LS	3,875.00
79554	10/19/2026	10/26/2026	InfoSend, Inc.	Programming Fee - Update Adjustment Display; Customer Billing Statements 09/2026	5,496.61
79555	10/07/2026	10/26/2026	Amazon Capital Services, Inc.	(2) Truck Tool Boxes - Vehicle #2201	534.61
79556	10/15/2026	10/26/2026	First Alarm	Security, Fire Alarm Monitoring - MCWD Offices 11/2026	1,471.00
79557	10/01/2026	10/26/2026	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 10/2026	683.99
ACH	10/02/2026	10/02/2026	CalPERS	Payroll Ending 09/04/26	40,482.88
ACH	10/02/2026	10/02/2026	Board Compensation Direct Deposits	Board Compensation 09/2026	507.91
ACH	10/02/2026	10/02/2026	Internal Revenue Service	Board Compensation 09/2026	84.18
ACH	10/08/2026	10/08/2026	CalPERS	Payroll Ending 09/18/26	40,157.59
ACH	10/09/2026	10/09/2026	Payroll Direct Deposits	Payroll Ending 10/02/26	161,367.99
ACH	10/09/2026	10/09/2026	Empower Retirement	Payroll Ending 10/02/26	19,069.10
ACH	10/09/2026	10/09/2026	Internal Revenue Service	Payroll Ending 10/02/26	76,911.56
ACH	10/09/2026	10/09/2026	State of California - EDD	Payroll Ending 10/02/26	18,746.45
ACH	10/09/2026	10/09/2026	WageWorks, Inc.	Payroll Ending 10/02/26	3,223.20
502245	10/09/2026	10/12/2026	Teamsters Local Union No. 856	Payroll Ending 10/02/26	688.00
502246	10/09/2026	10/12/2026	CA State Disbursement Unit	Payroll Ending 10/02/26	402.07
502247	10/01/2026	10/19/2026	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 11/2026	102,171.89
502248	09/25/2026	10/19/2026	AFLAC	Employee Paid Benefits 09/2026	1,681.82
502249	09/15/2026	10/19/2026	Transamerica Life Insurance Company	Employee Paid Benefits 09/2026	313.96
502250	09/18/2026	10/19/2026	Cooperative Personnel Services	Executive Recruitments - Operations and Maintenance Manager, District Engineer	21,000.00
ACH	10/23/2026	10/23/2026	Payroll Direct Deposits	Payroll Ending 10/16/26	149,960.18
ACH	10/23/2026	10/23/2026	Empower Retirement	Payroll Ending 10/16/26	19,128.97

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	10/23/2026	10/23/2026	Internal Revenue Service	Payroll Ending 10/16/26	66,572.37
ACH	10/23/2026	10/23/2026	State of California - EDD	Payroll Ending 10/16/26	16,085.21
ACH	10/23/2026	10/23/2026	WageWorks, Inc.	Payroll Ending 10/16/26	3,223.20
502251	10/21/2026	10/26/2026	ACWA Joint Power Ins Authority	Workers Compensation Insurance 07/2026 - 09/2026	21,672.63
502252	09/18/2026	10/26/2026	Calif-Nevada Section, AWWA	Cross-Connection Specialist Renewal	140.00
502253	09/10/2026	10/26/2026	CWEA - Monterey Bay Section	CWEA Membership Renewals	518.00
502254	10/15/2026	10/26/2026	SWRCB - DWOCP	Grade III Water Distribution Certification Renewal	112.00
502255	09/17/2026	10/26/2026	Principal Life	Employee Paid Benefits 10/2026	321.28
502256	09/11/2026	10/26/2026	Lincoln National Life Insurance Company	Life, Disability, AD&D Insurance 10/2026	4,164.02
502257	10/19/2026	10/26/2026	Employee Reimbursement	Boot Benefit - Water Resources	301.07
502258	09/23/2026	10/26/2026	WageWorks, Inc.	FSA Admin Fees 09/2026	248.00
502259	07/29/2026	10/26/2026	Federico Embroidery	Embroidery Service - (12) O&M Hats	180.00
502260	09/30/2026	10/26/2026	Cintas Corporation No. 630	Uniforms, Towels, Rugs 09/2026	1,587.13
502261	09/23/2026	10/26/2026	Employee Reimbursement	ACWA Leadership Essentials for the Water Industry Per Diem Meals	84.00
502262	10/19/2026	10/26/2026	Employee Reimbursement	Hotel, Airfare, Transportation, Meals	1,374.80
502263	10/23/2026	10/27/2026	CA State Disbursement Unit	Payroll Ending 10/16/26	402.07
ACH	10/28/2026	10/28/2026	CalPERS	Payroll Ending 10/02/26	40,262.57
				Total Disbursements for October 2026	**1,828,307.65**

Return to Agenda

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-B **Meeting Date:** November 16, 2026

Prepared By: Paula Riso **Approved By:** Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of October 19, 2026

Staff Recommendation: Approve the draft minutes of the October 19, 2026 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 October 19, 2026 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 ___X___No **Funding Source/Recap:** None

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

Material Included for Information/Consideration: Draft minutes of October 19, 2026.

Action Required: _____Resolution ___X___Motion _____Review

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
October 19, 2026

Draft Minutes

1. Call to Order:

President Morton called the meeting to order at 6:02 p.m. on October 19, 2026 at 920 2nd Avenue, Marina, California; and, via Zoom teleconference.

2. Roll Call:

Board Members Present:

President Morton, Vice President Shriner, Director Moore, Director Smith, and Director Imamura.

Board Members Absent:

None.

Staff Members Present:

Remleh Scherzinger, General Manager; Roger Masuda, District Counsel; Mary Lagasca, Director of Administrative Services; Garren Fisher, Controller; Patrick Breen, Water Resources Manager; Derrell Parker, Customer Service Administrator; Jack Gao, Senior Projects Manager; Teo Espero, Information Technology Administrator; and, Paula Riso, Executive Assistant/Clerk to the Board.

Members of the Public in Attendance:

Access Media Productions; Rene Magdaleno; Elijah Frendberg-Mates; Warren Foster; Joe Pineda; Gonzalo Ortiz; Kurt Gonzalez; Michael Miller; Richelle Noroyan; Charly Liscomb; Kimberly Momberger; Andy Sterbenz; Dominique Bertrand; Joelle Lobo; Derek Lieberman; Sheldon Chavon.

3. Pledge of Allegiance:

Rene Magdaleno led everyone present in the pledge of allegiance.

4. Oral Communications:

Richelle Noroyan, California Special Districts Association, Public Affairs Field Coordinator, made comments.

5. Presentations:

A. Adopt Resolution No. 2026-61 to Recognize Rene Magdaleno, Electrical/Mechanical Technician, for 20 Years of Service to the Marina Coast Water District:

Motion by: Director Moore Second by: Director Imamura ; to: 1) adopt Resolution No. 2026-61 to Recognize Rene Magdaleno, Electrical/Mechanical Technician, for 20 Years of Service to the Marina Coast Water District. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

President Morton recessed the meeting from 6:31 p.m. to 6:40 p.m.

B. FY 2026-2027 Billing Issue and Corrective Actions:

Ms. Lagasca introduced this item and gave a presentation on the recent billing issue and corrective actions taken. The presentation was received by the Board.

C. Receive a Presentation on Fort Ord Groundwater Cleanup Efforts:

Mr. Breen introduced this item and introduced Ms. Joelle Lobo, Base Realignment and Closure, and Mr. Derek Lieberman, Ahtna, Inc. Ms. Lobo and Mr. Lieberman gave a presentation on the Fort Ord Groundwater cleanup efforts. The Board asked clarifying questions. The presentation was received by the Board.

6. Consent Calendar:

Director Smith requested to pull Item 6-B. Director Imamura requested to pull Items 6-A, 6-C, and 6-G from the consent calendar.

Motion by: Director Moore Second by: Director Smith ; to: 1) approve the Consent Calendar consisting of items: D) Adopt Resolution No. 2026-62 to Amend the FY 2026-2027 Capital Improvement Program Budget for the Construction and Closeout of Imjin Lift Station Odor Control (OS-0348); E) Adopt Resolution No. 2026-63 to Amend the FY 2026-2027 Capital Improvement Program Budget and Amend Professional Services Agreement with Ghirardelli Associates, Inc. for Related Construction Management and Inspection Services (GW-2620); and, F) Adopt Resolution No. 2026-64 to Amend the FY 2026-2027 Capital Improvement Program Budget and Amend the Construction Contract with SoCal Pacific Construction Corp dba National Coating & Lining Company for the Construction of Reservoir 2 Exterior Coatings and Upgrades Project (GW-0330). Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

A. Receive and File the Check Register for the Month of September 2026:

Director Imamura asked to review the legal expenses at a future meeting.

Motion by: President Morton Second by: Director Moore ;
to: 1) receive and file the check register for the month of September 2026. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

B. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of September 21, 2026:

Corrections were made to the minutes.

Motion by: Director Smith Second by: Director Moore ;
to: 1) approve the draft minutes of the regular joint Board/GSA meeting of September 21, 2026, as amended. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

C. Receive a Status Report Update on Current Capital Improvement Projects:

Mr. Scherzinger, General Manager, gave a status report on current Capital Improvement Projects. The report was received by the Board.

G. Adopt Resolution No. 2026-65 to Amend the FY 2026-2027 Operations Asset Maintenance Budget for the Well No. 34 Rehab and Enhanced Disinfection Project:

Director Imamura asked clarifying questions.

Motion by: President Morton Second by: Director Moore ;
to: 1) adopt Resolution No. 2026-65 to amend the FY 2026-2027 Operations Asset Maintenance Budget for the Well No. 34 Rehab and Enhanced Disinfection Project. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

7. Action Item:

A. Accept the Annual Comprehensive Financial Report and the Independent Auditor's Report for the Fiscal Year ended June 30, 2026:

Agenda Item 7-A (continued):

Ms. Lagasca introduced this item and Mr. Sheldon Chavon, Chavon & Associates. Mr. Chavon provided a presentation of the Annual Comprehensive Financial Report and the Independent Auditors Report for the Fiscal Year ended June 30, 2026.

Motion by: Director Moore Second by: Director Smith ;
to: 1) accept the Annual Comprehensive Financial Report and the Independent Auditor's Report for the Fiscal Year ended June 30, 2026. Motion passed.

Ayes: Imamura, Moore, Smith, Shriner, Morton Noes: None
Absent: None Abstained: None

8. Informational Items:

A. General Manager's Report:

General Manager provided a report.

B. Committee and Board Liaison Reports:

1. Executive Committee:

Committee members provided a report.

2. Community Outreach Committee:

Committee members provided a report.

3. Resource and Groundwater Sustainability Committee:

Committee members provided a report.

4. M1W Board Member Liaison:

Committee member provided a report.

9. Board Member Requests for Future Agenda Items:

There were no items requested.

10. Director's Comments:

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

11. Adjournment:

President Morton adjourned the meeting at 9:56 p.m.

APPROVED:

_____
President Morton

ATTEST:

_____
Paula Riso, Deputy Secretary

Return to Agenda

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-C
Meeting Date: November 16, 2026
Prepared By: Mary Lagasca, CPA
Approved By: Remleh Scherzinger, PE

Agenda Title: Receive the Third Quarter Investment Report for Calendar Year 2026

Staff Recommendation: The Board receives the Marina Coast Water District Quarterly Investment Report for 2026.

Background: *Strategic Plan, Objective 3.2 – Finances are well managed to provide adequate revenue and avoid volatile rates.*

The California Government Code Section 53646 and the District's Investment Policy requires that a Quarterly Investment Report be submitted to the Board for review. This investment report allows the Board and the public to verify that the District's funds are invested in a safe and prudent manner, and that such investments comply with the District's Investment Policy and State Law.

Discussion/Analysis: The District's combined portfolio as of September 30, 2026, has a book value of $55,489,257 with total interest earnings of $1,514,786. The portfolio is diversified across several investment types, as outlined below:

- **Checking, Savings, and Money Market Accounts – 59%**
  - Includes both non-interest-bearing checking account (for operating activities) and interest-bearing savings and money market accounts (ranging from **3.93% to 4.02%**).
  - A portion of this reflects proceeds from Certificates of Deposit (CDs) that matured early last year and were reallocated to Five Star Bank savings account to take advantage of higher interest rates.
- **Local Agency Investment Fund (LAIF) – 29%**
  - Earning interest rate: **3.97%**
  - Provides liquidity and stable returns through the State of California pooled investment program.
- **California Cooperative Liquid Assets Securities System (CA CLASS) – 12%**
  - A Joint Powers Authority (JPA) investment pool sponsored by the California Special Districts Association (CSDA) and the League of California Cities.
  - Current interest rate: **3.82%**

Overall, the District's investments continue to perform well, as reflected in the historical investment summary provided. In the calendar year 2025, the District saw an increase of $5.1 million in total investments and an 8% increase in interest earnings from prior year. Nine months into the calendar year 2026, the principal balance has increased by $3.6 million, demonstrating the ongoing success and effective management of the portfolio.

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: Historical Investment Summary for the Third Quarter Calendar Year 2026

Action Required: _____Resolution _____Motion ___X___Review

Board Action

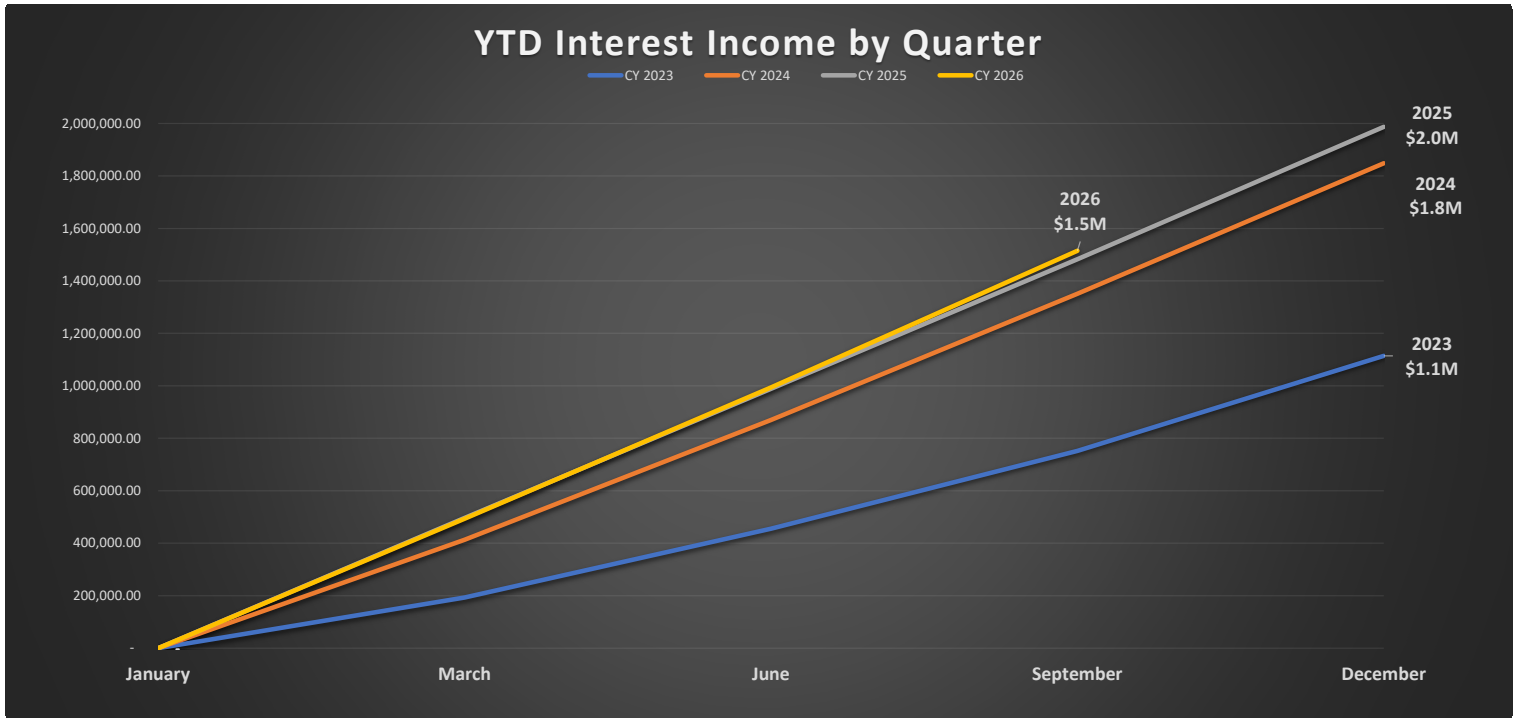
Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

Historical Investment Summary as of September 30, 2026

Depository	BALANCE AS OF 12/31/24	YTD INTEREST 12/31/24	RATE	BALANCE AS OF 12/31/25	YTD INTEREST 12/31/25	RATE	BALANCE AS OF 09/30/26	YTD INTEREST 09/30/26	MATURITY DATE	RATE
Mechanics Bank										
General Checking	2,143,583	-		358,395	-		33,118	-		
Savings/MMK	17,162,219	605,648	4.67%	17,972,144	934,009	3.74%	24,077,149	576,010		4.02%
Savings - Bldg. Removal Fund	1,068,608	49,548	4.67%	667,234	70,669	3.74%	667,622	18,982		4.02%
Certificate of Deposit	5,124,658	256,755	5.25%	-	129,290	4.25%	-	-		
Certificate of Deposit	3,074,795	154,512	5.25%	-	80,670	4.25%	-	-		
Certificate of Deposit	2,101,531	100,565	4.25%	-	36,215	4.25%	-	-		
Five Star Bank										
Savings/MMK	-	-		8,012,578	12,578	4.18%	8,247,801	235,224		3.93%
State of California										
Local Agency Investment Fund (LAIF)	7,258,828	356,995	4.71%	15,587,501	336,450	4.20%	15,988,027	467,940		3.97%
California CLASS	8,871,669	324,308	4.64%	9,258,910	387,242	3.88%	6,475,540	216,630		3.82%
Total Investment	**46,805,891**	**1,848,331**	**4.78%**	**$ 51,856,762**	**$ 1,987,123**	**4.06%**	**55,489,257**	**1,514,786**		**3.95%**
YTD Change in Ending Balance				**$ 5,050,871**	**8%**		**$ 3,632,495**			



Interest Income	CY 2023	CY 2024	CY 2025	CY 2026
Q1	$ 193,290	$ 412,848	$ 496,075	$ 493,357
Q2	$ 262,412	$ 457,269	$ 492,423	$ 500,313
Q3	$ 295,927	$ 480,513	$ 494,135	$ 521,116
Q4	$ 362,599	$ 497,701	$ 504,490	
Total Interest	**$ 1,114,228**	**$ 1,848,331**	**$ 1,987,123**	**$ 1,514,786**

Return to Agenda

Marina Coast Water District

Agenda Transmittal

Agenda Item: 9-D **Meeting Date:** November 16, 2026

Prepared By: Katie Lampkin **Approved By:** Remleh Scherzinger, PE
Reviewed By: Patrick Breen

Agenda Title: Receive the 3rd Quarter 2026 Marina Coast Water District Water Consumption and Wastewater Flow Report

The Board of Directors reviews a report on Water Consumption and Wastewater Flows on a quarterly basis. The Water Resource Department has been preparing the report since 2006.

Water Consumption Report Summary: The Q3 2026 Water Consumption Report (includes Q1-Q3) details water consumption by Marina Coast Water District (District) customers. The reports submitted since 2015 have included groundwater consumption information and an analysis of variances between current-year projected and prior-year consumption.

Analysis: At the end of Q3 2026, the total groundwater consumption was 2,544.51Acre Feet (AF). The Marina Area consumed 1,034.80 AF, and the Ord Area consumed 1,509.71 AF. The recycled water delivered to the Blackhorse/Bayonet Golf Courses and various landscapes in the Ord Area totaled 433.69 AF. The combined total was 2,978.20 AF.

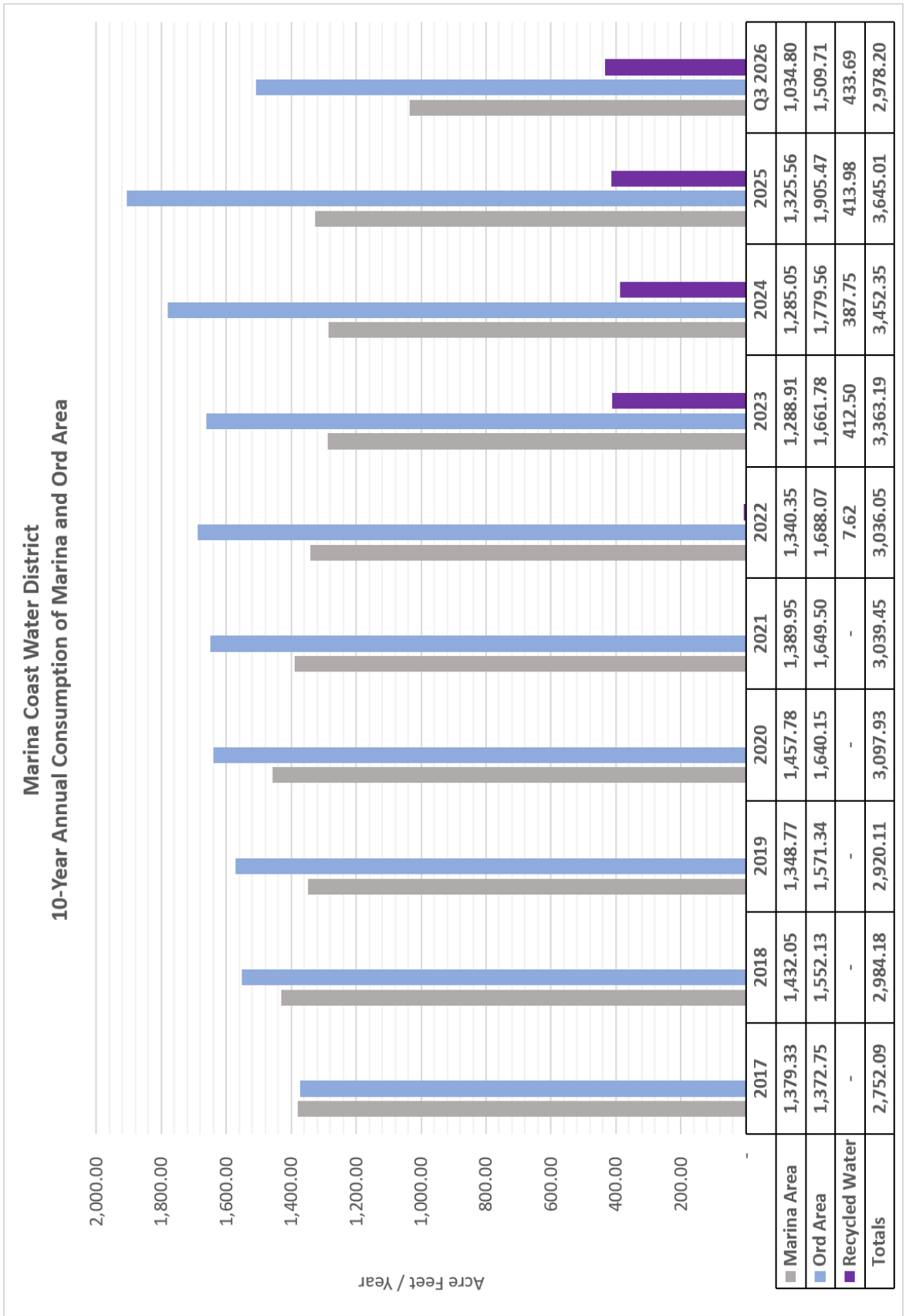
This growth reflects new development in the Ord Area, where consumption has increased approximately 4% year over year, while consumption in the Marina area has remained comparatively steady over the same period.

Attached:

Figure 1: Marina and Ord Area 10-Year Annual Consumption

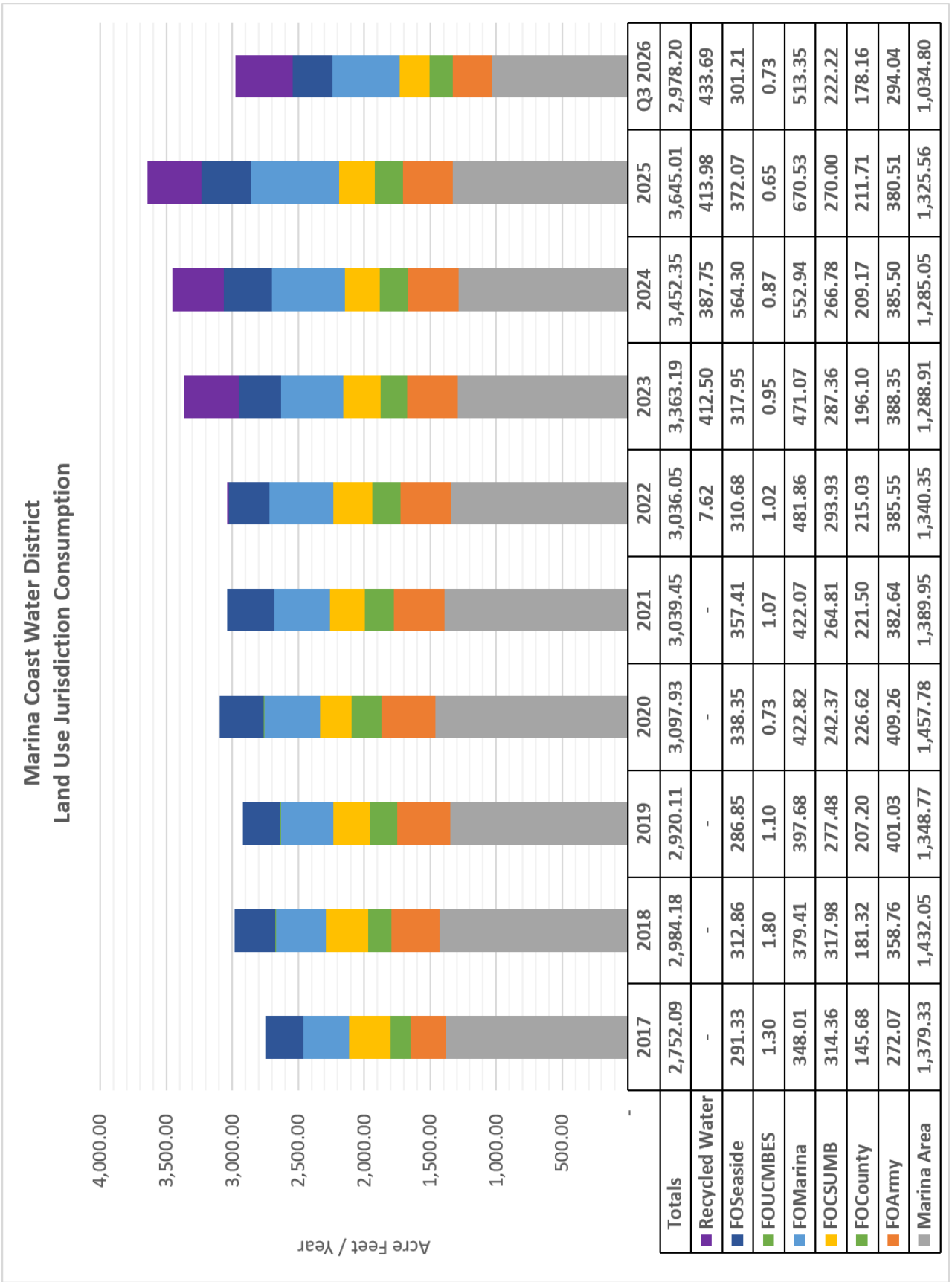
Figure 2: Land Use Jurisdiction Consumption

Table 1: 10-Year Consumption Breakdown as of September 30, 2026



	2017	2018	2019	2020	2021	2022	2023	2024	2025	Q3 2026
Marina Area	1,379.33	1,432.05	1,348.77	1,457.78	1,389.95	1,340.35	1,288.91	1,285.05	1,325.56	1,034.80
Ord Area	1,372.75	1,552.13	1,571.34	1,640.15	1,649.50	1,688.07	1,661.78	1,779.56	1,905.47	1,509.71
Recycled Water	-	-	-	-	-	7.62	412.50	387.75	413.98	433.69
Totals	2,752.09	2,984.18	2,920.11	3,097.93	3,039.45	3,036.05	3,363.19	3,452.35	3,645.01	2,978.20

Figure 1: Marina and Ord Area 10-Year Annual Consumption



	2017	2018	2019	2020	2021	2022	2023	2024	2025	Q3 2026
Totals	2,752.09	2,984.18	2,920.11	3,097.93	3,039.45	3,036.05	3,363.19	3,452.35	3,645.01	2,978.20
Recycled Water	-	-	-	-	-	7.62	412.50	387.75	413.98	433.69
FOSeaside	291.33	312.86	286.85	338.35	357.41	310.68	317.95	364.30	372.07	301.21
FOUCMBES	1.30	1.80	1.10	0.73	1.07	1.02	0.95	0.87	0.65	0.73
FOMarina	348.01	379.41	397.68	422.82	422.07	481.86	471.07	552.94	670.53	513.35
FOCSUMB	314.36	317.98	277.48	242.37	264.81	293.93	287.36	266.78	270.00	222.22
FOCounty	145.68	181.32	207.20	226.62	221.50	215.03	196.10	209.17	211.71	178.16
FOArmy	272.07	358.76	401.03	409.26	382.64	385.55	388.35	385.50	380.51	294.04
Marina Area	1,379.33	1,432.05	1,348.77	1,457.78	1,389.95	1,340.35	1,288.91	1,285.05	1,325.56	1,034.80

Figure 2: Land Use Jurisdiction Consumption

Table 1: 10-Year Consumption Breakdown as of September 30, 2026

Marina Coast Water District

10-Year Annual Consumption as of September 30, 2026

AREA	2017	2018	2019	2020	2021	2022	2023	2024	2025	Q3 2026
Marina Area	1,379.33	1,432.05	1,348.77	1,457.78	1,389.95	1,340.35	1,288.91	1,285.05	1,325.56	1,034.80
Ord Area	1,372.75	1,552.13	1,571.34	1,640.15	1,649.50	1,688.07	1,661.78	1,779.56	1,905.47	1,509.71
Recycled Water	-	-	-	-	-	7.62	412.50	387.75	413.98	433.69
Totals	**2,752.09**	**2,984.18**	**2,920.11**	**3,097.93**	**3,039.45**	**3,036.05**	**3,363.19**	**3,452.35**	**3,645.01**	**2,978.20**

SUBDIVISION	2017	2018	2019	2020	2021	2022	2023	2024	2025	Q3 2026
Marina Area	1,379.33	1,432.05	1,348.77	1,457.78	1,389.95	1,340.35	1,288.91	1,285.05	1,325.56	1,034.80
FOArmy	272.07	358.76	401.03	409.26	382.64	385.55	388.35	385.50	380.51	294.04
FOCounty	145.68	181.32	207.20	226.62	221.50	215.03	196.10	209.17	211.71	178.16
FOCSUMB	314.36	317.98	277.48	242.37	264.81	293.93	287.36	266.78	270.00	222.22
FOMarina	348.01	379.41	397.68	422.82	422.07	481.86	471.07	552.94	670.53	513.35
FOUCMBES	1.30	1.80	1.10	0.73	1.07	1.02	0.95	0.87	0.65	0.73
FOSeaside	291.33	312.86	286.85	338.35	357.41	310.68	317.95	364.30	372.07	301.21
Recycled Water	-	-	-	-	-	7.62	412.50	387.75	413.98	433.69
Totals	**2,752.09**	**2,984.18**	**2,920.11**	**3,097.93**	**3,039.45**	**3,036.05**	**3,363.19**	**3,452.35**	**3,645.01**	**2,978.20**

Wastewater Flow Report Summary: The Q3 2026 Wastewater Flow Report (Q1-Q3) details sewer flows from the District to the Monterey One Water (M1W) interceptor. The data reflects flows for the Ord and Marina Communities, measured at the Ord Flume and Marina Pump Station.

- Ord Flume: Total flow of 864.29 AF with an average daily flow of 3.17 Acre Feet per Day (AFD) for Q1-Q3.
- Marina Pump Station: Total flow of 928.18 AF with an average daily flow of 3.40 AFD for Q1-Q3.
- Total sewer flows delivered year-to-date in 2026 amount to 1,792.47 AF.

Data for both sites is provided monthly by M1W. The Ord Flume is currently experiencing issues and reporting incorrect values, this report uses a calculated average for the month of September.

Analysis: The average monthly wastewater flow for the Ord Flume was 96.03 AF and the average monthly wastewater flow for the Marina Pump Station was 103.13 AF. Both the Ord Flume and Marina Pump Station reached a peak in March, with 105.49 AF for the Ord Flume and 109.47 AF for the Marina Pump Station. Overall, the Marina Pump Station recorded a larger flow compared to the Ord Flume, consistent with the previous five years, as seen in Table 2. This table provides a five-year analysis of wastewater flows, focusing on the past five years to evaluate the District's year-over-year (YOY) growth or decline in wastewater flows.

Wastewater volumes at both the Ord Flume and Marina Pump Station have shown a generally upward trend for Q1-Q3 over the past five years. This trend if consistent with the new development throughout the District, noted above in the Water Consumption Report.

Table 2: 5-Year Wastewater Analysis Q1-Q3

Ord Flume 5 Year Analysis (Q1-Q3)

Year	Q1 (AF)	Q2 (AF)	Q3 (AF)	Q4 (AF)	Total	YOY Change (%)
2022	251.16	244.57	246.69	*	742.42	4.67%
2023	261.06	253.97	256.05	*	771.08	3.86%
2024	270.68	268.48	271.96	*	811.12	5.19%
2025	278.80	267.56	263.46	*	809.82	-0.16%
2026	291.52	300.71	272.06	*	864.29	6.73%

Marina Pump Station 5 Year Analysis (Q1-Q3)

Year	Q1 (AF)	Q2 (AF)	Q3 (AF)	Q4 (AF)	Total	YOY Change (%)
2022	286.64	290.82	286.60	*	864.06	1.56%
2023	296.52	304.63	295.17	*	896.32	3.73%
2024	320.10	315.51	301.00	*	936.61	4.50%
2025	306.04	318.26	303.43	*	927.73	-0.95%
2026	311.40	310.63	306.15	*	928.18	0.05%

Attached:

Figure 3: Total Wastewater Flow by Year

Figure 4: Q1 – Q3 Ord Flume Flow by Year

Figure 5: Q1 – Q3 Marina Pump Station Flow by Year

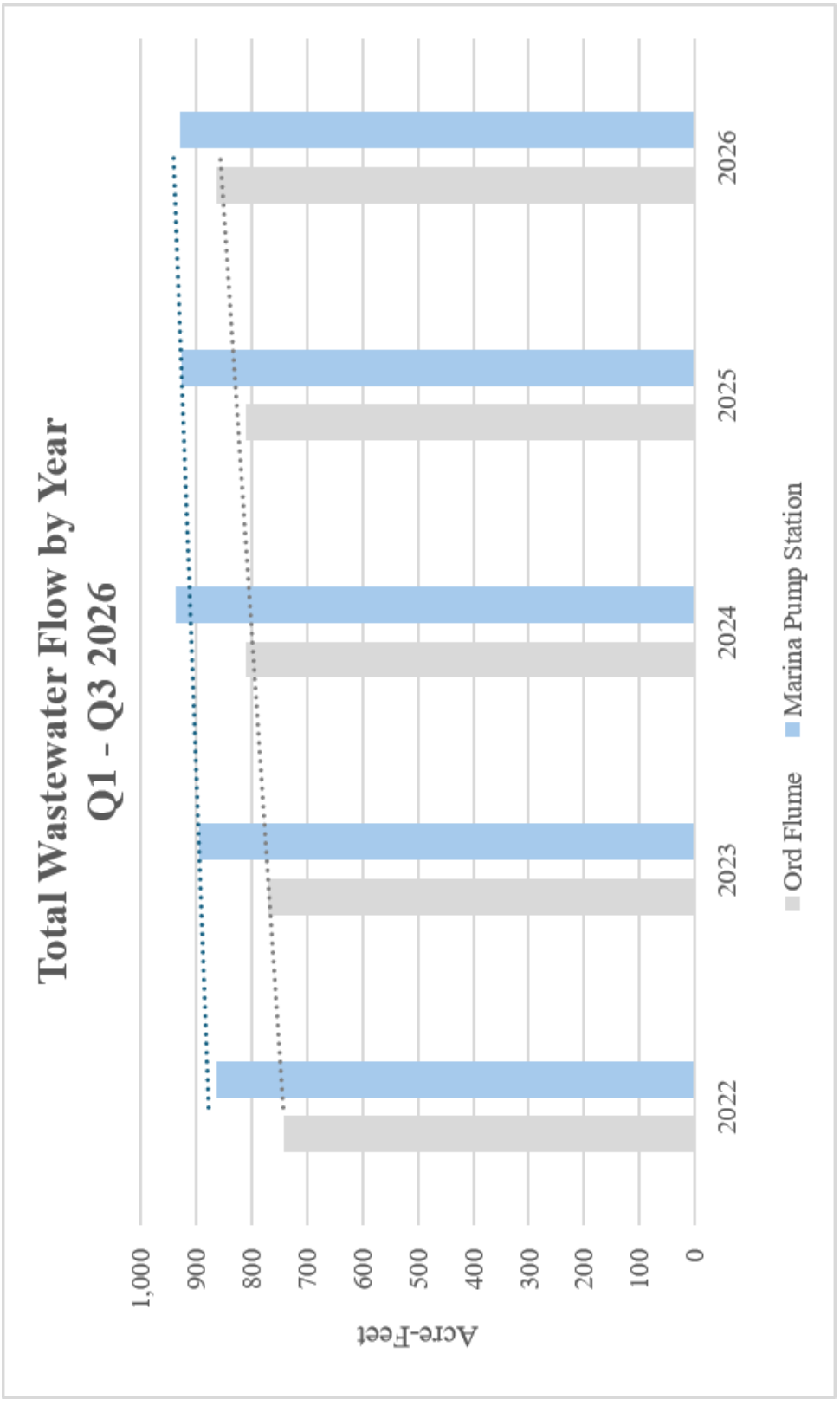


Figure 3: Total Monthly Wastewater Flow by Area



Figure 4: Q1 – Q3 Ord Flume Flow by Year

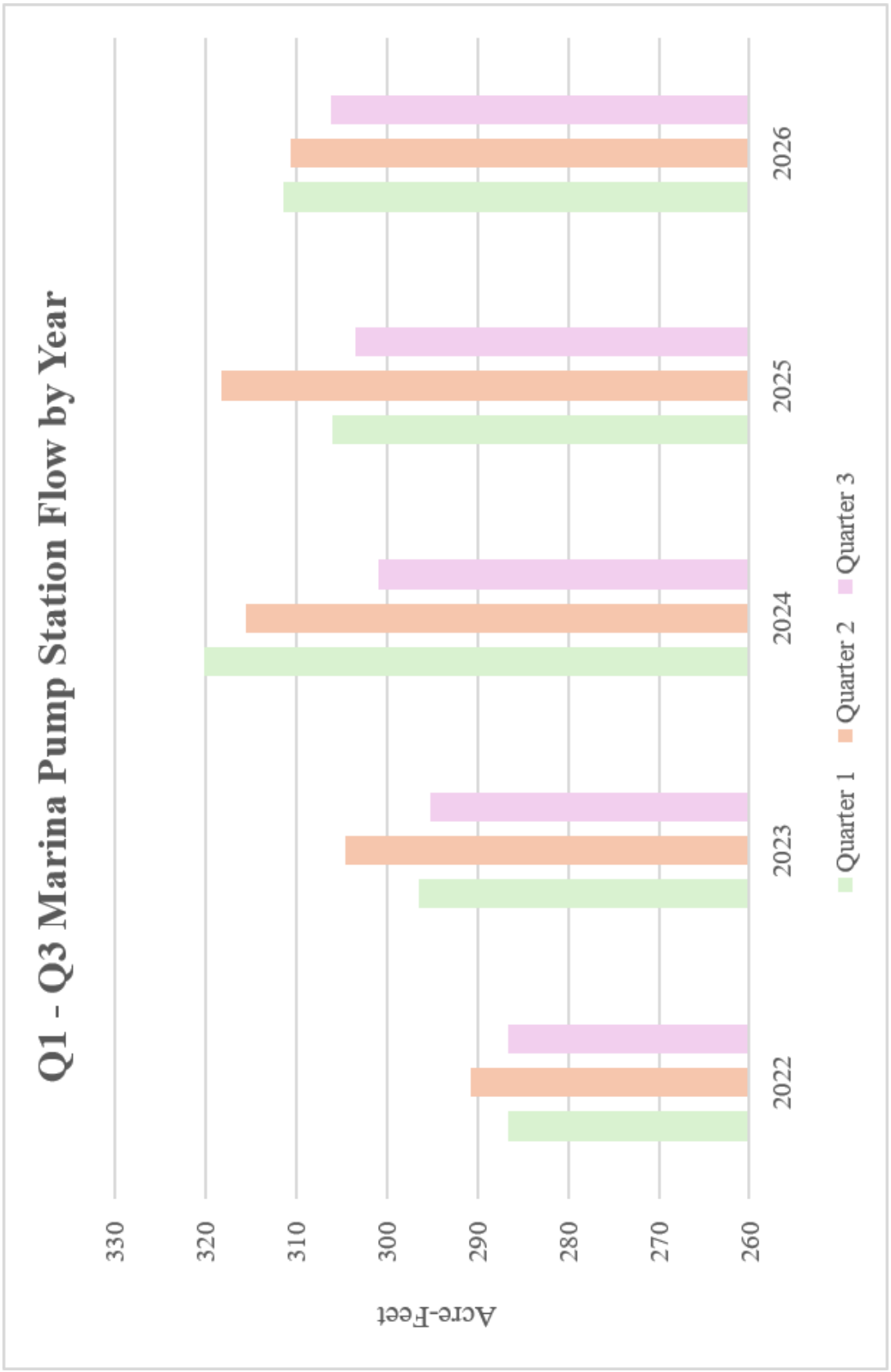


Figure 5: Q1 – Q3 Marina Pump Station Flow by Year

Return to Agenda

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-E **Meeting Date:** November 16, 2026

Prepared By: Mayra Magdaleno **Approved By:** Remleh Scherzinger, PE
Reviewed By: Jack Gao, EIT, PMP

Agenda Title: Adopt Resolution No. 2026-69 to Amend the Fiscal Year 2026-2027 Capital Improvement Program Budget and Amend Professional Services Agreement with Ghirardelli Associates, Inc. for Related Construction Management and Inspection Services

Staff Recommendation: Adopt Resolution No. 2026-69 to Amend the FY 2026-2027 Capital Improvement Program (CIP) Budget and Amend Professional Services Agreement with Ghirardelli Associates, Inc. for Related Construction Management and Inspection Services.

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 Board of Directors of the Marina Coast Water District (MCWD) adopted Resolution No. 2025-59, awarding a Construction Contract to Golden State Construction & Utility, Inc. in the amount of $1,474,000 for the construction of Gigling Road Water Pipeline Replacement Project. In connection with this project MCWD also approved a construction management agreement with Ghirardelli Associates, Inc. The existing water pipeline has been determined to be in poor condition. This project is situated at General Jim Moore Boulevard to the District's D-Zone Pump Station located about 220 feet east of Arnhem Road. The scope of the project involves the construction of approximately 2,600 linear feet (LF) of potable water lines and appurtenances, including trenching, excavation, removal of existing facilities and replacement in kind.

Discussion/Analysis: The Gigling Road Water Pipeline Replacement Project (OW-0201) construction phase was intended to begin as soon as the Construction Management and Inspection consultant was on board and the issuance of the Notice to Proceed (NTP) to the contractor was issued. However, an unanticipated environmental assessment was required as part of the encroachment permit process with the U.S. Army. As the project was carried forward the District's Operations & Maintenance (O&M) staff and the Engineering staff worked proactively in preparation of the shutdown plan development, in which several valves were found to be inoperable, preventing a successful shutdown of the water system to perform the tie-ins.

The project was temporarily paused as potential solutions were carefully evaluated. After several considerations, it was determined that modifying the original scope of work was the best solution. Tie-ins were substituted to install a blow-off at several tie-in locations instead. The scope of work at the D-Booster Station was modified to facilitate tie-ins within that area given the inoperable valves. Additionally, the environmental impact has been reduced substantially with these modifications. This approach facilitates the overall scope of work constructability without compromising reliability within the water system.

The modification of scope will require additional construction management and inspection services from Ghirardelli Associates, Inc. The contract amendment increased the total for Ghirardelli Associates, Inc. by $150,900 for a total contract of $249,440. The contractor, Golden State Construction & Utility, Inc., has been involved throughout this process and is still willing to perform the modified scope of work at the original bid price.

Due to unforeseen project schedule delays, the original project scope of work approved by the Board of Directors on November 17, 2025 was not able to advance as planned. To move forward and issue the NTP for the Gigling Road Water Pipeline Replacement Project, staff recommends authorizing an amendment to the construction management and inspection contract with Ghirardelli Associates, Inc. The request also includes rolling over $1,100,000 from the unspent FY 2025-2026 project budget into the FY 2026-2027 budget for a total FY 2026-2027 project budget of $1,803,200.

Environmental Review Compliance: Notice of Exemption (NOE).

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

Climate Adaptation: The District's goal is to provide projects that address climate change and improve the District's footprint on the environment. A positive environmental impact is achieved by replacing outdated and leaking water pipelines. These new pipelines minimize water waste and help conserve valuable water resources.

Financial Impact: __X__ Yes ____ No **Funding Source/Recap:** The FY 2026-2027 CIP budget amendments are:

CIP Budget Amendment	Budget	Change	Balance
From: 2024 Bond	$4,362,488 - OW	($1,100,000)	$3,262,488
To: FY 26/27 OW-0201 Gigling Road Water Pipeline Replacement	$703,200 - OW	$1,100,000	$1,803,200

Material Included for Information/Consideration: Resolution No. 2026-69; map of Gigling Pipeline Project Alignment.

Action Required: _____ X Resolution _____ Motion _____ Review

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

November 16, 2026

Resolution No. 2026-69
Resolution of the Board of Directors
Marina Coast Water District
Amending the FY 2026-2027 Capital Improvement Program Budget and Amend Professional Services Agreement with Ghirardelli Associates, Inc. for Related Construction Management and Inspection Services

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 November 16, 2026 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 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 allocate 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, 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, 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. 2026-32 adopting the District Budget for FY 2026-2027; and,

WHEREAS, the Directors of the District approved the Gigling Road Pipeline Project on November 15, 2025, as Resolution No. 2025-59; and,

WHEREAS, the project involves the construction of approximately 2,600 linear feet (LF) of potable water lines and appurtenances, including trenching, excavation, removal of existing facilities and replacement in kind; and,

WHEREAS, due to unforeseen project schedule delays, the original project scope of work approved by the Board of Directors on November 17, 2025 was not able to advance as planned; and,

WHEREAS, the modified scope of work approach facilitates the overall work constructability without compromising reliability within the water system; and,

WHEREAS, the modification of scope will require additional construction management and inspection services from Ghirardelli Associates, Inc.; and,

WHEREAS, the adopted project budget for the FY 2026-2027 is insufficient to cover existing and additional costs incurred; and,

WHEREAS, this amendment requests rolling over $1,100,000 from the unspent FY 2025-2026 project budget into the current project FY 2026-2027 budget; and,

WHEREAS, the Engineering staff and Finance staff identified appropriate and available funding sources; and,

WHEREAS, staff recommends amending the FY 2026-2027 project budget to total $1,803,200 to fully fund the project.

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

1. adopt Resolution No. 2026-69 to Amend the FY 2026-2027 Capital Improvement Program Budget as follows:

CIP Budget Amendment	Budget	Change	Balance
From: 2024 Bond	$4,362,488 - OW	($1,100,000)	$3,262,488
To: FY 2026-2027 OW-0201 Gigling Road Water Pipeline Replacement	$703,200 - OW	$1,100,000	$1,803,200

2. amend Ghirardelli Associates, Inc. Construction Management and Inspection Contract in the amount of $150,900 for additional services performed for the Gigling Road Water Pipeline (OW-0201) for a total contract amount of $249,440; and,

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

4. authorize the General Manager to approve all Project contracts related to construction engineering services, environmental studies and monitoring, construction management and inspection services, and additional change orders, provided that in no event shall any change order cause the Project to exceed the Board-approved total Project budget.

PASSED AND ADOPTED on November 16, 2026, 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

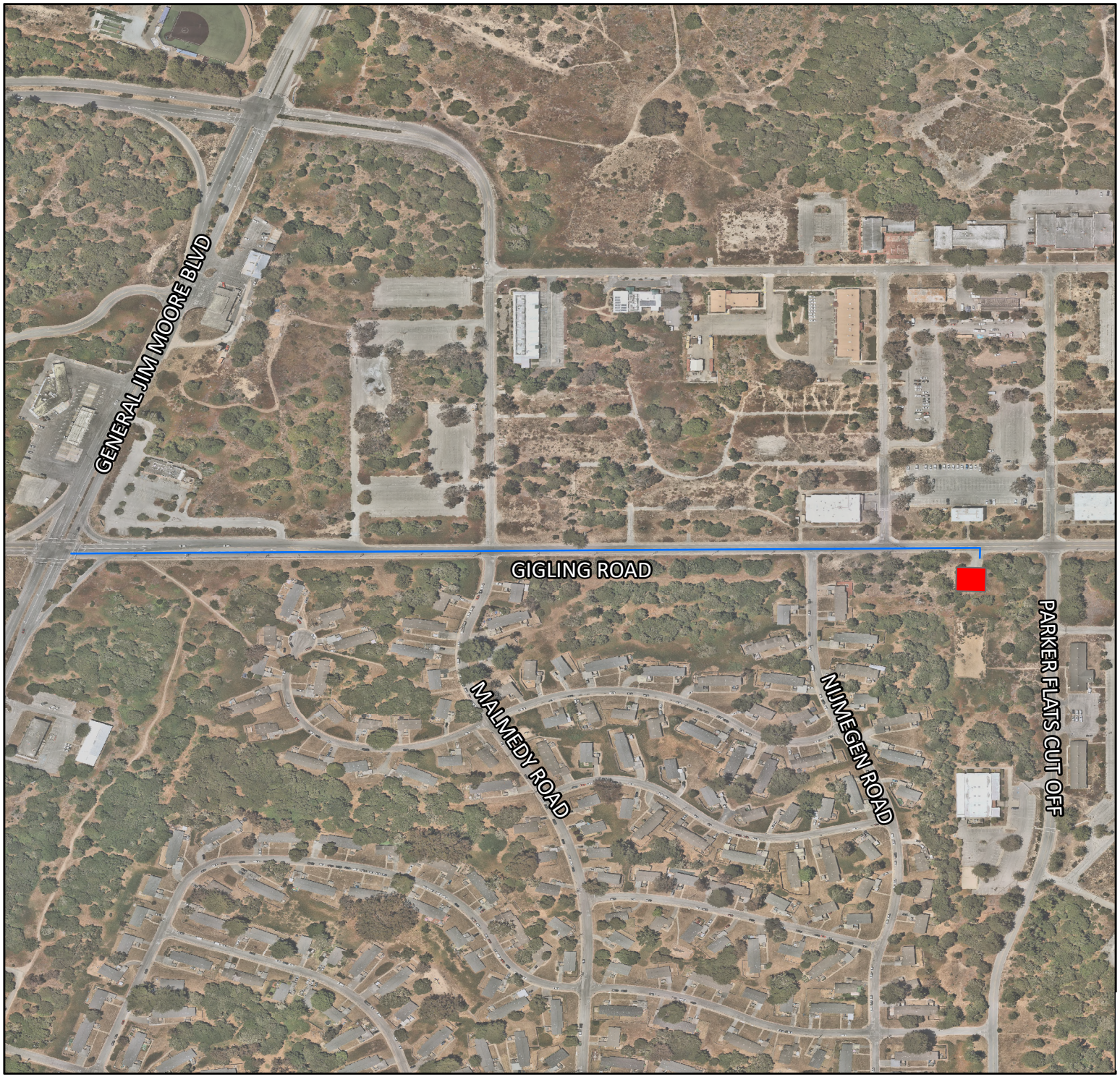
ATTEST:

_____
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. 2026-69 adopted November 16, 2026.

_____
Remleh Scherzinger, Secretary



GIGLING PIPELINE PROJECT ALIGNMENT

Legend

- Pipeline Alignment
- D Booster Station

0 212.5 425 850 Feet

MARINA COAST WATER DISTRICT
AND GROUNDWATER SUSTAINABILITY AGENCY

Return to Agenda

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-F **Meeting Date:** November 16, 2026

Prepared By: Andrew Racz, PE **Approved By:** Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2026-70 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Monterey Peninsula Management Group for the 3000 & 3002 Abdy Way Development Project

Staff Recommendation: Adopt Resolution No. 2026-70 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Monterey Peninsula Management Group for the 3000 & 3002 Abdy Way Development Project

Background: *Strategic Plan, Goal 4, Infrastructure: Reliable, Cost-Effective, and Sustainable Facilities and Properties, Objective 4.1: A comprehensive plan guides long-term, cost-effective renewal, replacement, usage, and development of District facilities and properties.*

The Board of Directors is requested to approve a Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement) between MCWD and the Monterey Peninsula Management Group for the 3000 & 3002 Abdy Way Development Project in Marina, CA. The attached draft Infrastructure Agreement is based upon the most recent board-approved format used for other development groups within the MCWD service area.

Monterey Peninsula Management Group (Developer), a California Corporation, is preparing to construct a 4-home small subdivision on approximately 0.5 acres of land located along Abdy Way within the Central Marina service area. The Development site is situated immediately southwest of the Developer's previous 9-home Via Del Mar project, completed in 2024. The Developer is requesting MCWD enter into this Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement, or IA) because the water and sewer infrastructure needing to be installed to serve the units will most appropriately be owned, operated, and maintained by MCWD. The City of Marina serves as the land-use jurisdiction over this development project.

Discussion/Analysis: The proposed Development consists of four homes, each with an attached ADU, fronting a common driveway that extends east from Abdy Way into the existing parcels. All new utilities, including water and sewer, will be located in a new Public Utility Easement (PUE) within this shared driveway. In addition, existing water and sewer service to the American Legion property will be realigned to abut the PUE. The specific infrastructure proposed for transfer includes approximately 200 linear feet of PVC potable water pipeline, approximately 200 linear feet of PVC gravity sewer pipeline, and any associated sewer manholes, water valves, and other appurtenances.

Total project water demand is estimated to be 2.75 AFY of potable water to serve 4 single-family homes, 4 ADUs, and approximately 0.3 acres of common area landscape. Water will be allocated

directly by MCWD from the District's 3,020-AFY groundwater contracted water rights, based on the 1996 Annexation Agreement and Groundwater Mitigation Framework for Marina Lands to which MCWD, the City of Marina, and Monterey County Water Resources Agency (among several other landowners) are party.

The Developer has deposited monetary resources with MCWD to conduct the preliminary work (through plan review) of their proposed development; their development account is in good-standing

Environmental Review Compliance: This Infrastructure Agreement is not a "project" under the California Environmental Quality Act (CEQA); this action is categorically exempt.

Legal Counsel Review: Legal Counsel reviewed the Board Transmittal, Resolution, and Infrastructure Agreement documents.

Climate Adaptation: New-construction homes are typically water- and energy-efficient. Infill development within the existing core of Central Marina provides much-needed housing, while reducing commute distances and preserving open space.

Financial Impact: _____ Yes __X__ No **Funding Source/Recap:** None

Material Included for Information/Consideration: Resolution No. 2026-70; draft Infrastructure Agreement, including Exhibits A through D.

Action Required: __X__Resolution ____Motion ____Review

Board Action

_____Resolution No____ Motion By_____ Seconded By_____

Ayes_____ Abstained_____

Noes_____ Absent_____

Reagendized_____ Date_____ No Action Taken_____

November 16, 2026

Resolution No. 2026-70
Resolution of the Board of Directors
Marina Coast Water District
Approving a Water, Sewer, and Recycled Water Infrastructure Agreement
between Marina Coast Water District and Monterey Peninsula Management Group
for the 3000 & 3002 Abdy Way Development Project

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on November 16, 2026 at the business office of the District, 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, of the California Water Code, established in 1960: 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 allocate 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 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. 2026-32 adopting the District Budget for FY 2026-2027; and,

WHEREAS, Monterey Peninsula Management Group, ("Developer") has coordinated with the District on their 3000 & 3002 Abdy Way Development, consisting of new home construction and related infrastructure, within the City of Marina; and,

WHEREAS, the District and the Developer are working cooperatively regarding proposed water, recycled water and sewer system improvements; and,

WHEREAS, the District and the Developer have agreed upon the proposed Water, Sewer and Recycled Water Infrastructure Agreement and desire to enter into same.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager and/or the Deputy General Manager/District Engineer to execute the Water, Sewer and Recycled Water Infrastructure Agreement between MCWD and Monterey Peninsula Management Group, for their 3000 & 3002 Abdy Way

Development and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on November 16, 2026 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. 2026-70 adopted November 16, 2026.

_____
Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

3000 & 3002 Abdy Way

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

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WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this 16th Day of November, 2027 ("Effective Date"), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and Monterey Peninsula Management Group, a California corporation, with its principal offices at 192 Healy Avenue, Marina, CA, hereinafter called the "Developer" (collectively, the "parties") The name of the Developer's development that is the subject of this Agreement is 3000 & 3002 Abdy Way.

1. Definitions; Allocations; District's Role; Term of this Agreement.

1.1 Definitions, whenever used in this Agreement, the following terms shall have the following respective meanings:

a. "Agreement" means this Water, Sewer and Recycled Water Infrastructure Agreement as it may be amended from time to time in accordance with the terms and conditions hereof.

b. "City" means the City of Marina and/or the appropriate Agency of Land Use Jurisdiction.

c. "Contractor" means any contractor with which the Developer has a direct contractual relationship to perform any work under this Agreement.

d. "Development" means that certain property located at 3000 & 3002 Abdy Way, Marina, CA 93933, and legally described in Exhibit "B" and shown on the map at Exhibit "C."

e. "Facilities" shall mean those certain infrastructure improvements and system provided for in this Agreement and as approved by District as part of its review of the Development plans, Facilities shall include, but not be limited to, pipes, pumps, electrical and instrumentation and controls.

f. "Procedures" means the District's *Procedure Guidelines and Design Requirements*.

g. 'Standards" means the District's *Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities*.

h. "Water Allocation" means the total water allocated by the City/Land Use Jurisdiction for the Development as documented in Exhibit "A" and described in Exhibits "B" and "C".

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that as a condition precedent for the performance of the District's obligations hereunder, Developer must provide proof, to the satisfaction of the District, that an allocation of potable water capacity exists. As the Development is located in MCWD's Central Marina service area, water shall be allocated directly by MCWD from the District's 3,020-AFY groundwater contracted water rights,

based on the 1996 Annexation Agreement and Groundwater Mitigation Framework for Marina Lands to which MCWD, the City of Marina, and Monterey County Water Resources Agency (among several other landowners) are party. No separate allocation action by the Land Use Jurisdiction is required. The Assigned Water Use Rates published as Appendix C in the MCWD Water Code Ordinance shall be the basis for calculating the Development's water demand. Based on the Developer's current estimation of land uses and the application of Appendix C (included within Exhibit A), this specific phase of Development is allocated 2.75-AFY of potable water.

1.3 Sewer Capacity. The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey One Water (M1W) Regional Interceptor System which discharges to the M1W Wastewater Treatment Plant (WWTP). If additional Capacity is required for the Development, the Developer shall purchase the capacity from the M1W at the Developer's sole expense and shall provide proof of payment for that capacity right to the District at the time the sewer infrastructure is conveyed. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity by District.

1.4 District's Role. The District's role in the Development is to approve the plans for Facilities, inspect the construction of the Facilities, accept the transfer of the title to the Facilities, to maintain and operate the systems, and to bill customers for water, sewer and recycled water service at rates set for the District's Service Area from time to time.

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all Facilities required by this Agreement and the expiration of the required warranty period, whichever occurs first, unless terminated sooner as provided in section 19 of this Agreement.

2. Design and Construction Requirements

2.1 The facilities shall be designed, constructed and be operable in strict accordance with the District's requirements, which shall be a condition of the District's acceptance of the system Facilities under this Agreement. The District's requirements include, but are not limited to the following:

2.1.1 Developer shall design and construct the Facilities in strict accordance with the District's most recent Procedures and Standards in effect at the time of construction, (contained in updated Procedures) and any other applicable Federal, State, or local Regulatory Agency requirements, whichever are most stringent. Any conflict in Development requirements shall be addressed during the plan review process or at such other times as any such conflict is discovered. A licensed civil engineer registered in the State of California shall prepare and stamp all plans and specifications for the Developer.

2.1.2 The Developer shall comply with the District's most recent Procedures and the District's most recent Standards in effect at the time of construction when submitting project plans and specifications to the District for review and consideration for approval. District's review shall commence after the District determines compliance with District's Procedures regarding the submittals and any other applicable State Regulatory Agency requirements, whichever are most stringent. District review of the Development's plans and specifications shall commence after receipt of the initial deposit (see Paragraph 2.1.7).

2.1.3 The Developer shall comply with most recent District Code in effect at the time of construction including, but not limited to, section 4.28 *Recycled Water*. The District will identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout to the point of delivery. The Developer, or its successors or assignees (such as an owner's association), will assist MCWD to obtain all required permits for the on-site use of recycled water. This shall include but is not limited to, complying with the California Department of Health Services, the State of California Regional Water Quality Control Board, the State Water Board, Division of Drinking Water, and other regulatory agency requirements prior to constructing any recycled water Facilities.

2.1.4 The District shall have the right to inspect the construction of the Facilities and ensure that construction and installation conforms to the Development plans and specifications. District's right to inspect extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District shall also have the right to confirm that Developer is using special fixtures including zero water use urinals, hot water recirculation systems, etc., in compliance with the District's most recent rules and ordinances. The District's right to confirm compliance under this section does not in any way eliminate or supersede any inspection obligations by the City or County, including but not limited to the issuance of final occupancy permits. District will endeavor to inform the responsible City or County agency of these MCWD requirements so that the responsible agency can incorporate these items into their inspection punch list.

2.1.5 All Facilities subject to District's right of inspection shall be tested to meet District requirements. No Facilities or portion thereof will be accepted without meeting all District test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-tract water, recycled water and sewer infrastructure Facilities or special fixtures, as described above.

2.1.6 The Developer, on a phased basis, agrees to pay all fees and charges, including additional plan check fees and construction inspection fees as required by the District for the Development. These fees will be determined by the District at the time the fees are due and payable. The District may also require a prepaid fee to cover staff time before preliminary level or concept level plan check begins. (See *Procedures* section 100.6.2) If the District Engineer determines consultant assistance is required for plan check review or portion thereof, the Developer agrees to prepay the additional plan check fees if that cost exceeds the balance on the initial deposit. The District shall obtain the Developer's written approval for any costs in excess of this amount, for which approval shall not be unreasonably withheld. Upon the execution of this Agreement by both parties, the Developer shall deposit with the District the applicable administration and plan check fees. Any surplus fees shall be returned to the Developer.

2.1.7 Construction Inspection Fees. On a phased basis, the District shall require the construction inspection fee before undertaking a construction inspection review of the proposed facilities. As a condition precedent to the District's obligation to undertake a construction inspection review of the proposed facilities, the Developer shall provide to the District the construction inspection fee, which is currently five hundred dollars ($500.00) per unit plus three percent (3%) of facilities construction costs, pursuant to Developer's Engineer's estimate. (See *Procedures* section 200.3.2)

3. Temporary Irrigation

3.1 In the event the Developer has complied with the terms of this Agreement, the Developer may specify areas of landscaping within the area covered by this Agreement to have "temporary irrigation." A temporary irrigation network may only exist for 6-years from installation. At the end of 6-years, the temporary irrigation network will have ceased to exist (i.e. be demolished) or it will be considered a District-approved, permanent irrigation connection.

3.2 The Development's temporary irrigation network Facilities shall be designed, constructed and be made operable, and then demolished in strict accordance with MCWD's requirements. District's requirements include, but are not limited to the following:

3.2.1 Developer shall design and construct the temporary irrigation network facilities in strict accordance with the below requirements, MCWD's most recent Procedures and Standards in effect at the time of construction (contained in MCWD's Procedures, Guidelines, and Design Requirements and the MCWD Water Code), and any other applicable State Regulatory Agency requirements, whichever are most stringent. This requirement expressly includes MCWD Water Code section 4.28 *Recycled Water*. Any conflict between these requirements shall be addressed during the plan review process or at such other times as any such conflict is discovered. A licensed landscape architect registered in the State of California shall prepare all plans and specifications for the temporary irrigation networks.

3.2.2 Developer, within the design of the temporary irrigation network, shall specifically provide MCWD a clear depiction of the temporary irrigation network layout and the precise area, in acres and square feet, that will be irrigated temporarily. The connection location and all surface and subsurface features that will be demolished and removed by Developer at the end of the temporary network's useful life shall be depicted.

3.2.4 Developer shall design the temporary irrigation networks with the piping and irrigation distribution heads above the surface of the ground. Some features may be installed in boxes below the surface, but the piping shall return to the surface in as few feet as feasible after passing through any such subsurface feature. In particular, the meter box in which MCWD will install the temporary irrigation meter shall be installed per normal MCWD standard (and thereby will be below the surface).

3.2.5 Developer shall provide, within the design of the temporary irrigation network, a demolition design detail acceptable to MCWD depicting the temporary irrigation site's connection demolition and remaining irrigation facilities in their post-demolition condition.

3.3 District shall have the right to inspect the construction of the temporary irrigation networks facilities, verify that construction conforms to the plans, specifications and MCWD standards, witness the demolition and removal of the temporary irrigation network, and inspect the demolition and removal of the temporary irrigation network's connection. District's right to inspect does not in any way eliminate or supersede any inspection obligations by the State or local Land Use Jurisdiction.

3.4 As required by MCWD, all temporary irrigation networks shall be tested to meet MCWD requirements. No facilities or portion thereof will be accepted as suitable for service without meeting all MCWD test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-tract temporary irrigation networks as described

above.

3.5 Developer agrees to pay all costs-to-connect as a condition precedent to MCWD's obligation to install the meter required to serve water to the temporary irrigation network. Costs to connect for a temporary irrigation network include, but are not limited to, the meter installation fee (which includes the cost of the meter itself), a water permit fee, a backflow prevention program fee (all at the then-existing rates), and the payment of a special connection fee. These costs-to-connect are due prior the installation of water meters. The special connection fee shall be in the exact amount of the Water capacity charge that would otherwise be assessed to the identical permanent irrigation network with the magnitude of the special connection cost determined in identical fashion. District's Board of Directors reserves its right to review and revise these cost-to-connect fees and charges from time to time subject to applicable law and MCWD's approval procedures for such charges. Developer agrees to pay the costs-to-connect in effect at the time of providing services.

3.6 If the temporary irrigation network is removed to MCWD's satisfaction by the end of the third-year since meter installation (or by an earlier date), then the special connection fee shall be reimbursed to Developer in the amount of 100% of the special connection fee. Similarly, if the temporary irrigation network is removed:

- By the end of the fourth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 75%.
- By the end of the fifth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 50%.
- By the end of the sixth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 25%.

If the temporary irrigation network remains in-service following the end of the sixth-year, then no reimbursement of special connection fees will be owed to the Developer and the temporary irrigation network may be removed (or not) at the discretion of Developer. The District will retain all special connection fees paid and will treat the so-called temporary irrigation network as a District approved, permanent irrigation connection.

4. Existing Water, Sewer and Recycled water Infrastructure/Annexation

4.1 The Developer will comply with the District's *In-Tract Policy* regarding any water, recycled water and sewer mains or appurtenances within the Development. Developer, or its successors or assignees, shall assume all responsibility, and will hold District harmless, for all infrastructures within the Development boundaries that will be modified, removed or abandoned by Developer. Abandonment-in-place requires written approval by the District. The Developer shall be solely responsible for repair, replacement and maintenance of existing District Facilities to remain within the Development boundaries during the construction of the Development, regardless of whether the Facilities are for the benefit of the Development.

4.2 Annexation. Developer acknowledges that the Development shall be annexed into the District's jurisdictional boundaries. In exchange for the District's commitments to provide the services specified herein to the Development, the Developer, and its successors and assigns, hereby irrevocably consent to the annexation of the Development to the District. The terms and conditions of this section of the Agreement supersedes interpretations of MCWD Water Code section 3.08.060.D. Developer shall cooperate in all manner with the requests of the District, the Monterey

County Local Agency Formation Commission ("LAFCO"), or any other public agency in any proceedings to annex the Development to the District. The Developer shall be responsible for preparing all studies, maps, legal descriptions, and other documents required by LAFCO in connection with the annexation process, including the efforts to comply with CEQA requirements. The Developer shall also be responsible for any engineering, legal and publication costs and all other charges which may be incurred by the District in preparing and examining maps, legal descriptions and other documents in relation thereto, and other expenses regularly incurred in connection with the annexation of the Development into the District. Expressly, the Developer shall be responsible for paying all LAFCO and State Board of Equalization fees and costs or any other fees in connection with the annexation. District, in its discretion, may require Developer to provide a deposit at the commencement of the annexation process for District's cost reimbursements described herein. District may require Developer to replenish the deposit within thirty (30) days of written notice. The Developer shall indemnify and defend the District from all legal actions in relation to the annexation.

5. District to Serve Development

5.1 District will deliver water, recycled water and provide sewer service to the Development after final Board Acceptance of the conveyance of the facilities and final Board Acceptance of the facilities (see *Procedures* section 300.25). Thereafter, the District will bill and serve the end-user(s) directly. The Developer shall pay the prepayment of applicable meter fees and Capacity Charges, cross connection charges, and all other applicable fees and charges for service. Once the applicable fees and charges are determined and paid in full, the District will immediately begin water service with the installation of the water meter(s). The District shall provide sewer service upon installation of water meters and payment of all applicable fees. The District's obligations in this section are subject to District's rules, regulations, policies and ordinances, which may be updated from time to time.

6. Capacity Charge

6.1 The current Marina FY2026-27 capacity charges, effective July 1, 2026, for water and sewer services are $6,925 and $2,700 per EDU, respectively, under Title 6 of the MCWD Water Code and which may be adjusted annually under that Title. In addition to these authorized annual adjustments, the District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District's approval procedures for such charges. The Developer shall pay the capacity charges in effect on the date that the Meter Application for any given EDU is accepted by MCWD.

7. Provision for Non-Potable Water Use

7.1 Based upon existing studies, the District does not have sufficient existing firm water supplies to meet the water demands of projected developments within the District's service area. Therefore, improvement plans must be compatible with District's then-in effect master recycled-water capital facilities improvement pans and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations.

7.2 Developer, and its successors or assignees (such as an owners association), agrees to take recycled water for non-potable use. Developer, or its successors or assignees agree that the District-established cost will be paid by the recycled water customers.

8. Non-Completion of Prior Projects and Phases

8.1 To the extent Developer has existing obligations under any other Infrastructure Agreement with District which have yet to be fulfilled, District reserves the right to refuse to provide the services specified herein until Developer completes those tasks to the satisfaction of District.

9. Licensed Contractor

9.1 The Developer, or his authorized representative (contractor, or subcontractors as the case may be) performing the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to perform the specified work required for the Development. District reserves the right to waive this requirement at its sole discretion where permitted under state statute.

910.2 The Developer, or its contractor, shall be skilled and regularly engaged in the installation of water, recycled and sewer systems. The District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty. Upon request, contractors must furnish evidence of their qualifications to do the work in a form suitable to the District prior to the commencement of any work on the facilities.

10. Permits, Easements, and Related Costs

10.1 Except as otherwise provided in this Agreement, the Developer shall obtain all necessary local, county and state permits (including encroachment permits) and conform to requirements thereof. Developer shall obtain all easements (excluding easements within existing public rights of way) necessary for ingress and egress to and from the facilities for the purpose of installation, operation, maintenance, replacement and removal of said facilities and for the location of the facilities. Pipeline easements shall be a minimum of 20 feet in width or as otherwise agreed by the District Engineer and Developer. Easements shall be in a form approved by the District and it shall be the Developer's responsibility to have the approved easements recorded. Developer shall provide proof of recordation of the easements, in a form satisfactory to the District, prior to the District's obligation to provide any of the services contemplated by this Agreement.

11. Final Inspection and Reimbursement of District Costs

11.1 The District must inspect completed Facilities, or portion thereof. The District will not accept any facility until its Engineer has given written approval that it satisfies the District's requirements. Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the facilities, subject to the limitations set forth in Paragraph 2 *Design and Construction* Requirements. Developer shall reimburse District for costs to correct any damages to facilities related to the construction of the Development caused by the Developer or any authorized representative (developer's contractor). This reimbursement obligation is limited to the warranty period described in paragraph 15 *Warranties*. Developer shall remit to District prior to the conveyance of the facilities to the District, payment of all costs due and unpaid under this Agreement over and above deposits previously paid to the District. If there are surplus deposit funds or any refunds

due Developer, then District shall return to Developer the amount of such surplus or refunds upon acceptance by the District of all facilities required to be constructed under this Agreement.

12. District's Non-responsibility for Acts or Omissions of Developer, etc.; Developer Responsible for Verifying Underground Utility Lines and Surface Obstructions

12.1 The District is not responsible for and does not assume any responsibility or liability whatsoever for, acts and omissions of the Developer, Developer's contractors or any contractor's subcontractors or suppliers at any time during the design and construction of the facilities. Any location of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience and must be verified by Developer in the field. The District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

13. As-Built Plans, Specifications, Values, Etc.

13.1 Developer shall, as a condition of District's acceptance of the facilities, provide to the District in accordance with Section 400.13 of the *Procedures Guidelines and Design Requirements* the following:

13.1.1 One set each of Mylar drawing prints and AutoCAD digitized files of the improvement plans, which show all of the facilities, and one hardcopy and one electronic copy of the specifications, and one hardcopy and one electronic copy of any contract documents used for the construction of the water, sewer and recycled water system facilities. Scanned and signed copies in Adobe Acrobat format are also required.

13.1.2 One hardcopy and one electronic copy of a complete, detailed statement of account, the form and content to be provided by the District at the time of conveyance, of the amounts expended for the installation and construction of the facilities, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

13.1.3 Any other documents required by Section 400.13 of the *Procedures Guidelines and Design Requirements*.

14. Indemnity, Insurance, and Sureties

14.1 Indemnity and Insurance - The Developer agrees to have every Contractor performing work on the Facilities fully comply with the all of the requirements in Exhibit D. To the extent that any indemnity or insurance coverage provided by any such Contractor does not fully indemnify the District for any and all claims as defined in Exhibit D, Developer agrees to indemnify, hold harmless, and defend the District, its directors, officers, employees, representatives, and authorized volunteers. Coverages required by Exhibit D shall be maintained throughout the term of this Agreement. Every Contractor shall file with the District prior to the commencement of any work under this Agreement, and as policy renewals occur, Certificates of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in full force and effect.

14.2 Performance and Payment Surety - Developer or its Contractor, as the case may be, shall furnish the District with a surety to secure the completion of and payment for the facilities. The

amount of the performance surety shall not be less than 100% of the District's estimate of the total cost to construct all of the facilities required under this Agreement. The amount of the payment surety shall not be less than 100% of the District's estimate of the total cost to construct all of the Facilities required under this Agreement. The surety instrument shall be in a form satisfactory to the District such as a performance and payment bond, irrevocable letter of credit, cash deposit, or irrevocable construction "set-aside" letter. Such surety may include evidence that it was submitted to another public agency of an equivalent or greater amount covering the work to be done under this Agreement. Each surety must be authorized in the State of California to issue the surety instrument provided. All surety instruments signed by an agent must be accompanied by a certified copy of the agent's authority to act.

14.3 Developer shall furnish the District with a Warranty bond or other surety instrument satisfactory to the District in the amount equal to forty percent (40%) of the actual construction costs to secure the Developer's performance under Section 15, Warranties.

14.4 Submittal of Insurance Certificates and Surety - The required insurance certificates shall be delivered prior to commencement of construction. The required performance and payment surety shall be delivered to the District prior to District approval of plans and specifications. No work may be commenced under this Agreement unless and until all required insurance certificates and performance and payment sureties are submitted to and approved by the District. The Warranty surety shall be provided prior to the District's acceptance of the facilities and shall remain in effect for the duration specified in Section 15.1.

14.5 The performance surety shall remain in effect until final acceptance of the facilities by the District in accordance with Section 13.1. The payment surety shall remain in effect until the last of the following occur: (i) the statutory time has expired to commence a legal action on the payment surety and no legal action was filed, (ii) satisfaction of all judgments against the payment surety, and (iii) as otherwise provided by law. The warranty surety shall remain in effect until all warranties under this Agreement have expired.

15. Transfer of System Facilities to District after Completion

15.1 Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust) and deliver a conveyance satisfactory in form and content to District. This conveyance shall transfer unencumbered ownership of all facilities required by this Agreement to the District together with all real property, interests in real property, easements and rights-of-ways (including any off-site easements or real property) other than those contained in public rights of way, and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to the Development now or hereafter served by the water, sewer and recycled water system facilities that are necessary or appropriate in the opinion of the District for the ownership and operation of the facilities. Provided all conditions set forth in this Agreement are satisfied, the District shall accept the conveyance. All costs of construction of the facilities, for which the Developer is responsible, shall have been paid for by Developer, the time for release of the payment surety under Section 12.5 shall have expired (or Developer shall provide other security acceptable to the District), and the title to all of the facilities and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of any title insurance deemed necessary by the District and is reasonable and customary for the insured transaction type. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the conveyance transferring the water, sewer and recycled water system facilities

has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the facilities and to expand or improve, or interconnect the facilities with other adjacent facilities, as the District deems appropriate in its sole discretion.

16. Developer Assistance

16.1 Developer shall, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance of the facilities. This obligation shall extend to one year after transfer of the Facilities.

17. Warranties

17.1 Developer hereby warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the Facilities and all components thereof, will be in satisfactory working order and quality and free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier; and that the facilities and all components thereof have been constructed and installed in compliance with all approved specifications and as-built plans being provided to the District, and in accordance with applicable requirements of the District and any other governmental agency having jurisdiction. Developer also warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the Facilities will operate in good and sufficient manner for the purposes intended for (a) one (1) year after the latter of (i) the date of acceptance, (ii) the expiration of all lien enforcement periods, or (iii) proof of conveyance of Facilities, or (b) 180-days from the date new Facilities are subsequently re-installed, repaired, or replaced and inspected and accepted by the District (hereafter *replacement facilities*), whichever of (a) or (b) occurs last. The Developer shall remedy at the Developer's expense any failure to conform with any applicable requirement of the District, by any Contractor or any subcontractor or supplier at any tier, or any defect. If the Developer fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice by the District or any other person or entity, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Developer's expense and the Developer shall indemnify District for all such costs (including District's own labor costs) incurred.

17.2 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Agreement, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the District; and

(3) Enforce all warranties for the benefit of the District, if directed by the District.

In the event any warranty under this section has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

17.3 This Section 17 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud.

18. No Water, Recycled Water and Sewer Service Prior to Completion and

Transfer

18.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the Facilities without the express written consent of the District. District may impose conditions or restrictions upon any consent to such prior service, such as posting a surety bond. District recognizes that the Development, and hence the Facilities, may be built, accepted and transferred in multiple phases. Notwithstanding any of the foregoing, Developer may use the Facilities before they are accepted for fire protection and construction purposes in all phases, subject to satisfaction of applicable testing.

19. Performance

19.1 Developer agrees to promptly design and construct the Facilities and, transfer the same to the District in accordance with the terms of this Agreement. If construction of the facilities have not been completed and accepted by District within twenty four (24) months from the date of execution of this Agreement (such date may be extended for delays beyond Developer's control and without the fault or negligence or of the Developer or any Contractor or subcontractor or supplier at any tier, but in no event shall such delay exceed twelve (12) additional months), the District shall have the option to terminate this Agreement. If construction on any phase is not complete within twenty-four months or as extended as provided above, then an Amendment to this Agreement will be necessary to address each such phase, which shall incorporate the policies, fees and charges of the District then in effect as of the effective date of said Amendment. Subsequent phases also may at District's discretion be addressed by Amendment(s) to this Agreement.

19.2 Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this Agreement, the Developer will require the work to be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

20. Assignment

20.1 Neither party may assign their rights or obligations under this Agreement within its term without the written consent of the other party.

20.2 Provisions of water delivery, recycled water delivery, and sewer service will be deemed assigned to each property owner upon acquisition of his/her commercial and/or residential unit in the Development. Upon assignment, the Developer's responsibilities relating to recycled water facilities, use and approvals will become the assignee's responsibility. This provision will cease to have any effect when the District accepts title to the water facilities, or the Agreement is terminated.

21. Dispute Resolution Procedure

21.1 Disputes arising under this Agreement shall be resolved as provided in this section.

21.2 Prevention of Disputes/Meet and Confer - The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three (3) calendar days of the initial request. If the dispute cannot be negotiated between the parties, the matter shall first

be brought to the attention of the District's Board of Directors at the first available regularly scheduled Board Meeting. As a contract dispute, the matter shall be considered by the District Board of Directors in closed session under the Brown Act without the Developer or Contractor in attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 21.3 below.

21.3 Mediation - Either party may demand, and shall be entitled to, mediation of any dispute arising under this agreement at any time after completing the meet and confer process described in subsection 21.2 Mediation shall commence not more than ten (10) days after the initial mediation demand and must be concluded not more than thirty (30) days after the date of the first mediation demand. If mediation is not concluded within that time, then either party may demand arbitration as set forth in Section 21.4.

Mediation shall be submitted first to a mediator with at least ten years' experience with the issues in dispute. The mediator shall be selected by mutual agreement of the parties. Failing such mutual agreement, a mediator shall be selected by the presiding judge of the Monterey County Superior Court. In the interest of promoting resolution of the dispute, nothing said, done or produced by either party at the mediation may be discussed or repeated outside of the mediation or offered as evidence in any subsequent proceeding. The parties acknowledge the confidentiality of mediation as required by Evidence Code 1152.5.

No mediator shall submit, and no arbitrator or court shall consider, any mediator recommendations, declarations, or findings unless the parties give their written consent to the proposed mediator statement.

21.4 Arbitration - If mediation fails to resolve the dispute, the parties shall select an arbitrator by mutual agreement. Failing such agreement, the arbitrator shall be selected by the Presiding Judge of the Superior Court. The decision of the arbitrator shall be final and not subject to judicial litigation.

Arbitration shall be commenced within thirty (30) days of the arbitration demand and concluded within 60 days of arbitration demand.

Arbitration shall follow the so-called "baseball arbitration" rule in which the arbitrator is required to select an award from among the final offers presented by the contending parties. The arbitrator may not render an award that compromises between the final offers.

Unless the arbitrator selects another set of rules, the arbitration shall be conducted under the J.A.M.S. Endispute Streamlined Arbitration Rules and Procedures, but not necessarily under the auspices of J.A.M.S. Upon mutual agreement, the parties may agree to arbitrate under an alternative scheme or statute. The Arbitrator may award damages according to proof. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

NOTICE: IN AGREEING TO THE FOREGOING PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR RIGHTS UNDER THIS AGREEMENT TRIED IN A COURT OF LAW OR EQUITY. THAT MEANS YOU ARE GIVING UP

YOUR RIGHT TO TRIAL BY JUDGE OR JURY. YOU ARE ALSO GIVING UP YOUR RIGHT TO DISCOVERY AND APPEAL EXCEPT AS PROVIDED IN THE ARBITRATION RULES. IF YOU REFUSE TO ARBITRATE YOUR DISPUTE AFTER A PROPER DEMAND FOR ARBITRATION HAS BEEN MADE, YOU CAN BE FORCED TO ARBITRATE OR HAVE AN AWARD ENTERED AGAINST YOU BY DEFAULT. YOUR AGREEMENT TO ARBITRATE IS VOLUNTARY.

BY INITIALING THIS PROVISION BELOW, THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING ARBITRATION PROVISIONS AND AGREE TO SUBMIT ANY DISPUTES UNDER THIS AGREEMENT TO NEUTRAL BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.

MCWD's INITIALS_____ Developer's: INITIALS_____

22. Waiver of Rights

22.1 Waiver. No waiver of any breach or default by either party shall be considered to be a waiver of any other breach or default. The waiver by any party for the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act to be performed at a later time. None of the covenants or other provisions in this Agreement can be waived except by written consent of the waiving party.

23. Notices

23.1 All notices, demands, or other communications, which this Agreement contemplates or authorizes, shall be in writing and shall be personally delivered, or mailed by certified mail, return receipt requested, or delivered by reliable overnight courier, to the respective party as follows:

To District: **Marina Coast Water District**
Attn: General Manager
11 Reservation Road
Marina, California 93933

To Developer: **Monterey Peninsula Engineering Management Group**
Attn: Peter Taormina
192 Healy Avenue
Marina, CA 93933

23.2 The address to which notice may be sent may be changed by written notification of each party to the other as above provided.

24. Severability

24.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement. Stricken provisions shall not affect the legality, enforceability, or validity of the remainder of this Agreement so long as the stricken provision is replaced with a legal, enforceable and valid provision that conforms with the allocation of benefits and burdens to the respective parties and intent of the parties as expressed herein.

25. Paragraph Headings

25.1 Paragraph headings are for convenience only and are not to be construed as limiting or amplifying the terms of this Agreement in any way.

26. Successors and Assignees

26.1 This Agreement shall be binding on and benefit the assignees or successors to this Agreement in the same manner as the original parties hereto.

27. Integrated Agreement

27.1 This Agreement integrates and supersedes all prior and contemporaneous Agreements and understandings concerning the subject matter herein. This Agreement constitutes the sole agreement of the parties and correctly sets forth the rights, duties and obligations of each to the others. Future amendments must be in writing signed by the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

28. Negotiated Agreement

28.1 This Agreement has been arrived at through negotiation between the parties. Neither party is deemed the party that prepared the Agreement within the meaning of Civil Code Section 1654.

29. Attorneys' Fees

29.1 If arbitration or suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the arbitrator or Court, in addition to any other relief granted. The "prevailing party" shall be the party entitled to recover costs of suit, whether or not the suit proceeds to arbitrator's award or judgment. A party not entitled to recover costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of an award or judgment for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

29.2 If either party initiates litigation without first participating in good faith in the alternative forms of dispute resolution specified in this Agreement, that party shall not be entitled to recover any amount as attorneys' fees or costs of suit even if such entitlement is established by statute.

30. Exhibits

30.1 All exhibits referred to in this Agreement and attached to this Agreement are incorporated in this Agreement by reference.

31. Disclaimer/Indemnity Regarding Public Works

31.1 District has not determined whether the project would be considered a "Public Works" project for the purposes of California law, and makes no warranties or representations to Developer about whether the project would be considered a "Public Works" project. Developer is aware that if the project is considered a "Public Works" project, then Developer would have to pay "prevailing wages" under California Labor Code section 1771. If Developer fails to pay such prevailing wages, Developer acknowledges that it will be liable to, among other things, pay any shortfall

owed as well as any penalties that might be assessed for failure to comply with the law. If Developer does not pay prevailing wages, and an action or proceeding of any kind or nature is brought against the District based on such failure, Developer will defend and indemnify District in the action or proceeding. District agrees to reasonably cooperate and assist Developer in any the defense of any such action.

32. No Third-Party Beneficiaries

32.1 There are no intended third-party beneficiaries to this Agreement.

33. Compliance with Laws

33.1 Developer will comply with all laws, rules and regulations in carrying out its obligations under this Agreement.

34. Counterparts

34.1 This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document.

By: DEVELOPER,

_____
Name and Title: _____
Monterey Peninsula Management Group

By DISTRICT

_____
Remleh Scherzinger, General Manager
Marina Coast Water District

Appendix C of the MCWD Code
Last adopted August 2020

MCWD WATER CODE: APPENDIX C*

Marina Coast Water District Assigned Water Use Factors for Determining Water Capacity Charges

The district, through the general manager, assigns water use factors from this Appendix C for new and modified uses. Each new or modified service connection that involves two or more uses shall be subject to a use calculation for each proposed use. Where a proposed use may be designated as more than one type of use, the type of use which most accurately depicts the proposed use shall be selected. Where doubt exists, the higher intensity use type shall be chosen. Water use rates are assigned for various uses per unit - square footage, number of rooms, seats, etc. The assigned water use rates determined considering estimated water use availability for various uses. The type of use and assigned water use rates are listed below.

Type of Use	Basis	Assigned MCWD Water Use Rates By Acre-Ft	Project Quantity (Units)	Total Project Water Use Per Annum by Use (Acre-Ft)
Residential				
Multi Family - Apartment	DU	0.21		0
Apartment (senior complex)	DU	0.12		0
Group Housing (boarding, dormitory, convalescent)	Occupant	0.062		0
Condominium/Townhouse	DU	0.24		0
Mobile Home	DU	0.21		0
Multi-Family - Duplex to Fourplex	DU	0.24		0
Single Family 0 < lot < 0.08 acres (13 or more units per acre)	DU	0.25		0
Single Family 0.08 <= lot < 0.22 acres (5—12 Units/Acre)	DU	0.28	4	1.12
Single Family 0.22 <= lot < 0.67 acres (2—4 Units/acre)	DU	0.52		0
Single Family (lot >= 0.67 acres)	acres	0.89		0
Accessory Dwelling Unit < 640 sq. ft.	DU	0.17		0
Accessory Dwelling Unit 641 to 800 sq. ft.	DU	0.21		0
Accessory Dwelling Unit 841 to 1,200 sq. ft.	DU	0.25	4	1
TOTAL RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				**2.12**

Type of Use	Basis	Assigned MCWD Water Use Rates By Acre-Ft	Project Quantity (Units)	Total Project Water Use Per Annum by Use (Acre-Ft)
Non-Residential				
Auto Sales/Repair Shops (Gross Floor Area)	sq. ft.	0.00006		-
Bank	sq. ft.	0.0003		-
Bakery	sq. ft.	0.00027		-
Bar (w/o restaurant)	sq. ft.	0.00023		-
Beauty shop/barber shop	stations	0.05		-
Car Wash w/ recycle	sq. ft.	× *		
Child Care	sq. ft.	0.0061		-
Dry Cleaners (onsite cleaning)	sq. ft.	0.0004		-
Gas Station (w/o minimart or restaurant)	pumps	0.1051		-
Gym, Health Club (w/o aquatics)	sq. ft.	0.00012		-
Hotel/Motel/Bed & Breakfast (Guest room portion only)	units	0.11		-
Laundromat (self-serve)	washers	0.202		-
Laundry - Commercial	sq. ft.	× *		
Office - General (nonmedical, includes chiropractor)	sq. ft.	0.0001		-
Office - Government, Education	sq. ft.	0.000092		-
Office - Medical, Dental	sq. ft.	0.00016		-
Manufacturing (other than food, beverage, chemical)	sq. ft.	0.000063		-
Manufacturing (food, beverage, chemical)	sq. ft.	× *		

Meeting Halls, Churches, School Room	sq. ft.	0.000092		-
Nursing Home (care portion only)	bed	0.12		-
Laboratory	sq. ft.	0.000082		-
Laboratory - Photographic	sq. ft.	0.003		-
Landscape (non-turf)	acres	2.1	0.30	0.630
Landscape (turf)	acres	2.5		-
Plant Nursery	sq. ft.	0.00009		-
Public Restroom	toilets	0.058		-
Restaurant (full service - 3 meals, dish washing)	sq. ft.	0.00125		-
Restaurant (Fast food/casual with onsite prep)	sq. ft.	0.00051		-
Restaurant (take out w/ minimal onsite prep)	sq. ft.	0.00027		-
Store - General Retail (Department Store)	sq. ft.	0.00005		-
Store - Grocery and Markets	sq. ft.	0.00033		-
Swimming Pool (per 100 sq. ft. pool area)	sq. ft.	0.02		-
Theater	seats	0.0012		-
Veterinary	sq. ft.	0.00022		-
Warehouse, Distribution, Self-Storage	sq. ft.	0.00001		-
TOTAL NON RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				**0.630**

TOTAL COMBINED ACRE-FEET THIS INFRASTRUCTURE AGREEMENT	**2.750**

The assigned water use rate is then multiplied by the appropriate square footage, room, or seat number for each use and the capacity charge per acre-foot of water.

Example: To compute capacity charges in October 2020 for a 1,000 sq. ft. office (assumine only a single use) in Central Marina, multiply 1,000 by 0.0001 (from table) and then by $6,332. The resultant capacity charge for this office in Central Marina would be $633.20.

* See manufacturer's recommendation.

EXHIBIT A

LOT LINE ADJUSTMENT (LLA 25-0001)

ADJUSTED PARCEL "A"

Legal Description

Certain real property in the City of Marina, County of Monterey, State of California, as shown on that certain Parcel Map filed on April 9, 1997, in Volume 20 of Parcel Maps at Page 20 in the Office of the County Recorder of said County and State, more particularly described as follows:

ALL OF Parcel "A" as shown on said Parcel Map, **TOGETHER WITH** a portion of Parcel "C" as shown on said Parcel Map, more particularly described as follows:

BEGINNING at the Northerly corner of Parcel "C" also being the Easterly corner of Parcel "A" thence along the common boundary line of said Parcels "A" and "C";

1. South 34° 32' 00" West, 60.00 feet to the Southerly corner of said Parcel "A"; thence leaving said boundary line of Parcel "A" and into said Parcel "C"
2. South 55° 28' 00" East, 62.00 feet; thence
3. North 34° 32' 00" East, 60.00 feet to the Northeasterly boundary line of said Parcel "C"; thence along said Northeasterly line
4. North 55° 28' 00" West, 62.00 feet to the **POINT OF BEGINNING.**

End of Description

12,496.8 square feet, more or less.

See Attached Exhibit B for graphical depiction.

Prepared by: Isaac P. Romero, L.S. 9879

April 3, 2026



EXHIBIT A

LOT LINE ADJUSTMENT (LLA 25-0001)

ADJUSTED PARCEL "B"

Legal Description

Certain real property in the City of Marina, County of Monterey, State of California, as shown on that certain Parcel Map filed on April 9, 1997, in Volume 20 of Parcel Maps at Page 20 in the Office of the County Recorder of said County and State, more particularly described as follows:

ALL OF Parcel "B" as shown on said Parcel Map, **TOGETHER WITH** a portion of Parcel "C" as shown on said Parcel Map, more particularly described as follows:

BEGINNING at the Southerly corner of Parcel "A" and Easterly corner of Parcel "B"; thence along the common boundary line of said Parcels "B" and "C";

1. South 34° 32' 00" West, 60.00 feet to the Southerly corner of said Parcel "B"; thence leaving said boundary line of Parcel "B" and into said Parcel "C"
2. South 55° 28' 00" East, 62.00 feet; thence
3. North 34° 32' 00" East, 60.00 feet; thence
4. North 55° 28' 00" West, 62.00 feet to the **POINT OF BEGINNING.**

End of Description

14,216.8, square feet, more or less.

See Attached Exhibit B for graphical depiction.

Prepared by: Isaac P. Romero, L.S. 9879

April 3, 2026



EXHIBIT A

LOT LINE ADJUSTMENT (LLA 25-0001)

A PORTION OF PARCEL "C" TO PARCEL "A"

Legal Description

Certain real property in the City of Marina, County of Monterey, State of California, as shown on that certain Parcel Map filed on April 9, 1997, in Volume 20 of Parcel Maps at Page 20 in the Office of the County Recorder of said County and State, more particularly described as follows:

A portion of Parcel "C" as shown on said Parcel Map, more particularly described as follows:

BEGINNING at the Northerly corner of Parcel "C" also being the Easterly corner of Parcel "A" thence along the common boundary line of said Parcels "A" and "C";

1. South 34° 32' 00" West, 60.00 feet to the Southerly corner of said Parcel "A" said point also being the Easterly corner of Parcel "B" per said Parcel Map; thence leaving said boundary line of Parcel "A" and into said Parcel "C"
2. South 55° 28' 00" East, 62.00 feet; thence
3. North 34° 32' 00" East, 60.00 feet to the Northeasterly boundary line of said Parcel "C"; thence along said Northeasterly line
4. North 55° 28' 00" West, 62.00 feet to the **POINT OF BEGINNING.**

End of Description

3,720 square feet, more or less.

See Attached Exhibit B for graphical depiction.



Prepared by: Isaac P. Romero, L.S. 9879

April 3, 2026

EXHIBIT A

LOT LINE ADJUSTMENT (LLA 25-0001)

A PORTION OF PARCEL "C" TO PARCEL "B"

Legal Description

Certain real property in the City of Marina, County of Monterey, State of California, as shown on that certain Parcel Map filed on April 9, 1997, in Volume 20 of Parcel Maps at Page 20 in the Office of the County Recorder of said County and State, more particularly described as follows:

A portion of Parcel "C" as shown on said Parcel Map, more particularly described as follows:

BEGINNING at the Southerly corner of Parcel "A" also being the Easterly corner of Parcel "B", thence along the common boundary line of said Parcels "B" and "C";

1. South 34° 32' 00" West, 60.00 feet to the Southerly corner of said Parcel "B"; thence leaving said boundary line of Parcel "B" and into said Parcel "C"
2. South 55° 28' 00" East, 62.00 feet; thence
3. North 34° 32' 00" East, 60.00 feet; thence
4. North 55° 28' 00" West, 62.00 feet to the **POINT OF BEGINNING.**

End of Description

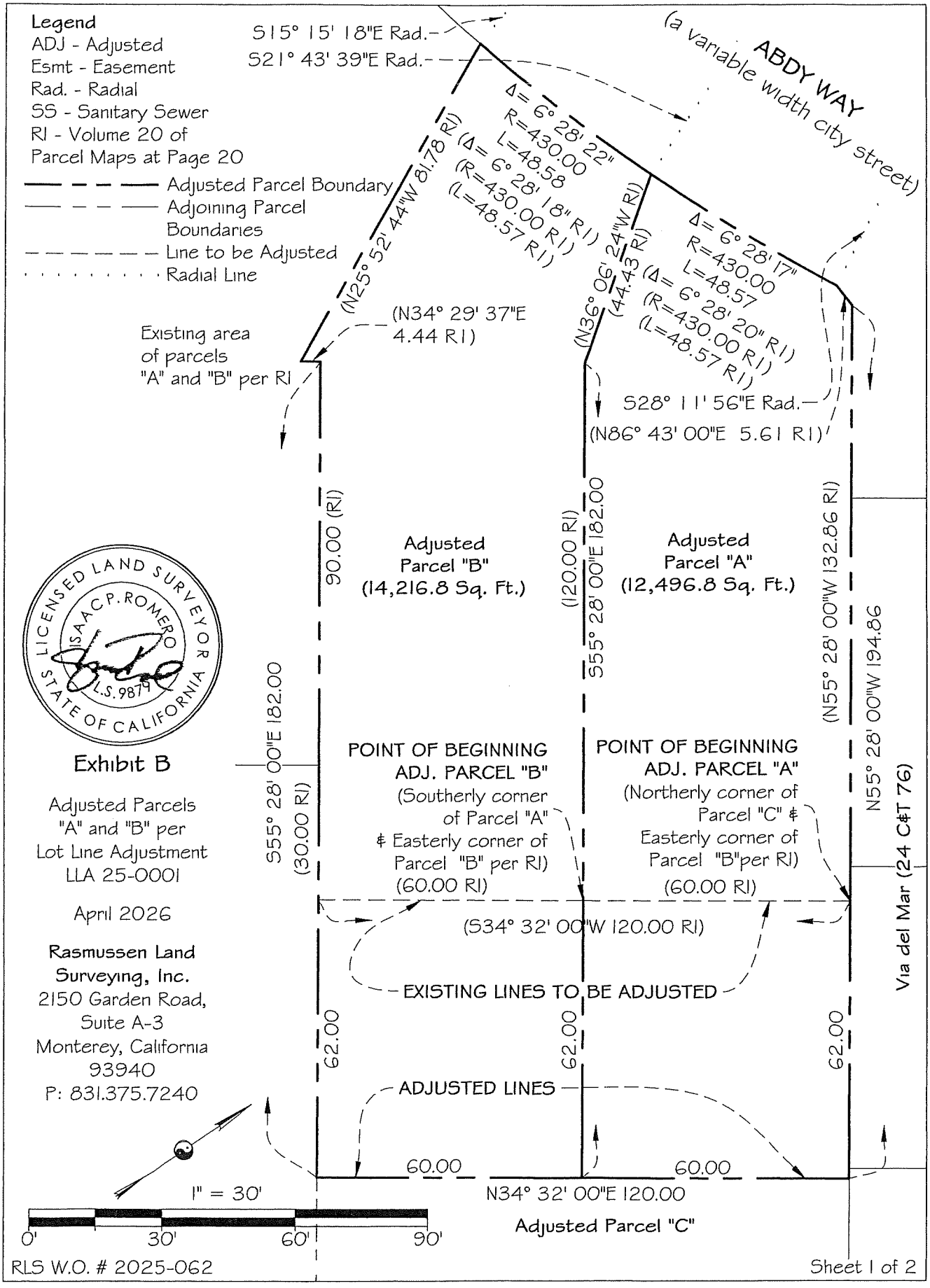
3,720 square feet, more or less.

See Attached Exhibit B for graphical depiction.

Prepared by: Isaac P. Romero, L.S. 9879

April 3, 2026




Legend
ADJ - Adjusted
Esmt - Easement
Rad. - Radial
SS - Sanitary Sewer
RI - Volume 20 of Parcel Maps at Page 20
Adjusted Parcel Boundary
Adjoining Parcel Boundaries
Line to be Adjusted
Radial Line
S15° 15' 18"E Rad.
S21° 43' 39"E Rad.
ABDY WAY
(a variable width city street)
Δ= 6° 28' 22"
R=430.00
L=48.58
(Δ= 6° 28' 18" RI)
(R=430.00 RI)
(L=48.57 RI)
(N25° 52' 44"W 81.78 RI)
Δ= 6° 28' 17"
R=430.00
L=48.57
(Δ= 6° 28' 20" RI)
(R=430.00 RI)
(L=48.57 RI)
(N36° 06' 24"W RI)
(44.43 RI)
(N34° 29' 37"E 4.44 RI)
Existing area of parcels "A" and "B" per RI
S28° 11' 56"E Rad.
(N86° 43' 00"E 5.61 RI)
90.00 (RI)
(120.00 RI)
S55° 28' 00"E 182.00
Adjusted Parcel "B" (14,216.8 Sq. Ft.)
Adjusted Parcel "A" (12,496.8 Sq. Ft.)
(N55° 28' 00"W 132.86 RI)
(N55° 28' 00"W 194.86
N55° 28' 00"W (24 C&T 76)
Via del Mar
S55° 28' 00"E 182.00
(30.00 RI)
POINT OF BEGINNING ADJ. PARCEL "B"
(Southerly corner of Parcel "A" & Easterly corner of Parcel "B" per RI)
(60.00 RI)
POINT OF BEGINNING ADJ. PARCEL "A"
(Northerly corner of Parcel "C" & Easterly corner of Parcel "B"per RI)
(60.00 RI)
(S34° 32' 00"W 120.00 RI)
EXISTING LINES TO BE ADJUSTED
62.00
62.00
62.00
ADJUSTED LINES
60.00
60.00
N34° 32' 00"E 120.00
Adjusted Parcel "C"
1" = 30'
0'
30'
60'
90'
LICENSED LAND SURVEYOR
ISAAC P. ROMERO
L.S. 9879
STATE OF CALIFORNIA
Exhibit B
Adjusted Parcels "A" and "B" per Lot Line Adjustment LLA 25-0001
April 2026
Rasmussen Land Surveying, Inc.
2150 Garden Road, Suite A-3
Monterey, California 93940
P: 831.375.7240
RLS W.O. # 2025-062
Sheet 1 of 2

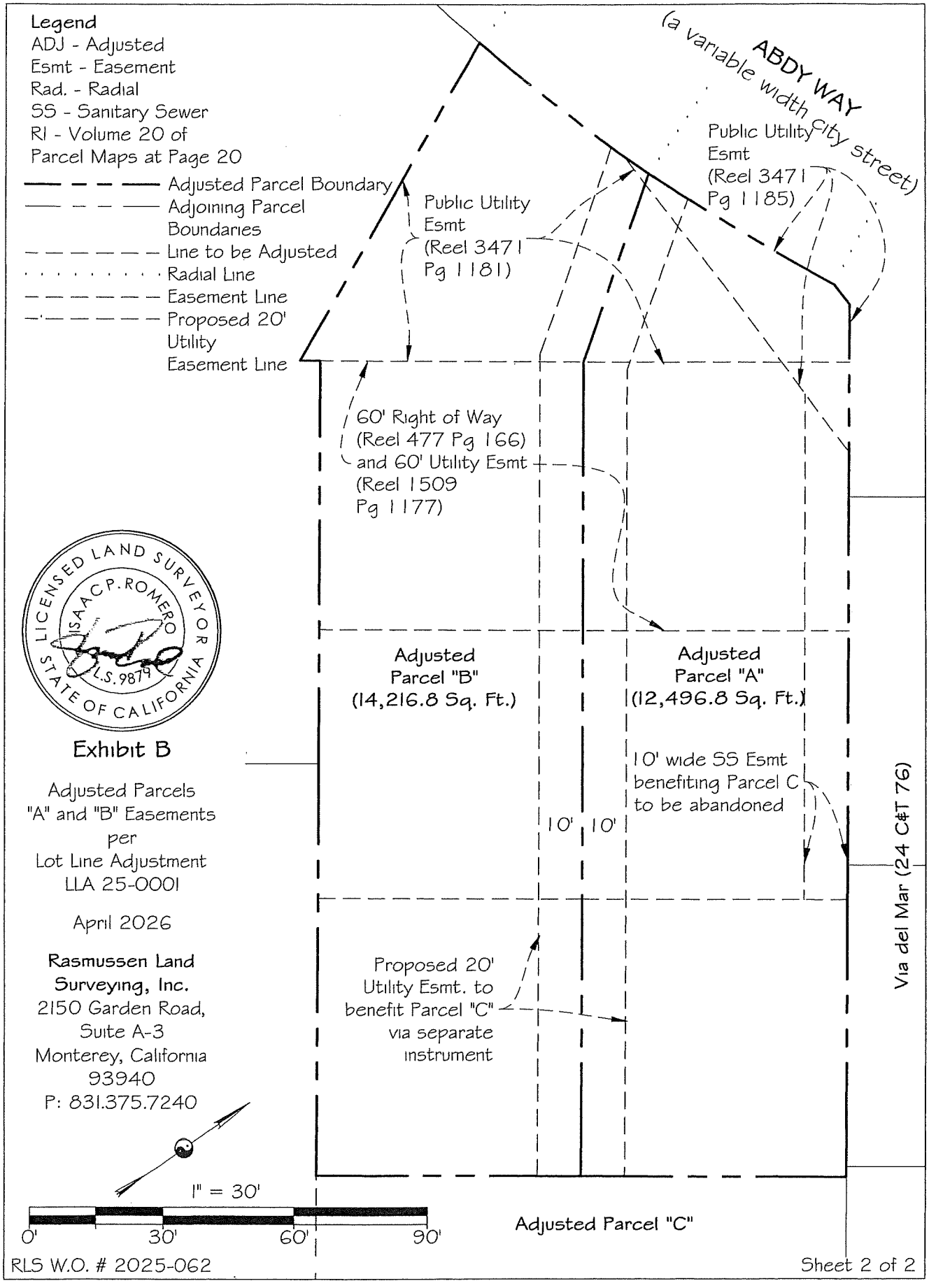

Legend
ADJ - Adjusted
Esmt - Easement
Rad. - Radial
SS - Sanitary Sewer
RI - Volume 20 of
Parcel Maps at Page 20
Adjusted Parcel Boundary
Adjoining Parcel Boundaries
Line to be Adjusted
Radial Line
Easement Line
Proposed 20' Utility Easement Line
ABDY WAY
(a variable width city street)
Public Utility Esmt (Reel 3471 Pg 1185)
Public Utility Esmt (Reel 3471 Pg 1181)
60' Right of Way (Reel 477 Pg 166) and 60' Utility Esmt (Reel 1509 Pg 1177)
LICENSED LAND SURVEYOR
ISAAC P. ROMERO
L.S. 9879
STATE OF CALIFORNIA
Exhibit B
Adjusted Parcels "A" and "B" Easements per Lot Line Adjustment LLA 25-0001
April 2026
Rasmussen Land Surveying, Inc.
2150 Garden Road,
Suite A-3
Monterey, California
93940
P: 831.375.7240
Adjusted Parcel "B" (14,216.8 Sq. Ft.)
Adjusted Parcel "A" (12,496.8 Sq. Ft.)
10' wide SS Esmt benefiting Parcel C to be abandoned
10'
10'
Proposed 20' Utility Esmt. to benefit Parcel "C" via separate instrument
Via del Mar (24 C&T 76)
1" = 30'
0'
30'
60'
90'
Adjusted Parcel "C"
RLS W.O. # 2025-062
Sheet 2 of 2

Exhibit B

Showing Portions of Parcel "C" added to Parcels "A" and "B" per Lot Line Adjustment LLA 25-0001

April 2026

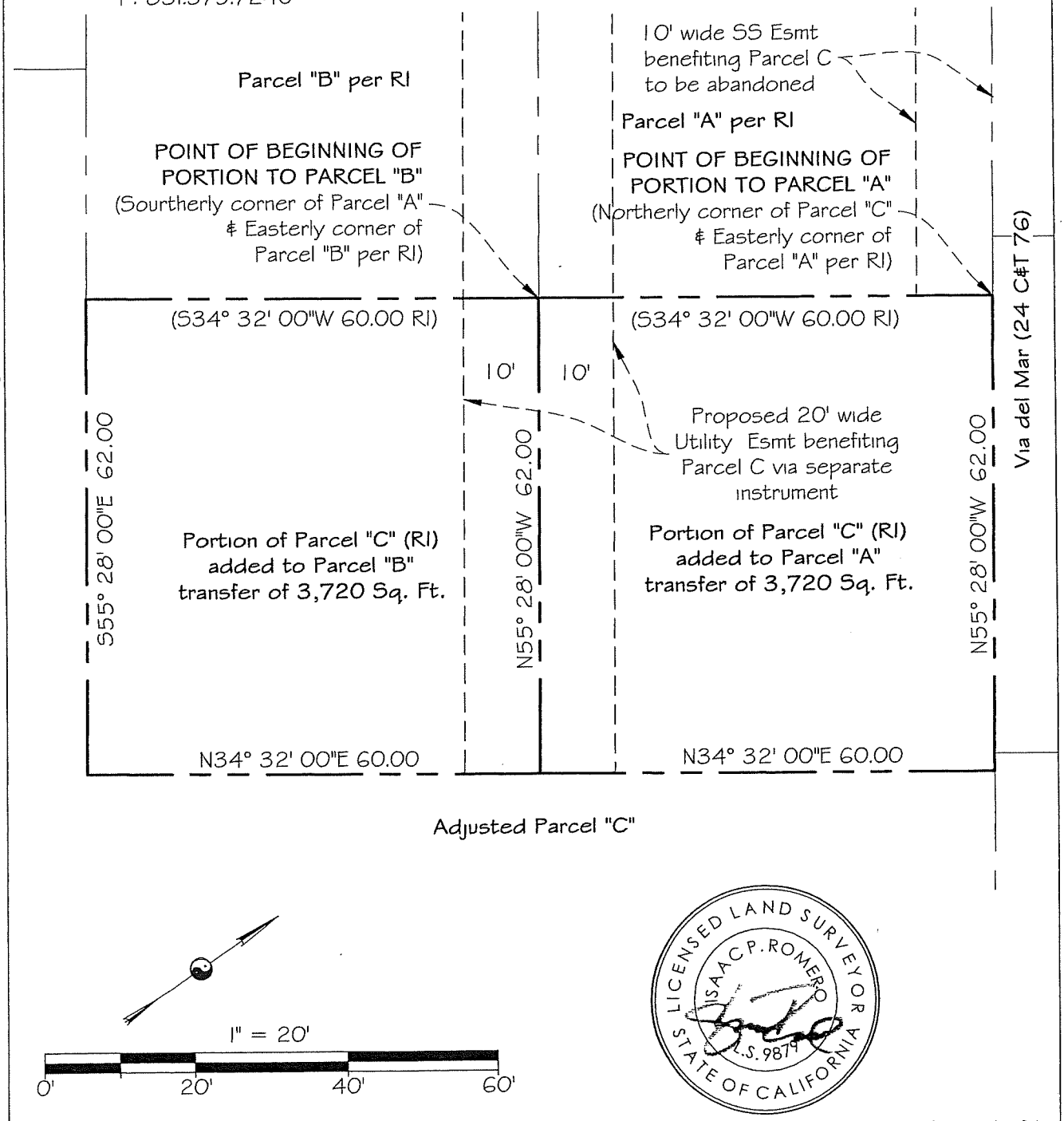
Rasmussen Land Surveying, Inc.
2150 Garden Road, Suite A-3
Monterey, California 93940
P: 831.375.7240

Legend

Esmt - Easement
SS - Sanitary Sewer

RI - Volume 20 of Parcel Maps at Page 20

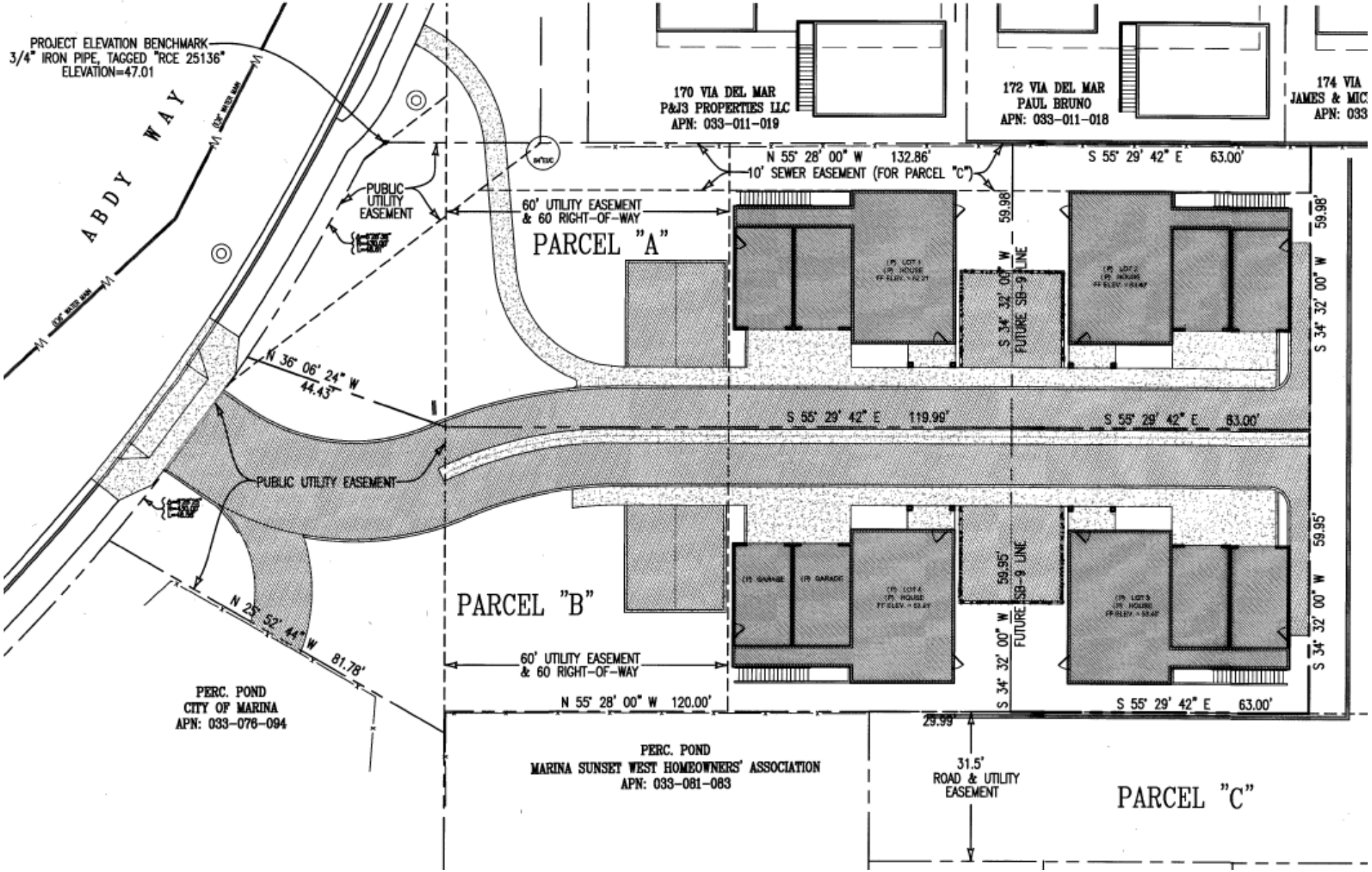
— — — — Adjusted Parcel Boundary
— — — — Adjoining Parcel Boundary
— — — — — Easement Line
— — — — — Proposed 20' Utility Easement Line



RLS W.O. # 2025-062

Sheet 1 of 1

EXHIBIT C – Map of Development





3000 & 3002 ABDY WAY - PROPOSED DEVELOPMENT

Legend

Development Location

0 100 200 400 Feet

MARINA COAST WATER DISTRICT
AND GROUNDWATER SUSTAINABILITY AGENCY

EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

1. Workers' Compensation and Employer's Liability Insurance –

a. The Developer shall require every Contractor to certify that it and all of its subcontractors are aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of any work under this Agreement.

b. The Developer shall require every Contractor and all sub-contractors to insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

c. The Contractor shall provide employer's liability insurance in the amount of at least $1,000,000 per accident for bodily injury and disease.

2. Definitions – For purposes of this Exhibit, the following terms shall have the following respective meanings:
"Claim" - shall be used collectively to refer to and include any and all claims, demands, causes of action, damages, costs, attorneys' fees, expert fees, court costs, expenses, penalties, losses or liabilities, in law or in equity, of every kind and nature whatsoever.

3. Indemnification - To the fullest extent permitted by law, the Developer will require every Contractor to indemnify, hold harmless, and defend District, its directors, officers, employees, representatives, and authorized volunteers (collectively, the "indemnitees"), and each of them from and against:

a. Any claim, including, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, or authorized volunteers, except to the extent caused by the sole negligence or willful misconduct or active negligence of District or its directors, officers, employees, or authorized volunteers;

b. Any claim arising out of, resulting from, or relating in any way to a violation of any governmental law or regulation, compliance with which is the responsibility of the

Contractor;

c. Any claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any indemnitee may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations to the Developer for work to be performed under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, expert fees, and court costs, incurred by an indemnitee in any lawsuit to which the indemnitee is a party.

d. Contractor acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Contractor under this Agreement shall specifically include any claim involving, arising out of or related to MEC.

The Developer will require their Contractor to pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, or authorized volunteers, relating to any claim.

The Developer will require their Contractor to reimburse District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor's indemnification obligation shall not be limited to the proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers from any insurance required to be provided under this Agreement.

4. Commercial General Liability and Automobile Liability Insurance - The Developer will require their Contractor to provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial ***General Liability*** Coverage (Occurrence Form CG 0001)

2. Insurance Services Office ***Automobile Liability*** Coverage (Form CA 0001), covering Symbol 1 (any auto) (owned, non-owned and hired automobiles)

Limits - The Consultant shall maintain limits no less than the following:

1. ***General Liability*** - Two million dollars ($2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO

CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

2. ***Automobile Liability*** - One million dollars ($1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

1. The District, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.

2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation and removal of lateral support.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to the District.

5. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be disclosed in writing to and approved by the District.

6. Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by the District.

7. Munitions and Explosives Coverage (MEC) - The Developer will require their Contractor to maintain insurance that includes coverage for services and work in or around MEC, or claims, damage or injury related in any way to this Agreement which arise from MEC. The Marina Coast Water District, its officers, directors and employees and any of its authorized representatives and volunteers shall be named as additional insureds under all insurance maintained by Contractor related in any way to work performed by it on behalf of the Marina Coast Water District.

8. Builder's Risk Insurance - The Developer or the Developer's Contractor will provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified by the District, to insure against such losses until final acceptance of the work by the District. Such insurance shall include[1] explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor by the Developer shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

9. Waiver of Rights of Subrogation - The Developer will require their Contractor's insurer to waive all rights of subrogation against the District, its directors, officers, employees, or authorized volunteers.

10. Evidences of Insurance - Prior to the commencement of construction activities under this Agreement, the Developer will require their Contractor to file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative. Such evidence shall include an original copy of the additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

The Developer will require their Contractor, upon demand of the District, to deliver to the District such policy or policies of insurance and the receipts for payment of premiums thereon.

All insurance correspondence, certificates, binders, etc., shall be mailed to:

Marina Coast Water District
11 Reservation Road
Marina, CA 93933
Attn: Management Services Administrator

11. Sub-Contractors' Required Insurance Requirements - In the event that the Contractor employs sub-contractors as part of the work to be performed under this Agreement, it shall be the Developer's responsibility to require and confirm that every Contractor requires each of its sub-contractor to meet the same minimum insurance requirements specified in this Exhibit for every Contractor.

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Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-A **Meeting Date:** November 16, 2026

Prepared By: Katie Lampkin **Approved By:** Remleh Scherzinger, PE
Reviewed By: Patrick Breen

Agenda Title: Consider First Reading of Ordinance No. 66, an Ordinance Amending Title 3, Water Service System Chapter 1.04, Section 1.04.10 and Chapter 3.36, Section 3.36.030, to Adopt New Non-Functional Turf Ban and Amend Existing Conservation Ordinance and Set Public Hearing on the Ordinance

Staff Recommendation: Conduct first reading of Ordinance No. 66 approving a Non-Functional Turf (NFT) ban and updated fixture standards and set a public hearing on the Ordinance for the December 14, 2026 Board of Directors meeting.

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

Assembly Bill 1572 (AB 1572) was enacted in October 2023, prohibiting the use of potable water to irrigate nonfunctional turf on commercial, industrial, and institutional (CII) properties and on homeowners' association and common interest development common areas for the purpose of long-term water conservation and drought resilience. AB 1572 also requires the District, as a public water system, to revise its ordinances to include these requirements, and to notify its customers, no later than January 1, 2027. Chapter 3.36 of the District's Code details conservation standards, including mandatory restrictions on water waste.

Water Code Section 375 authorizes the District's Board of Directors to adopt water conservation ordinances by a majority vote after holding a public hearing. Water Codes Section 376 states that any ordinance adopted pursuant to Section 375 is effective upon adoption.

Discussion/Analysis: In accordance with AB 1572 and to meet California Green Building Code Standards, the District has prepared an ordinance to amend Title 3, Water Service System Chapter 1.04, Section 1.04.10 and Chapter 3.36, section 3.36.030.

This amendment will specifically make the following changes:

- Prohibit the use of potable water to irrigate NFT on CII properties and on HOA and common interest development common areas, phased in as follows: January 1, 2027 for properties owned by local governments, public agencies, and public water systems; January 1, 2028 for all other CII properties; January 1, 2029 for HOA common areas; and January 1, 2031 (or later, until State turf-conversion funding is available) for local public agency properties in disadvantaged communities.
- Update fixture efficiency standards in new construction, including:
    - High efficiency toilets with a flush rate of 1.28 gallons per flush (gpf)
    - Low flow showerheads with a maximum flow rate of not more than 1.8 gallons per minute (gpm)

    - Wall-mounted urinals at or less than 0.125 gpf and floor-mounted urinals at or less than 0.5 gpf
- Update fixture efficiency standards for new additions, renovations, or remodels, including:
    - High efficiency toilets with a flush rate of 1.28 gallons per flush (gpf)
    - Low flow showerheads with a maximum flow rate of not more than 1.8 gpm
    - Wall-mounted urinals at or less than 0.125 gpf and floor-mounted urinals at or less than 0.5 gpf
    - Lavatory faucets in common and public use areas at a maximum flow rate of 0.5 gpm
    - Residential lavatory faucets at a maximum flow rate of 1.2 gpm
    - Metering faucets at a maximum flow rate of 0.2 gpm
    - Kitchen faucets at a maximum flow rate of 1.8 gpm
    - Requirement for all new water fixtures to comply with the current California plumbing and energy standards/codes when more restrictive than the District's
    - Dedicated landscape water meters or submeters, isolation valves, pressure regulation, weather-based irrigation controllers, and master shut-off valves for landscapes that are being rehabilitated, are associated with the permitted work, and have an aggregate landscape area equal to or greater than 2,500 square feet
- Update fixture efficiency standards for existing hotels, motels, and apartment buildings, including:
    - Lavatory faucets in common and public use areas at a maximum flow rate of 0.5 gpm
    - Guest room and residential lavatory faucets at a maximum flow rate of 1.2 gpm
    - Metering faucets at a maximum flow rate of 0.2 gallons per cycle
    - Kitchen faucets at a maximum flow rate of 1.8 gpm
- Update fixture efficiency standards for change of ownership or use for single and multi-family properties, including:
    - High efficiency toilets with a flush rate of 1.28 gallons per flush (gpf)
    - Low flow showerheads with a maximum flow rate of not more than 1.8 gpm
    - Lavatory faucets in common areas at a maximum flow rate of 0.5 gpm
    - Lavatory faucets at a maximum flow rate of 1.2 gpm
    - Kitchen faucets at a maximum flow rate of 1.8 gpm
- Update fixture efficiency standards for change of ownership or use for CII properties, including:
    - High efficiency toilets with a flush rate of 1.28 gallons per flush (gpf)
    - Low flow showerheads with a maximum flow rate of not more than 1.8 gpm
    - Wall-mounted urinals at or less than 0.125 gpf and floor-mounted urinals at or less than 0.5 gpf
    - Lavatory faucets in common and public use areas at a maximum flow rate 0.5 gpm
    - Lavatory faucets at a maximum flow rate 0.5 gpm
    - Metering faucets at a maximum flow rate 0.2 gpm
    - Kitchen faucets at a maximum flow rate 1.8 gpm

Environmental Review Compliance: None.

Legal Counsel Review: Legal Counsel has reviewed the transmittal.

Climate Adaptation: Not applicable.

Financial Impact: _____ Yes __X____No **Funding Source/Recap:** None.

Other Considerations: None.

Material Included for Information/Consideration: Draft Ordinance No. 66

Action Required: First Reading of the proposed Ordinance

_____Resolution ___X___Motion _____Review

To set a public hearing on the Ordinance at the Board's December 14, 2026 meeting

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

MARINA COAST WATER DISTRICT
ORDINANCE NO. 66

AN ORDINANCE AMENDING TITLE 3, WATER SERVICE SYSTEM
CHAPTER 1.04, SECTION 1.04.10 AND
CHAPTER 3.36, SECTION 3.36.030

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

Section 1. Authority. This Ordinance is enacted pursuant to County Water District Law, Water Code section 30000 et seq., Water Code sections 375 and 376, and Water Code section 10608.14.

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 Water Code section 375, and will publish this ordinance as required by Water Code section 376.

B. The protection, conservation, and replenishment of the underground water supplies is one of the main functions of a County Water District. (Atchinson Etc. Ry Co. V. Kings Co. Water District, (1956) 47 Cal. 2d 140, 146). The District has the power to perform all acts necessary to carry out fully the provision of the County Water District Law (Water Code 31001), may establish rules and regulations for the distribution and use of water (Water Code 31024), may undertake a water conservation program to reduce water use (Water Code 31035), may commence and maintain actions and proceedings to prevent interference with or diminution of any natural subterranean supply of water which may (a) be used or useful for any purpose of the District, (b) be of common benefit to the land or its inhabitants, or (c) endanger the inhabitants or land (Water Code 31082), and may by ordinance require water conservation and prevent water waste (Water Code 31029.1). The ordinance may provide that violation of the ordinance is an infraction or nuisance, may provide for the recovery of costs to eliminate or mitigate the nuisance and may establish civil penalties to be assessed by a court against persons found to have committed a nuisance. (Water Code 31029.1).

   Wasteful water use practices in the area served by the District constitute a potential threat to, and an unacceptable diminution of the District's underground water supplies. The prevention of water waste is an economically and environmentally feasible way to protect, conserve and prevent unacceptable diminution of the District's underground water supplies.

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 1.04.10 and 3.36.030.

Section 4. General Provisions. Chapters 1.04 and 3.36 are hereby amended to read as follows:

Section 1.04.10 Definitions.

The following words and phrases, whenever used in this code, shall be construed as defined in this section unless from the context a different meaning is intended or unless a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

Additional Definitions. For the purpose of this title, additional terms shall have the meaning indicated in Chapter 1 of the Uniform Plumbing Code.

"Air-gap separation" means a physical break between a supply pipe and a receiving vessel. The air- gap shall be at least double the diameter of the supply pipe measured vertically above the top rim of the vessel, and in no case less than two inches.

"Annexation fee" means the fee imposed as a condition of annexing areas outside present district boundaries, to pay the district's costs of annexing the property to the district. Such costs include, but are not limited to, professional fees (engineering, legal, accounting, financial consultants, etc.) and the district's administrative costs.

"Applicant" means the person or agent of the property of record making application for water service or a permit for a sewer or plumbing installation and shall be the owner of premises to be served by the water and sewer connection for which a permit is requested or his authorized agent or any other water user requesting a service from the district for which there is a fee or charge.

"Approved." Whenever the words approved, unapproved, as directed, satisfactory or words of like import are used, it shall be understood that the meaning is "approved by the district," "as directed by the district," etc.

"Approved backflow prevention device" means devices which have passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated its competency to perform such tests to the California Department of Health Services.

"Approved water supply" means any water supply whose potability is regulated by a state or local health agency.

"Automatic shutoff nozzle" means a water release mechanism securely affixed to the end of a water hose. It requires the person using the hose to apply and maintain pressure at the outlet end of the hose to activate and maintain the flow of water, and shuts off immediately when such pressure is released.

"Auxiliary supply" means any water supply on or available to the premises other than the approved water supply.

"Available to existing water users." Recycled water is deemed available to existing water users when the Marina Coast Water District has provided a service lateral from the recycled water system to the property line and has installed a water meter for the recycled water to be used on the property.

"Available to new water users." Recycled water is deemed available to new water users when the distance between the nearest recycled water line and the near edge of the parcel is less than the following distance: twenty-five feet plus the distance between the nearest potable water main and the near edge of the parcel.

"AWWA standard" means an official standard developed and approved by the American Water Works Association (AWWA).

"Backflow" means a flow condition, caused by a differential in pressure, that causes the flow of water or other liquids, gases, mixtures or substances into the distributing pipes of a potable supply of water from any source or sources other than an approved water supply source. Back siphonage and back pressure are the causes of backflow.

"Board" means the board of directors of the Marina Coast Water District.

"Building" means any structure used for human habitation or a place of business, recreation or other purpose, containing sanitary facilities.

"Building sewer" means that portion of any sewer beginning two feet outside the foundation wall of any building or industrial facility and running to the property line or to a private sewage disposal system.

"Capacity charge" means contribution toward existing or future capital improvements, for facilities in existence at the time the charge is imposed or charges for new facilities to be constructed and operated in the future which are of benefit to the person or property being charged. Capacity charges shall apply to the expansion, extension, and increased utilization of any service connection where use of the service or demand on the district's system increases.

“CII” refers to commercial water users, industrial water users, and institutional water users as defined in Water Code, section 10608.12, subdivisions (f), (p), and (q), respectively.

"Change of ownership" means a transfer of a present interest in the property, and a transfer of the right to beneficial use thereof, the value of which is substantially equal to the value of the fee interest, regardless of whether such transfer is voluntary, involuntary, or by operation of law, court order, grant, gift, devise, inheritance, trust, contract of sale, addition or deletion of an owner, property settlement, or any other means.

"Change of use" means a change from one use to another use as uses are categorized in the district code for all service connections.

"Commercial service" means provision of water to premises where the customer is engaged in trade, including any person engaging in business or transient-residential businesses from a service connection. Schools, public or private, nonprofit institutions, and governmental entities shall be considered commercial service.

“Common area” means that portion of a common interest development or of a property owned or managed by a homeowners' association or a community service organization or similar entity that is not assigned or allocated to the exclusive use of the occupants of an individual dwelling unit within the property, as defined in Water Code, section 10608.12, subdivision (g).

“Common interest development” has the same meaning as in Section 4100 of the Civil Code, as defined in Water Code section 10608.12, subdivision (h).

“Community service organization or similar entity” has the same meaning as in Section 4110 of the Civil Code, as defined in Water Code section 10608.12, subdivision (i).

“Community space” means an area designated by a property owner or a governmental agency to accommodate human foot traffic for civic, ceremonial, or other community events or social gatherings, as defined in Water Code section 10608.12, subdivision (j).

"Condominium" means an individual, separately owned unit within a condominium project.

"Condominium project" means any or all of the following:

1. Two or more proposed condominiums, as defined in Section 783 of the California Civil Code;
2. The entire parcel of real property divided, or to be divided, into condominiums, including all existing or proposed structures therein;
3. A community apartment project, as defined in Section 11004 of the Business and Professions Code, containing two or more rights of exclusive occupancy;
4. A planned development, as defined in Section 11003 of the Business and Professions Code, containing two or more rights of exclusive occupancy;
5. A stock cooperative, as defined in Section 11003.2 of the Business and Professions Code, containing two or more rights of exclusive occupancy.

"Connection fees" means all fees and charges, but not including capacity charges, to reimburse the district for its actual costs of connecting a user of water or sewer services to the district's water or sewer system.

"Contamination" means a degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health, or which may impair the usefulness or quality of the water.

"Contractor" means an individual, firm, corporation, partnership or association duly licensed by the state to perform the type of work to be done under the permit.

"County" means the county of Monterey, California.

"Cross-connection" means any unprotected actual or potential connection between a potable water system used to supply water for drinking purposes and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross-connections.

"Customer" means an individual or agency of record receiving water service from the utility.

"Date of presentation" means the date upon which a bill of notice is mailed or delivered personally to the customer.

"Depositor" means a person, firm, corporation or agency paying cash to the district to guarantee payment for water and/or services to be received from the district.

"Developer" means a person having the right under the applicable laws and regulations governing land use within the area served by the district to make application for governmental approvals to change the use of or the improvements on real property served by the district.

“Disadvantaged community” means a community with an annual median household income that is less than 80 percent of the statewide annual median household income, as defined in Water Code section 10608.12, subdivision (l). For purposes of section 3.36.030(B)(4),

whether a property is located in a disadvantaged community shall be determined as provided in section 3.36.030(B)(4)(e).

"District" means the Marina Coast Water District or the area within the territorial limits of the Marina Coast Water District and such territory outside the district boundaries over which the district has jurisdiction or control by virtue of any constitutional or statutory provision.

"District engineer" means the engineer employed by the district and shall be a registered civil engineer in the state.

"District inspector" means the plan check engineer or designee acting under the direction of the district engineer.

"Double check valve assembly" means an assembly of at least two independently acting check valves including tightly closing shutoff valves on each side of the check valve assembly and test cocks available for testing the watertightness of each check valve.

"Dwelling unit" means one room, or a suite of two or more rooms, designed for, intended for or used by one household, which household lives, sleeps and cooks therein, and which unit has only one kitchen or kitchenette and at least one bathroom. Dwelling units may be single-family homes or portions of multifamily homes (such as duplexes, triplexes, or apartments).

"Equivalent dwelling unit (EDU)" means a measurement of demand on district facilities equivalent to a typical single-family dwelling. For water, one EDU equals the amount of water used by one single-family, residential dwelling unit, defined as 0.33 acre-foot of water per year. For sewer, one EDU equals the daily flow, discharged by a typical, single-family dwelling unit. The general manager may develop and maintain a schedule of equivalent uses, to establish the number of EDU's for different users of water and sewer service for purposes of this title. Any such schedule and change thereto shall be approved bythe board.

"Existing water user" means the owner, or agent of the owner, of a parcel of land that is being, or has been, provided potable water service by the Marina Coast Water District.

"Fixture unit" means a unit in terms of which the load producing effects of the plumbing system is measured. Fixture units shall be as listed in Table 4-1 of the Uniform Plumbing Code.

"Food service establishment" means an establishment that prepares and/or sells food for consumption either on or off the premises, including, but not limited to, restaurants, sandwich shops, delicatessens, bakeries or pizzerias. The term, as used in this chapter, does not refer to food stores or establishments that do not prepare food on premises or process food in a manner so as to contribute grease to the sewer system.

“Functional turf” means a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf, as defined in Water Code section 10608.12, subdivision (m).

"Garbage" means solid wastes from the preparation, cooking and dispensing of food and from the handling, storage and sale of produce.

"General manager" means the person designated by the board of directors to act as general manager of the district.

"Grease interceptor" means a device designed and installed to separate and retain deleterious, hazardous or undesirable matter from normal wastes and to permit normal sewage or liquid wastes to discharge into the disposal terminal by gravity.

"Grease trap" means a device designed to retain grease from one to a maximum of four fixtures. "Health agency" means the California Department of Health Services or the local health agency with respect to a small water system.

“Homeowners’ association” means an “association” as defined in Section 4080 of the Civil Code, per Water Code section 10608.12, subdivision (o).

"Hot water recirculating system" means a system of pipes with a motor-driven pump or convection system that recirculates water between the hot water heater and hot water faucets, so that substantially all the cold water standing in the pipes will be returned to the water heater and reheated before the faucet is turned on. The pump may be turned on and off by a manually operated switch, by a timer-operated switch, or otherwise, or may be left permanently on. The entire pipe in the recirculating loop shall be insulated with insulating material in accordance with Title 24 of the California Code of Regulations.

"Industrial service" means provision of water to premises engaged in manufacture, assembly, processing or development of products.

"In-tract facilities" means all system components and appurtenances, including, without limitation, easements, wells, tanks, pumping stations, water treatment and filter plants, storage facilities, mains and other pipelines, pressure enhancement and reduction facilities, connectors, valves, fittings, fire hydrants and service stubs, exclusive of individual service connections and meters, located within the boundaries of a tract and necessary to provide service to the tract in accordance with applicable laws and regulations.

"Lateral sewer" means the portion of a sewer lying within a public street connecting a building sewer to the main sewer.

"Law" denotes applicable federal law, the Constitution and statutes of the state, the ordinances of the Marina Coast Water District, and, when appropriate, any and all rules and regulations which may be promulgated thereunder.

"Local health agency" means the county or city health authority.

"Main sewer" means a public sewer designed to accommodate more than one lateral sewer.

"Mains" means distribution pipelines located in streets, highways, public ways or private rights-of-way that are used to serve the general public.

"Master meter" means a device for measuring water consumption by a commercial or industrial customer of the district, usually serving a series of individual consumers such as a mobile home park or apartment complex.

“May” is permissive.

“Month” means a calendar month.

“Must” and “shall” are each mandatory.

"New addition" means additional space attached to an already existing structure.

"New construction" means any construction of a previously non-existent structure requiring a discretionary or ministerial permit issued after the effective date of this ordinance. "New construction" shall also include additions, modifications or structural improvements which add square footage to floor space of existing structures.

"New water user" means an applicant who requests one or more service connections be provided to one or more parcels of land which have never been served potable water or recycled wastewater from the Marina Coast Water District.

“Non-functional turf” or “nonfunctional turf” means any turf that is not functional turf, and includes turf located within street rights-of-way and parking lots, as defined in Water Code section 10608.12, subdivision (u).

"Non-residential" means all classes of service other than for residential.

"Observation well" means any artificial excavation constructed by any method for the purpose of monitoring fluctuations in groundwater levels, quality of underground waters, or the concentration of contaminants in underground waters.

"Out of tract facilities" means all system components and appurtenances necessary to connect in-tract facilities with the district's main system and to provide service to a tract.

"Outside sewer" means a sanitary sewer beyond the limits of the district.

"Overdraft" means the condition of a groundwater basin where the amount of water withdrawn by pumping exceeds the amount of water replenishing the basin over an extended period of time, or where the amount of water withdrawn by pumping results in an unacceptable degradation of groundwater quality within the basin.

"Owner," applied to a building or land, means and includes any part owner, joint owner, tenant in common, joint tenant, tenant by the entirety, of the whole or a part of such building or land.

"Parcel" means any unit of land which qualifies as a parcel or lot under the Subdivision Map Act, and shall include all units of land: (1) which are contiguous to any other parcel (or are separated only by a road or easement), and (2) for which there is unity of ownership, and (3) which have an identical present use. The term "parcel" shall be given the same meaning as the term "site".

"Permit" means any written authorization required pursuant to this or any other regulation of the district for the installation of any water or sewer works.

"Person" means any human being, individual, firm, company, partnership, association and private or public and municipal corporations, the United States of America, the state, districts and all political subdivisions, governmental agencies and mandatories thereof.

"Personal property" means and includes money, goods, chattels, things in action and evidences of debt.

"Plumbing system" means all plumbing fixtures and traps, or soil, waste, special waste and vent pipes, and all sanitary sewer pipes within a building and extending to the building sewer connection two feet outside the building wall.

"Potable water" means water that meets all state and federal requirements for human consumption without threat to health or safety.

"Preceding" and "following" means next before and next after, respectively.

"Premises" means any and all areas on a water user's property, which are served or have the potential to be served by the public water system.

"Private fire service" means provision of water to fire hydrants or fire suppression systems located on private property.

"Private sewer" means a sewer serving an independent sewage disposal system not connected with a public sewer and which accommodates one or more buildings or industries.

"Property" means and includes real and personal property.

"Public customers" means any municipal corporation or other governmental entity existing under the laws of the United States of America or the state of California, served by the district.

"Public fire protection" means facilities provided for the Marina fire district.

"Public sewer" means a sewer lying within a street, alley, easement or public right-of-way.

"Public water system" means a system for the provision of piped water to the public for human consumption that has five or more service connections or regularly serves an average of twenty-five individuals daily at least sixty days out of the year.

"Quasi-public entities" include educational institutions, churches, recreational facilities open to the public, and other similar commercial service entities designated as "quasi-public" by the general manager.

"Rate and fee schedules" means the effective rates, fees, rentals, charges, and regulations, as set forth by the district.

"Real property" means and includes parcel of land and tenements.

“Recreational use area” means an area designated by a property owner or governmental agency to accommodate human foot traffic for recreation, including, but not limited to, sports fields, golf courses, playgrounds, picnic grounds, or pet exercise areas. This recreation may be either formal or informal, per Water Code section 10608.12 subdivision (aa).

"Recycled water" means a wastewater, which, as a result of treatment, is suitable for uses other than potable use. "Reclaimed water" or "water recycling" has the same meaning as recycled water as defined in subdivision (N) of the section 13050 of the California Water Code.

"Reduced-pressure principle backflow prevention device" means a device incorporating two or more check valves and an automatically operating differential relief valve located between the two checks, a tightly closing shut-off valve on each side of the check valve assembly, and equipped with necessary test cocks for testing.

"Residential service" means provision of water for household residential purposes, including water for sprinkling lawns, gardens and shrubbery; watering livestock; washing vehicles; and other similar and customary purposes.

"Sanitary sewer" means a sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

"Sanitation pipes" means pipes which are part of a sanitary sewer.

"Sewage" means a combination of water-carried wastes from residences, business buildings, institutions and industrial establishments.

"Sewage works" means all facilities for collecting, pumping, treating and disposing of sewage.

"Sewer" means a pipe or conduit for carrying sewage.

"Sewer service connection" means to uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenances thereof from a specified place of service to a parcel of land.

"Shallow well" defined as a well no deeper than one hundred feet below ground surface which may be constructed for nonpotable purposes.

"Shutoff nozzle" means a water release mechanism ("nozzle") securely affixed to the end of a water hose which enables the user of the hose to control the flow of water in the hose,

including stopping the flow of water completely and securely, by a lever or mechanical device in the nozzle.

"Side sewer" means the sewer line beginning two feet outside the foundation wall of any building and terminating at the main sewer and includes the building sewer and lateral sewer together.

"State" means the state of California.

"Storm sewer" or "storm drain" means a sewer, which carries storm and surface or ground waters and drainage but excludes sewage and polluted industrial wastes.

"Street" means and includes all streets, highways, avenues, lanes, alleys, courts, places, squares, curbs, public easement or right-of-way, or other public ways in this district which have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this state.

"Submeter" means a meter or series of meters installed downstream from a master meter in order to determine water consumption in individual buildings and/or units. Such submeters may or may not be under the ownership of the district and subject to district operation and maintenance.

"Temporary water service" means provision of water either for human consumption for a period not exceeding six months or water from potable, recycled or non-Title 22 sources for construction work or similar uses that because of their nature will not be used steadily or permanently.

"Tenant" and "occupant," applied to a building or land, mean and include any person who occupies the whole or a part of such building or land, whether alone or with others.

"Time-share development" means a time-share project as defined in Section 11003.5(a) of the Business and Professions Code.

"Time-share unit" means a time-share estate and/or a time-share use as defined in Sections 11003.5(b) and (c) of the Business and Professions Code.

"Tract" means any parcel of land authorized for development by Monterey County or any city within which the district provides service.

"Transient-residential" means every person engaged in the business of operating a hotel, motel, bed and breakfast, time-share, recreational vehicle park or any other similar rented temporary living facilities.

“Turf” has the same meaning as defined in Section 491 of Title 23 of the California Code of Regulations, per Water Code section 10608.12, subdivision (ae).

"Water service connection" means the water or recycled water pipe, valves and other facilities by means of which the utility conducts water or recycled water from its distribution mains to the meter and meter box located at a specified place of delivery of water to a parcel of land.

"Water supplier" means the person who owns or operates the public water system.

"Water supply assessment" means the assessment required by Section 10910 of the California Water Code.

"Water supply verification" means the verification required by Section 66473.7 of the California Government Code.

“Water user” means any person obtaining water from a public water supply system.

“Water waste” means the indiscriminate, unreasonable, or excessive use of potable water.

"Written" means and includes printed, typewritten, mimeographed, multigraphed or otherwise reproduced in permanent visible form.

"Xeriscape" means the use of drought-tolerant, low-water-use plants in landscaping. Drought-tolerant plants are those which can survive on little or no water other than available rainfall.

"Year" means a calendar year.

3.36.030 Mandatory restrictions on water waste.

A. Repair of Plumbing, Sprinkler and Irrigation System. Any owner, manager, or person responsible for the day-to-day operation of any premises shall within seventy-two hours after such person first learns of such leaks, breaks, or defects, initiate steps to repair any leaking, broken or defective water pipes, faucets, plumbing fixtures, other water service appliances, sprinklers, watering or irrigation systems, or distribution systems which cause or may cause water waste and shall thereafter diligently and promptly pursue such repair work to completion, unless a variance is obtained from the district.

B. Watering/Irrigation.

1. No person shall water grass, lawns, groundcover, shrubbery, and open ground between the hours of ten a.m. and five p.m. except as provided below:

    a. Persons may water between the hours of ten a.m. and five p.m. using any of the following three methods:

        i. Drip irrigation;

        ii. By hand, using a bucket; and/or

        iii. By hand, using a hose with an automatic shutoff nozzle.

    b. The general manager may grant an administrative variance for methods other than those included in subsection (B)(1)(a) of this section if:

        i. The person requesting the variance is now using, or will use as a condition to the granting of the variance, water-conserving irrigation practices approved by the general manager that minimize water evaporation losses, and that assure that no substantial amount of water is permitted to run off the area of application. Recycled water use shall be in accordance with Chapter 4.28, Recycled Water, of this code.

        ii. As a condition of granting a variance, the general manager may require the water user to post, at locations conspicuous to view, notices of the variance.

    c. In lieu of granting a variance, the general manager may, at his/her discretion, refer a variance request directly to the board for its decision.

2. No person shall allow grass, lawns, groundcover, shrubbery, and open ground to be watered at any time while it is raining.

3. No person shall use, suffer, or permit the use of water for agricultural irrigation in a manner or to an extent which substantially conflicts with or deviates from best management practices in the county of Monterey or which allows water to run to waste.

4. Nonfunctional Turf. No person shall use, suffer, or permit the use of potable water, as defined in Water Code section 10608.12, subdivision (x), for the irrigation of

nonfunctional turf located on commercial, industrial, or institutional property, other than a cemetery, or on the common areas of property of a homeowners' association, common interest development, or community service organization or similar entity, beginning on the following dates:

a. All properties owned by the State of California Department of General Services, and all properties owned by local governments, local or regional public agencies, and public water systems, except those described in subparagraph (d), beginning January 1, 2027 (Wat. Code, section 10608.14, subdivision (a)(1), (2));

b. All other institutional properties and all commercial and industrial properties, beginning January 1, 2028 (Water Code section 10608.14, subdivision (a)(3));

c. All common areas of properties of homeowners' associations, common interest developments, and community service organizations or similar entities, beginning January 1, 2029 (Water Code section 10608.14, subdivision (a)(4)); and

d. All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later (Water Code section 10608.14, subdivision (a)(5)).

e. For purposes of subparagraph (d), a property is located in a disadvantaged community if the property is located within a census tract or block group designated as a disadvantaged community, as defined in Water Code section 10608.12, subdivision (l).

f. This prohibition does not apply to the use of potable water to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need. (Water Code section 10608.14, subdivision (b).)

g. This prohibition does not restrict the use of recycled water, as defined in Water Code section 10608.12, subdivision (ab), or other non-potable water for the irrigation of nonfunctional turf. Recycled water use shall be in accordance with Chapter 4.28, Recycled Water, of this code.

h. Any compliance date in this subsection shall be deemed extended for a person, institution, or business to the extent the State Water Resources Control Board postpones that date pursuant to Water Code section 10608.14, subdivision (c).

C. Washing of Vehicles. No person shall use a water hose to wash any car, truck, boat, trailer, bus, recreational vehicle, camper, aircraft, tractor, or any other vehicle, or any portion thereof, unless the hose is equipped with an automatic shutoff nozzle.

D. Cleaning of Structures. No person shall use water through a hose to clean the exterior of any building or structure unless such hose is equipped with a shutoff nozzle.

E. Cleaning of Surfaces. No person shall use water through a hose to clean any sidewalk, driveway, roadway, parking lot, or any other outdoor paved or hard surfaced area, except where necessary to protect public health or safety. The use of water from a bucket for cleaning food, grease, oil, or other stains or spillage from surfaces is permissible.

F. Water Spillage. No person shall cause, suffer, or permit water to spill into streets, curbs, or gutters. No person shall use any water in any manner that results in runoff beyond the immediate area of use. Every person is deemed to have under his/her control at all times

his/her water distribution lines and facilities, and to know the manner and extent of his/her water use and excess runoff.

G. Swimming Pools and Spas. No person shall empty and refill a swimming pool or spa except to prevent or repair structural damage or to comply with public health regulations. All pools and spas shall be covered to prevent evaporative losses when not in use.

H. Fountains. No person shall use water to operate or maintain levels in decorative fountains, unless such water is recirculated in the fountain.

I. Visitor-Serving Facilities. The owner and manager of each hotel, motel, restaurant, convention and other visitor-serving facility shall ensure that such facility displays, in places visible to all customers, placards or decals approved by the district, promoting public awareness of the need for water conservation and/or advising the public that waste of water is prohibited.

J. Public and Quasi-Public Entities. All public and quasi-public entities shall display, in visible locations in all restrooms, kitchens, and dining areas, placards or decals approved by the district, promoting public awareness of the need for water conservation and/or advising the public that waste of water is prohibited. Placement of placards or decals by a quasi-public entity of a type not specifically mentioned in this chapter shall not be required unless the general manager gives written notice to the entity that this chapter is applicable to the entity so notified and that placement of placards or decals is required.

K. Restaurants. Restaurants in the district shall not serve water to restaurant customers, except upon request of the customer.

L. Commercial Car Washes. No person in charge of the operation of any commercial car wash facility shall suffer or permit the washing of any boat or vehicle in such facility or on its premises, other than by the following methods:

1. Use of mechanical automatic car wash facilities utilizing water-recycling equipment;
2. Use of a hose that operates on a timer for limited time periods and shuts off automatically at the expiration of the time period;
3. Use of a hose equipped with an automatic shutoff nozzle; and/or
4. Use of bucket and hand washing.

M. Construction.

1. No potable water may be used for compacting or dust control purposes in construction activities where there is a reasonably available source of recycled or other nonpotable water approved by the California State Department of Health Services and appropriate for such use.
2. All water hoses used in connection with any construction activities shall be equipped with an automatic shutoff nozzle when an automatic shutoff nozzle can be purchased or otherwise obtained for the size or type of hose in use.

N. Use of Hydrants. No person may tap into any fire hydrant for any purpose other than fire suppression or emergency aid, without first obtaining written approval from the district engineer or his/her designee.

O. Agricultural Dust Control. No potable water may be used for dust control purposes in agricultural activities where there is a reasonably available source of recycled or other nonpotable water appropriate for such use. Recycled water use shall be in accordance with Chapter 4.28, Recycled Water, of this code.

P. Maintenance/Training. No person shall use water for routine water system flushing for normal maintenance, routine sewer system flushing for normal maintenance, and/or fire personnel training except as approved in advance in writing by the general manager, district engineer, or his/her designee.

Q. Indiscriminate Use. No person shall cause, suffer, or permit the indiscriminate running of water not otherwise prohibited above which is wasteful and without reasonable purpose.

R. Public Health and Safety. These regulations shall not be construed to limit water use which is immediately necessary to protect public health or safety.

S. New Construction.

1. In all new construction, the following applies:

    a. Only high efficiency toilets (HET) or ultra-high efficiency toilets (UHET) with a maximum flush volume of 1.28 gallons per flush or less that meet the district's standard specifications shall be installed. Dual flush toilets may qualify as HET. No toilet at or above 1.6 gallons per flush will be installed.

    b. There shall be one control valve, or one set of hot and cold valves required for each low flow showerhead which shall have a maximum flow rate of not more than 1.8 gallons per minute. Showerheads shall be certified to the performance criteria of the U.S. EPA and WaterSense specification for showerheads.

    c. A hot water recirculation system or point-of-use hot water heater shall supply water to hot water fixtures further than ten linear feet of pipe away from the hot water heater.

    d. All urinals installed will be wall-mounted urinals at or less than 0.125 gallons per flush and floor-mounted urinals at or less than 0.5 gallons per flush, in that they shall not use water to flush waste.

    e. All new water fixtures shall comply with current California plumbing and energy standards/codes when more restrictive than the District’s.

2. All new construction shall conform with district's standard specifications for landscaping and irrigation systems and the requirements of the state of California Model Landscape Ordinance, Title 23, Division 2, California Code of Regulations Chapter 2.7 or applicable local ordinances superseding the state ordinance.

T. New Additions, Renovations, or Remodels. This subsection includes, but is not limited to, projects in which the replacement or addition of plumbing fixtures is included.

1. All new additions, renovations, or remodels that involve any plumbing fixture additions and require district review and approval must install:

    a. High efficiency toilets (HET), ultra-high efficiency toilets (UHET) with a maximum flush volume of 1.28 gallons per flush or less, or wall-mounted urinals at or less than 0.125 gallons per flush and floor-mounted urinals at or less than 0.5 gallons per flush (in place of water use urinals);

    b. Showerheads with a maximum flow capacity of not more than 1.8 gallons per minute. Showerheads shall be certified to the performance criteria of the U.S. EPA and WaterSense specification for showerheads; and

    c. New additions, renovations, or remodels must also include the replacement or retrofitting of all existing toilets and showerheads with WaterSense showerheads, HET's or UHET’s; and,

d. Faucets shall be replaced or retrofitted to flow at the following maximum flow rates:

i. Lavatory faucets in common and public use areas – 0.5 gallons per minute

ii. Residential lavatory faucets – 1.2 gallons per minute

iii. Metering faucets – 0.2 gallons per minute

iv. Kitchen faucets – 1.8 gallons per minute

e. All new water fixtures shall comply with the current California plumbing and energy standards/codes when more restrictive than the District's.

f. Dedicated landscape water meters or submeters, isolation valves, pressure regulation, weather-based irrigation controllers, and master shut-off valves for landscapes that are being rehabilitated, are associated with the permitted work, and have an aggregate landscape area equal to or greater than 2,500 square feet.

2. All renovations/remodels that do not require plan checks by the district but do involve a change in a toilet must replace at least that toilet with an ULFT or an HET. All renovations/remodels that do not require plan checks by the district but do involve the change of a showerhead must replace at least that showerhead with a WaterSense certified showerhead.

U. Retrofitting Existing Hotels/Motels and Apartment Buildings. All existing hotels/motels, and apartment buildings shall, within six and twelve months, respectively, following the effective date of the ordinance codified in this chapter, be retrofitted with WaterSense certified showerheads. Faucets shall be replaced or retrofitted to flow at the following maximum flow rates:

1. Lavatory faucets in common and public use areas – 0.5 gallons per minute

2. Guest room and residential lavatory faucets – 1.2 gallons per minute

3. Metering faucets – 0.2 gallons per cycle

4. Kitchen faucets – 1.8 gallons per minute

V. Retrofitting Upon Change of Ownership or Use.

1. Upon change of ownership or use, all existing single-family and multi-family residential structures shall be retrofitted, if not already so, with HET's or UHET's with a maximum flush volume of 1.28 gallons per flush or less, and WaterSense certified showerheads with a maximum flow capacity not more than 1.8 gallons per minute. Faucets shall be replaced or retrofitted to flow at the following maximum flow rates:.

a. Lavatory faucets in common areas – 0.5 gallons per minute

b. Residential lavatory faucets – 1.2 gallons per minute

c. Residential kitchen faucets – 1.8 gallons per minute

2. Upon change of ownership or use, all existing commercial, institutional, and industrial structures shall be retrofitted, if not already so, with HET's or UHET's with a maximum flush volume of 1.28 gallons per flush or less, and WaterSense certified showerheads with a maximum flow capacity not more than 1.8 gallons per minute. High efficiency clothes washing machines using a maximum of 8.5 gallons of water per cubic foot of laundry shall also be utilized. All urinals will be retrofitted to wall-mounted urinals at or less than 0.125 gallons per flush and floor-mounted urinals at or less than 0.5 gallons

per flush. Faucets shall be replaced or retrofitted to flow at the following maximum flow rates:

a. Lavatory faucets in common and public use areas – 0.5 gallons per minute

b. Lavatory faucets - 0.5 gallons per minute

c. Metering faucets - 0.2 gallons per minute

d. Kitchen faucets – 1.8 gallons per minute

3. All replacement water fixtures shall comply with current California plumbing and energy standards/codes when more restrictive than the District's.

W. Metering.

1. All water use shall be metered unless it is used by authorized persons for public health and safety issues or if that use is otherwise recognized by the district.

2. New Construction.

a. Newly constructed multifamily dwelling units, including condominiums, and detached dwelling units will be metered individually as of the effective date of the ordinance codified in this chapter.

b. Newly constructed motel/hotel units of less than one thousand square feet will be exempt from the requirement to individually meter.

c. Newly constructed hotel/motel units greater than or equal to one thousand square feet shall be separately metered.

d. Newly constructed time-share units will be separately metered.

3. Conversion of Existing Structures. The following existing units shall be individually metered upon conversion:

a. Multifamily units converted into condominiums or time-share units;

b. Motel/hotel units converted into multifamily units, time-share units or condominiums;

c. Time-share units converted into multifamily units, condominiums or motel/hotel units;

d. Condominium units converted into multifamily units, time-share units or motel/hotel units;

e. Detached garages or other non-dwelling structures converted into dwelling units.

4. Other Multifamily Water Uses. All other uses within multifamily dwelling complexes, such as irrigation systems and laundry rooms, shall be metered separately, subject to the approval of the district engineer or his/her designee.

5. Meter Location. Meters shall be located at the property boundary or the public utility easement. Exact meter locations are subject to district engineer approval or his/her designee.

6. Meter Type and Size. The district shall approve the size and type of meters required. The owner shall pay for the meters and construct their connections in accordance with the district's standard specifications.

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 immediately upon adoption pursuant to Water Code section 376 (a).

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. 66 was adopted and approved by the Board of Directors at their regular meeting on December 14, 2026.

_____
Remleh Scherzinger, Secretary

Return to Agenda

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-B **Meeting Date:** November 16, 2026

Prepared By: Charly Liscomb **Approved By:** Remleh Scherzinger, PE
Reviewed By: Patrick Breen

Agenda Title: Adopt Resolution No. 2026-71 Authorizing the General Manager to Divide 2840 4th Avenue by Execution of a Deed and Acceptance of an Interest in Real Property Pursuant to Government Code Section 27281

Staff Recommendation: Adopt Resolution No. 2026-71 authorizing the General Manager to divide District owned property located at 2840 4th Avenue in Marina by accepting and consenting to the recordation of a deed and grant conveying interests in real property to the District, and execute Certificate of Acceptance for that purpose, pursuant to Government Code section 27281.

Background: *Strategic Plan, Goal No. 4.1 – A comprehensive plan guides long-term, cost-effective renewal, replacement, usage, and development of District facilities and properties.*

The District owns roughly 10 acres of property located at 2840 4th Avenue in Marina, California, which currently houses the District's Operations and Maintenance Department.

Located along the northwestern edge of the property, facing California Avenue, there is a historic military building that was a part of the "Fort Ord Station Veterinary Hospital", which is listed on the National Register of Historical Places in Monterey County. The National Register provides the following historical description of the facility: "Fort Ord Station Veterinary Hospital was built in January 1941. Located where the mild climate and varied terrain provided a peerless training ground, Fort Ord Station symbolizes the final years of the war horse." The presence of this historic building provides an opportunity for the District to evaluate future property management options while maintaining the operational use of the remaining property.

Discussion/Analysis: The proposed subdivision would separate the portion of the District's property containing the former military building from the larger parcel to provide greater flexibility for future real estate transactions, including a potential sale, exchange, or other disposition. Both parcels will remain under District ownership following the proposed subdivision.

The District's division of the property into two separate legal parcels is intended to facilitate future property management, planning and potential disposition. The resulting parcels will be 15,000 square feet (.344 acres) and 10.456 acres. The parcel division will be done by the recordation of a single deed.

Government Code section 27281 provides that a deed or grant conveying an interest in real property to a governmental agency may not be accepted for recordation without the agency's consent, and permits the agency's governing body, by general resolution, to authorize one or more officers or agents to accept and consent to such deeds or grants.

Resolution No. 2026-71 allows the Geneal Manager to execute the deed creating two parcels and submit a certificate of acceptance per Gov'. Code §27281.

Environmental Review Compliance: None.

Legal Counsel Review: Legal Counsel has reviewed the transmittal.

Climate Adaptation: Not applicable.

Financial Impact: __X__ Yes ____No **Funding Source/Recap:** None.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2026-71; Form Certificate of Acceptance (Exhibit A to Resolution).

Action Required: __X____Resolution _____Motion _____Review

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

November 16, 2026

Resolution No. 2026-71
Resolution of the Board of Directors
Marina Coast Water District
Authorizing the General Manager to Accept Interests in Real Property Pursuant to
Government Code Section 27281 and to
Execute Deed Conveying District Interests in Real Property

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 November 16, 2026 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 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, 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, on May 18, 2020, the Directors of the District accepted the Water, Sewer and Recycled Water Master Plans; and,

WHEREAS, Section 27281 of the California Government Code provides that a governmental agency like the District, by a general resolution, may authorize one or more officers or agents to accept and consent to deeds or grants of interests or easements in real property, to permit recording of a deed or grant; and,

WHEREAS, the District owns real property located at 2840 4th Avenue, Marina, CA 93933, identified as Assessor's Parcel Number (APN) 031-251-066-000; and,

WHEREAS, the District desires to divide the existing property into two separate legal parcels to facilitate future property management, planning, and potential disposition; and,

WHEREAS, the District proposes to divide the existing property into two separate parcels, consisting of approximately 15,000 square feet (.344 acres) and 10.456 acres, respectively, both of which will remain under District ownership following completion of the parcel division; and,

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

1. adopt Resolution No. 2026-71 to Accept Interests in Real Property Pursuant to Government Code Section 27281 and to Execute Deed Conveying District Interests in Real Property

2. authorize the proposed division of the District-owned property identified as APN 031-251-066-000 into two separate parcels consisting of approximately 15,000 square feet and 10.456 acres, substantially consistent with Exhibit A.

3. 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 November 16, 2026, 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. 2026-71 adopted November 16, 2026.

_____
Remleh Scherzinger, Secretary

LEGAL DESCRIPTION
AREA TO BE CONVEYED

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

Being a portion of Parcel 1, as shown on that certain map filed in Volume 27 of Surveys at Page 130, in the Records of said County, more particularly described as follows:

Beginning at the southeasterly corner of said Parcel 1; thence along the southerly boundary of said Parcel 1

1. North 72°39'23" West, 63.56 feet; thence departing said southerly boundary
2. North 16°51'19" East, 236.00 feet; thence
3. South 72°39'23" East, 63.56 feet to a point on the easterly boundary of said Parcel 1; thence along said easterly boundary
4. South 16°51'19" West, 236.00 feet to the POINT OF BEGINNING.

Containing an area of 15,000 square feet, more or less.

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

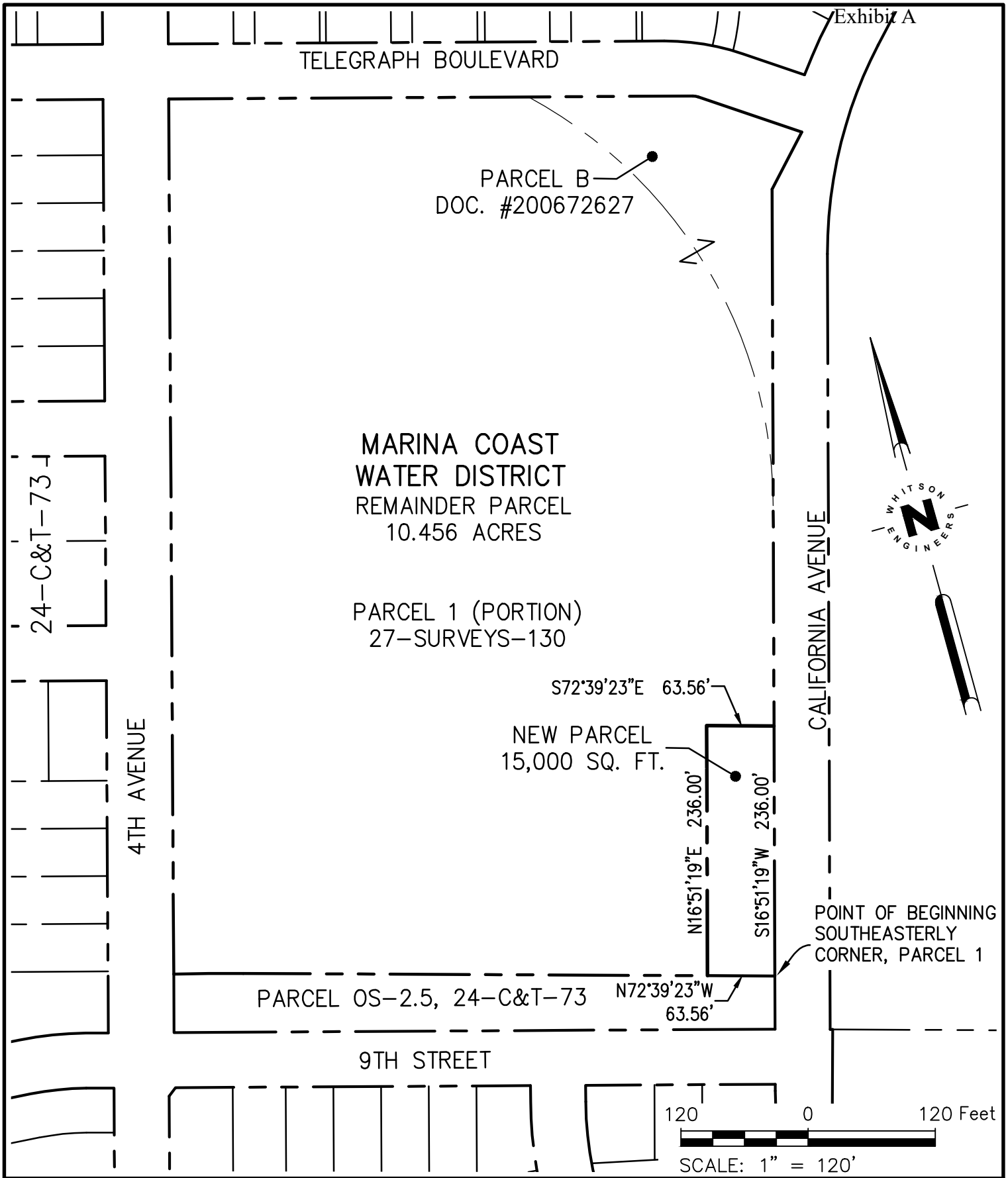
END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

9/18/2026
RICHARD P. WEBER P.L.S. DATE
L.S. NO. 8002
Job No.: 4772.03



Exhibit A



PLAT TO ACCOMPANY DESCRIPTION

PARCEL CONVEYANCE

A PORTION OF PARCEL 1

VOLUME 27, SURVEYS, PAGE 130

CITY OF MARINA, COUNTY OF MONTEREY

SEPTEMBER 2026

Whitson ENGINEERS

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

T:\Monterey Projects\4772 - S&W MCWD Pipelines\4772.03 - CA Ave\SURVEY\LEGAL DESC\4772.03 Legal Plat.dwg

PROJECT No.: 4772.03

LEGAL DESCRIPTION
REMAINDER PARCEL

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

Being a portion of Parcel 1, as shown on that certain map filed in Volume 27 of Surveys at Page 130, in the Records of said County and all of Parcel B, as described in that certain quitclaim deed recorded August 17, 2006, as Document No. 2006072627 in the Official Records of said County, more particularly described as follows:

Beginning at a point on the southerly boundary of said Parcel 1 that bears North 72°39'23" West, 63.56 feet from the southeasterly corner of said Parcel 1; thence along the southerly boundary of said Parcel 1

1. North 72°39'23" West, 438.05 feet; thence
2. Westerly 65.66 feet along the arc of a tangent curve to the left having a radius of 2,050.00 feet, through a central angle of 01°50'07", to the southwesterly corner of said Parcel 1, said corner also being a point on the easterly sideline of 4th Avenue, as shown on that certain map entitled "Tract 1550, The Dunes of Monterey Bay, Phase 2 East", filed in Volume 24 of Cities and Towns maps at Page 73, in the Records of said County; thence along said easterly sideline of 4th Avenue
3. North 16°43'41" East, 826.03 feet to the southerly sideline of Telegraph Boulevard, as shown on said last mentioned map; thence along said southerly sideline of Telegraph Boulevard
4. South 73°16'19" East, 494.69 feet; thence
5. Southeasterly 5.02 feet along the arc of a tangent curve to the right having a radius of 15.00 feet, through a central angle of 19°09'35"; thence
6. South 54°06'44" East, 103.33 feet to the most easterly corner of said Parcel B, thence along the easterly boundary of said Parcel B
7. South 44°32'33" West, 60.70 feet; thence
8. South 16°51'19" West, 298.57 feet to the most southerly corner of said Parcel B; thence along the easterly boundary of said Parcel 1
9. South 16°51'19" West, 208.07 feet; thence departing said easterly boundary of Parcel 1
10. North 72°39'23" West, 63.56 feet; thence
11. South 16°51'19" West, 236.00 feet to the POINT OF BEGINNING

Containing an area of 10.456 acres, more or less.

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

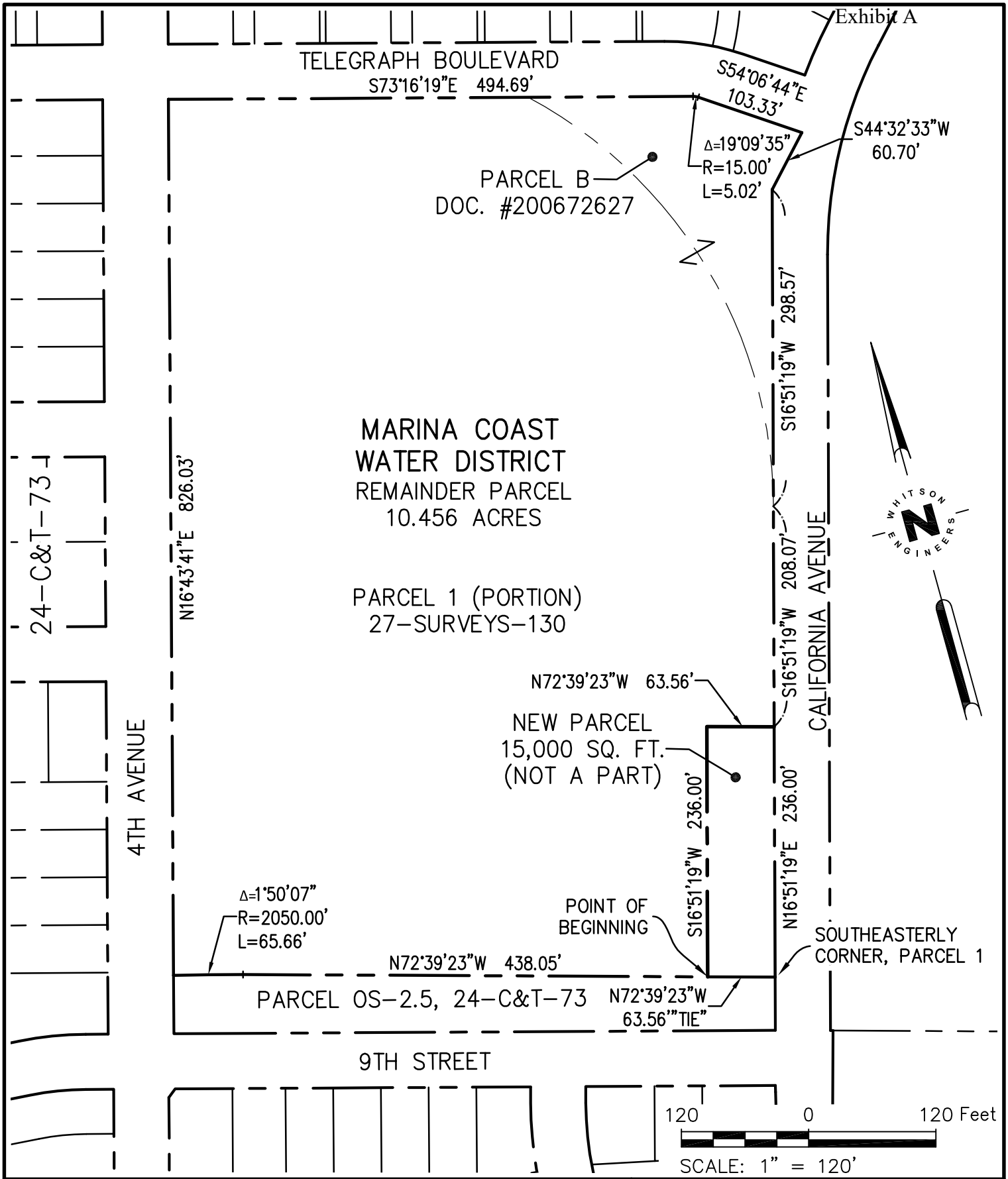
END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

9/18/2026
RICHARD P. WEBER P.L.S. DATE
L.S. NO. 8002
Job No.: 4772.03



Exhibit A



PLAT TO ACCOMPANY DESCRIPTION

REMAINDER PARCEL

A PORTION OF PARCEL 1, VOLUME 27, SURVEYS, PAGE 130 AND PARCEL B, DOC. No. 200672627, OFFICIAL RECORDS

CITY OF MARINA, COUNTY OF MONTEREY SEPTEMBER 2026

Whitson ENGINEERS

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

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PROJECT No.: 4772.03



MCWD CORP YARD PARCEL SPLIT

Legend

New Parcel 15,000 SQ. FT.

0 75 150 300 Feet

MARINA COAST WATER DISTRICT
AND GROUNDWATER SUSTAINABILITY AGENCY

2026		November			2026	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6 Staff Flex Day	7
8	9	10 Special Board Meeting 6:00 p.m.	11 Holiday	12	13	14
15	16 Board Meeting 6:00 p.m.	17	18	19	20 Staff Flex Day	21
22	23	24	25	26 Holiday	27 Holiday	28
29	30 M1W Board Meeting 6:00 p.m.					

2026		December			2026	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Committees Executive 5:00 p.m. Resource 6:00 p.m. Outreach 7:00 p.m.	2	3	4 Staff Flex Day	5
6	7 LAFCO 3:00 p.m.	8	9	10	11	12
13	14 Board Meeting 6:00 p.m.	15	16	17	18 Staff Flex Day	19
20	21	22	23	24 Holiday	25 Holiday	26
27	28	29	30	31 Staff Flex Day		