

Emergency Item 10-F Added to the Agenda



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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DIRECTORS

THOMAS P. MOORE
President

JAN SHRINER
Vice President

HERBERT CORTEZ
PETER LE
MATT ZEFFERMAN

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**

Marina Council Chambers

211 Hillcrest Avenue, Marina, California

Monday, March 16, 2020, 6:30 p.m. PST

This meeting has been noticed according to the Brown Act rules. The Board of Directors meet regularly on the third Monday of each month with workshops scheduled for the first Monday of some months. The meetings normally begin at 6:30 p.m. and are held at the City of Marina Council Chambers at 211 Hillcrest Avenue, Marina, California.

Our Mission: We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.

1. Call to Order

2. Roll Call

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

4. Closed Session

A. Pursuant to Government Code 54956.9
Conference with Legal Counsel – Existing Litigation

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 City of Marina Council Chambers. The agenda shall also be posted at the following locations but those locations are not official agenda posting locations for purposes of section 54954.2(a)(1): District offices at 11 Reservation Road, Seaside City Hall, the City of Marina Library, and the City of Seaside Library. A complete Board packet containing all enclosures and staff materials will be available for public review on Wednesday, March 11, 2020. Copies will also be available at the Board meeting. 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: 831-883-5910.

- 1) Marina Coast Water District vs California-American Water Company, Monterey County Water Resources Agency; and, California-American Water Company, Monterey County Water Resources Agency vs Marina Coast Water District, San Francisco Superior Court Case Nos. CGC-15-547125, CGC-15-546632 (Complaint for Damages, Breach of Warranties, etc.)
- 2) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- 3) Marina Coast Water District, and Does 1-100 v, County of Monterey, County of Monterey Health Department Environmental Health Bureau, and Does 101-110, Monterey County Superior Court Case No. 18CV000816 (Petition for Writ of Mandate and Complaint for Injunctive Relief)
- 4) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Party in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)

- B. Pursuant to Government Code 54956.9(d)(4)
Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation – Two Potential Cases

7:00 p.m. Reconvene Open Session

5. Reportable Actions Taken During Closed Session *The Board will announce any reportable action taken during closed session and the vote or abstention on that action of every director present, and may take additional action in open session as appropriate. Any closed session items not completed may be continued to after the end of all open session items.*

6. Pledge of Allegiance

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.*

8. Presentation

- A. [Consider Adoption of Resolution No. 2020-08 in Recognition of Candace Cuisinier, Customer Service/Billing Representative II, for 5 Years of Service to the Marina Coast Water District](#)

9. [Consent Calendar](#)

- A. [Receive and File the Check Register for the Month of February 2020](#)

- B. [Consider Adoption of Resolution No. 2020-09 to Approve the 2020 District Technology Plan Appendix for FY 2020-2021](#)
- C. [Receive the District FY 2020-2021 Draft Budget Schedule and Set Date for the 2020-2021 Budget Workshop](#)
- D. [Consider Adoption of Resolution No. 2020-10 to Execute a Memorandum of Understanding between Monterey One Water and Marina Coast Water District for Conducting a Public Education Program for the Southern Monterey Bay Dischargers Group](#)
- E. [Consider Adoption of Resolution No. 2020-11 to Approve the Updated 2020 District Maintenance Management Plan](#)
- F. [Approve the Draft Revised Minutes of the Regular Joint Board/GSA Meeting of January 29, 2020](#)
- G. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of February 25, 2020](#)

10. Action Items *The Board will review and discuss agenda items and take action or direct staff to return to the Board for action at a following meeting. The public may address the Board on these Items as each item is reviewed by the Board. Please limit your comment to four minutes.*

- A. [Consider Appointing an Ad Hoc Committee for Board-Staff Coordination](#) *Action: The Board President will consider appointing an Ad Hoc Committee consisting of two Board members and staff members to identify and understand staff processes and make recommendations to the Board.*
- B. [Consider Adoption of Resolution No. 2020-12 Approving Revisions to the Water, Sewer, and Recycled Water Infrastructure Agreement Template](#) *Action: The Board of Directors will consider approving revisions to the Water, Sewer, and Recycled Water Infrastructure Agreement template.*
- C. [Consider Adoption of Resolution No. 2020-13 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between Marina Coast Water District and Joby Aviation for the Joby Aviation Tent Phase Development Project](#) *Action: The Board of Directors will consider approving a Water, Sewer and Recycled Water Infrastructure Agreement between Marina Coast Water District and Joby Aviation for the Joby Aviation Tent Phase Development Project.*

- D. [Consider Adoption of Resolution No. 2020-14 to Award a Construction Contract to GSE Construction, Inc. for the Imjin Lift Station Improvement Project; Consider Adoption of Resolution No. 2020-15 to Approve Amendment No. 2 to the Professional Services Agreement with GHD, Inc. for Engineering Services During Construction of the Imjin Lift Station Improvement Project; Consider Adoption of Resolution No. 2020-16 to Approve Task Order 17 to the On-Call Professional Services Agreement with Harris and Associates for the Imjin Lift Station Improvement Project; and, Consider Adoption of Resolution No. 2020-17 to Amend the FY 2019-2020 Capital Improvement Budget for the Imjin Lift Station Improvement Project](#)

Action: The Board of Directors will consider awarding a Construction Contract to GSE Construction, Inc.; approving Amendment No. 2 to the Professional Services Agreement with GHD, Inc.; approving Task Order 17 to the On-Call Professional Services Agreement with Harris and Associates; and, amending the FY2019-2020 Capital Improvement Budget for the Imjin Lift Station Improvement Project.

- E. [Consider Providing Direction on the Call for Nominations of Candidates to Fill One Special District Seat on the Local Agency Formation Commission](#)

Action: The Board of Directors will provide direction on the Call for Nominations of Candidates to fill one Special District seat on LAFCO.

- F. ***Discuss and Consider Emergency Action Regarding COVID-19 with Regards to Public Meetings and Daily District Business**

Action: Staff is preparing an Administrative Plan for the COVID-19 outbreak and will provide it for discussion at the meeting.

11. Staff Reports

- A. [Receive an Update on the Delinquent Account Shut-Off Report](#)
- B. Receive Information Regarding Recent Per- and Poly-Fluoroalkyl Substances Sampling Results

12. Workshop

- A. [Strategic Plan and Goal Setting Workshop](#)

- 13. 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. Counsel's Report
- C. Committee and Board Liaison Reports

1. Water Conservation Commission
2. Joint City-District Committee
3. Executive Committee
4. Community Outreach Committee
5. Budget and Personnel Committee
6. M1W Board Member Liaison
7. LAFCO Liaison
8. FORA
9. WWOC Report
10. JPIA Liaison
11. Special Districts Association
12. SVBGSA Liaison (Steering Committee)

14. Board Member Requests for Future Agenda Items

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

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

*Budget Workshop: Monday, April 6, 2020, 6:30 p.m.,
Marina Council Chambers, 211 Hillcrest Avenue, Marina*

*Regular Meeting: Monday, April 20, 2020, 6:30 p.m.,
Marina Council Chambers, 211 Hillcrest Avenue, Marina*

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: March 16, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-08 in Recognition of Candace Cuisinier, Customer Service/Billing Technician II, for 5 Years of Service to the Marina Coast Water District

Staff Recommendation: The Board consider adoption of Resolution No. 2020-08 recognizing Candace Cuisinier, Customer Service/Billing Technician II, and awarding a gift certificate for 5 years of service to the Marina Coast Water District.

Background: *Strategic Plan, Strategic Element 5.0 – Our objective is to recruit and maintain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service.*

Discussion/Analysis: Ms. Candace Cuisinier joined the District on March 9, 2015 as a Customer Service Representative (CSR) I. Upon completion of meeting the criteria for a Customer Service Representative (CSR) II, Candace was promoted to CSR II in December 2016. In 2018, through the District's Classification and Compensation Study, Candace's position was reclassified to Customer Service/Billing Technician II.

Candace is a great team player and is always willing to help in all areas of Customer Service. She maintains harmonious relationships with fellow employees and has an upbeat attitude. Her exceptional customer service leaves a positive and lasting impression with District customers. Candace's communication with customers is courteous and professional which has resulted in many positive Customer Comment cards received from our customers (21 in the past year alone).

It is with great pleasure that we recognize Candace Cuisinier's 5 years of service to the Marina Coast Water District. We collectively thank her for her years of service and wish her well in her continued service to the District.

Environmental Review Compliance: None required.

Financial Impact: Yes No
Awards account numbers of all four cost centers.

Funding Source/Recap: Hospitality &

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2020-08.

Action Required: Resolution Motion Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

March 16, 2020

Resolution No. 2020-08
Resolution of the Board of Directors
Marina Coast Water District
In Recognition of Candace Cuisinier for 5 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 March 16, 2020, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, Ms. Candace Cuisinier joined the District on March 9, 2015 as Customer Service Representative I; and,

WHEREAS, upon her completion of meeting the criteria for Customer Service Representative II, Candace was promoted to Customer Service Representative II on December 12, 2016 and in 2018 was reclassified to Customer Service/Billing Technician II; and,

WHEREAS, Candace is a great team player and is always willing to help in all areas of Customer Service. She maintains harmonious relationships with fellow employees and has an upbeat attitude; and,

WHEREAS, her exceptional customer service leaves a positive and lasting impression with District customers. Candace’s communication with customers is courteous and professional which has resulted in many positive Customer Comment cards received from our customers (21 in the past year alone).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Candace Cuisinier’s five years of service to the Marina Coast Water District, awarding her with a gift certificate, and wishes her well in her continued service with the District.

PASSED AND ADOPTED on March 16, 2020 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-08 adopted March 16, 2020.

Keith Van Der Maaten, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9

Meeting Date: March 16, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Consent Calendar

Staff Recommendation: The Board of Directors approve the Consent Calendar as presented.

Background: *Strategic Plan Mission Statement – We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of February 2020
- B) Consider Adoption of Resolution No. 2020-09 to Approve the District Technology Plan Appendix for FY 2020-2021
- C) Receive the District FY 2020-2021 Draft Budget Schedule and Set Date for the 2020-2021 Budget Workshop
- D) Consider Adoptin of Resolution No. 2020-10 to Authorize the General Manager or his Designee to Execute a Memorandum of Understanding between Monterey One Water and Marina Coast Water District for Conducting a Public Education Program for the Southern Monterey Bay Dischargers Group
- E) Consider Adoption of Resolution No. 2020-11 to Approve the Updated 2020 District Maintenance Management Plan
- F) Approve the Draft Revised Minutes of the Regular Joint Board/GSA Meeting of January 29, 2020
- G) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of February 25, 2020

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

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 February 2020; District Technology Plan Appendix for FY 2020-2021; FY 2020-2021 Budget Schedule; Memorandum of Understanding between Monterey One Water and Marina Coast Water District for Conducting a Public Education Program for the Southern Monterey Bay Dischargers Group; Updated District Maintenance Management Plan; draft minutes of January 29, 2020; and, draft minutes of February 25, 2020.

Action Required: _____Resolution X Motion _____Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-A

Meeting Date: March 16, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Receive and File the Check Register for the Month of February 2020

Staff Recommendation: The Board of Directors receive and file the February 2020 expenditures totaling \$1,088,375.71.

Background: *Strategic Plan, Objective No. 3 – Our objective is to manage public funds to assure financial stability, prudent rate management and demonstrate responsible stewardship. Our fiscal strategy is to forecast, control and optimize income and expenditures in an open and transparent manner. We will efficiently use our financial resources to assure availability to fund current and future demands.*

Discussion/Analysis: These expenditures were paid in February 2020 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: Expenditures are allocated across the six cost centers; 01-Marina Water, 02-Marina Sewer, 03- Ord Water, 04- Ord Sewer, 05-Recycled Water, 06-Regional Water.

Other Consideration: None.

Material Included for Information/Consideration: February 2020 Summary Check Register.

Action Required: Resolution Motion Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

FEBRUARY 2020 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
02/06/2020	68775 - 68819	Check Register	143,263.69
02/14/2020	68820 - 68864	Check Register	355,240.29
02/24/2020	68865	Check Register	24,496.25
02/25/2020	68866 - 68868	Check Register	47,436.83
02/05/2020	500654 - 500662	Check Register	10,063.14
02/07/2020	ACH	State of California - EDD	11,605.54
02/07/2020	ACH	MassMutual Retirement Services, LLC	16,714.02
02/07/2020	ACH	CalPERS	25,655.00
02/07/2020	ACH	Internal Revenue Service	49,938.28
02/07/2020	500663 - 500667	Payroll Checks and Direct Deposit	113,178.49
02/07/2020	500668 - 500669	Check Register	1,472.27
02/14/2020	500670 - 500681	Check Register	3,989.26
02/21/2020	ACH	CalPERS	25,524.48
02/21/2020	ACH	MassMutual Retirement Services, LLC	15,204.79
02/21/2020	ACH	State of California - EDD	10,270.01
02/21/2020	ACH	Internal Revenue Service	47,592.65
02/21/2020	500682 - 500686	Payroll Checks and Direct Deposit	110,166.60
02/21/2020	500687	Check Register	606.27
02/25/2020	500688	Check Register	75,757.85
02/26/2020	ACH	CalPERS	200.00
TOTAL DISBURSEMENTS			<u>1,088,375.71</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68775	01/23/2020	02/06/2020	Alhambra and Sierra Springs	Lab Grade Water	97.04
68776	01/15/2020	02/06/2020	Quinn Company	Annual Load Bank Testing - Clark L/S, Well 11	2,071.00
68777	01/13/2020	02/06/2020	Monterey Peninsula Unified School District	Water Conservation Education 12/2019	1,811.08
68778	01/26/2020	02/06/2020	Insight Planners	Hosting, Web Development/ Maintenance 01/2020	1,003.00
68779	12/18/2019	02/06/2020	Denise Duffy & Associates, Inc.	Post-Construction Biological Monitoring	1,744.50
68780	01/13/2020	02/06/2020	Fisher Scientific	Laboratory Supplies	223.21
68781	01/15/2020	02/06/2020	Area Communications	Answering Service 12/18 - 01/14	139.00
68782	11/30/2019	02/06/2020	Schaaf & Wheeler	Developers (East Garrison, Marina Dunes RV Park, Marina DVSP WSA, Mosaic Apartments, Wathen-Castanos Homes, Marina Hotel Project, MBMH Lower Stillwell, Seaside Senior Living), Ord Village LS Force Main, General Engineering Services 10/2019 - 11/2019	34,349.70
68783	01/13/2020	02/06/2020	Environmental Resource Associates	Laboratory Supplies	3,049.04
68784	01/15/2020	02/06/2020	Water Awareness Comm Mtry	2020 Membership	2,000.00
68785	01/18/2020	02/06/2020	Verizon Wireless	Cell Phones Service 01/2020	1,420.61
68786	01/27/2020	02/06/2020	Cypress Coast Ford	Oil Leak Repair - Vehicle #1302	197.76
68787	01/16/2020	02/06/2020	HD Supply Facilities Maintenance LTD	General Supplies	1,219.70
68788	01/24/2020	02/06/2020	NEC Financial Services, Inc.	Phone Equipment Lease 01/2020	335.76
68789	01/14/2020	02/06/2020	Carollo Engineers, Inc.	Conformed Documents, Construction Meetings, Project Drawings, Design Plans/ Specifications, Utility Investigations/ Potholing, Bid Services - RUWAP	60,481.03
68790	01/28/2020	02/06/2020	O'Reilly Automotive Stores, Inc.	Auto/General Supplies	816.79
68791	12/31/2019	02/06/2020	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	90.21
68792	01/30/2020	02/06/2020	Conservation Rebate Program	3057 Sunrise Cir - Toilet Rebate	50.00
68793	01/30/2020	02/06/2020	Conservation Rebate Program	454 Gloria Cir - (2) Toilet Rebates	150.00
68794	01/30/2020	02/06/2020	Conservation Rebate Program	347 Carmel Ave #30 - (2) Toilet Rebates	150.00
68795	01/30/2020	02/06/2020	Conservation Rebate Program	1350 Colmar Rd - Washer Rebate	150.00
68796	01/30/2020	02/06/2020	Conservation Rebate Program	465 Palisade Dr - Washer Rebate	150.00
68797	01/14/2020	02/06/2020	Centro Print Solutions	W2 and 1099 Forms with Envelopes	79.35
68798	01/31/2020	02/06/2020	ICONIX Waterworks (US), Inc.	Check Valve, Butterfly Valve and Bolt Set Up - Well 31; General Supplies	8,661.25
68799	01/30/2020	02/06/2020	Conservation Rebate Program	151 Dolphin Cir - Washer Rebate	100.00
68800	01/31/2020	02/06/2020	Access Monterey Peninsula, Inc.	Filming and Production 09/2019 - 01/2020	2,760.00
68801	01/30/2020	02/06/2020	Conservation Rebate Program	3049 Sunrise Cir - Toilet Rebate	75.00
68802	01/13/2020	02/06/2020	Aleshire & Wynder, LLP	Opinion for Bay View Community vs MCWD 12/2019	11,991.16

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68803	01/10/2020	02/06/2020	Akel Engineering Group, Inc.	Master Plans/ Capacity Fees Study - Water, Sewer, Recycled Water	2,777.50
68804	01/21/2020	02/06/2020	Subsite, LLC	General Supplies	281.12
68805	01/01/2020	02/06/2020	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 01/2020	697.75
68806	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 502 Ridgeview Ave	14.53
68807	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 474 Logan Way	35.66
68808	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 19007 Schofield Ln	81.57
68809	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 17639 Reynolds St	53.18
68810	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 17611 Reynolds St	77.44
68811	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 120 Belle Dr	68.86
68812	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 21878 Ord Ave	81.57
68813	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 17627 Reynolds St	82.09
68814	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 18926 Kilpatrick Ln	89.83
68815	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - Hydrant Meter	1,726.15
68816	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - Hydrant Meter	1,573.91
68817	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 21882 Ord Ave	81.57
68818	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 3161 Shuler Cir	27.49
68819	01/29/2020	02/06/2020	Customer Service Refund	Refund Check - 13130 Chamberlain Ave	147.28
68820	01/29/2020	02/14/2020	Quinn Company	Troubleshoot/ Repair - Industrial Loader , Battery - 416C Backhoe	714.06
68821	12/31/2019	02/14/2020	Schaaf & Wheeler	A1/A2 Tanks B/C BPS, Ord Village LS Force Main, Developers (East Garrison, Wathen-Castanos Homes), General Services 12/2019	26,447.03
68822	12/23/2019	02/14/2020	IV Labs, Inc.	Laboratory Supplies	404.84
68823	01/31/2020	02/14/2020	The Monterey County Herald	Notice to Bidders - Imjin LS	776.98
68824	01/23/2020	02/14/2020	Monterey Bay Analytical Services	Laboratory Contract Testing	50.00
68825	01/31/2020	02/14/2020	Monterey One Water	BLM Sewer Treatment Charge 01/2020 - 02/2020	132.50
68826	01/15/2020	02/14/2020	Harris & Associates	InterGarrison Pipeline, Developers (CSUMB Student Union, Dunes Residential, East Garrison, Junsay Oaks, Seaside Senior Living Project, Wathen-Castanos Homes)	30,840.00
68827	01/27/2020	02/14/2020	HD Supply Facilities Maintenance LTD	General Supplies	628.67
68828	01/30/2020	02/14/2020	Core & Main LP	8" Octave Meter and Spools	6,191.44
68829	01/23/2020	02/14/2020	ARC Document Solutions, LLC	RUWAP Drawings	274.76
68830	12/09/2019	02/14/2020	SWRCB	Community Water System Drinking Water Program Fees 07/2019 - 06/2020	29,249.00
68831	01/21/2020	02/14/2020	Fastenal Industrial & Construction Supplies	General Supplies	144.07

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68832	01/24/2020	02/14/2020	Muniquip, LLC	Zenith Controllers	3,339.36
68833	01/31/2020	02/14/2020	Mobile Modular	Modular Office - Water Resources 02/2020	743.69
68834	01/28/2020	02/14/2020	Whitson Engineers	Construction Engineering - Inter-Garrison Pipeline	1,039.00
68835	01/31/2020	02/14/2020	Integrity Print & Design LLC	(500) Business Cards	72.11
68836	01/20/2020	02/14/2020	Don Chapin Co., Inc	Generator Pads - Construction Pmt #3	164,616.00
68837	02/05/2020	02/14/2020	Central Coast Sign & Design	MCWD Metal Site Sign	128.35
68838	02/04/2020	02/14/2020	Conservation Rebate Program	3140 Lynscott Dr - Toilet Rebate	75.00
68839	01/24/2020	02/14/2020	Voyager Fleet Systems, Inc.	Fleet Gasoline	2,655.36
68840	02/05/2020	02/14/2020	Green Rubber-Kennedy AG, LP	General Supplies	155.79
68841	01/31/2020	02/14/2020	Graniterock Company	General Supplies	599.20
68842	01/29/2020	02/14/2020	Las Animas Concrete, LLC	Concrete - Crescent LS	334.04
68843	01/27/2020	02/14/2020	Marina Tire & Auto Repair	Oil Change - Truck #1239	43.00
68844	01/14/2020	02/14/2020	Edges Electrical Group, LLC	Electrical Supplies	363.63
68845	01/15/2020	02/14/2020	Remy Moose Manley, LLP	Legal Services - CPUC 12/2019	42,693.45
68846	02/03/2020	02/14/2020	Monterey Bay Technologies, Inc.	IT Support Services 02/2020	3,450.00
68847	02/04/2020	02/14/2020	Conservation Rebate Program	3284 Begonia Cir - Washer Rebate	100.00
68848	01/30/2020	02/14/2020	Eurofins Eaton Analytical, Inc.	Laboratory Contract Testing	30.00
68849	01/18/2020	02/14/2020	GHD, Inc.	Professional Services/ Design Phase - Imjin LS	664.00
68850	01/31/2020	02/14/2020	Peninsula Messenger LLC	Courier Service 02/2020	165.00
68851	02/07/2020	02/14/2020	Dataflow Business Systems, Inc.	Ord Copier Maintenance (5551ci) 12/23 - 01/22	293.93
68852	02/06/2020	02/14/2020	TIAA Commercial Finance, Inc.	(3) Office Copiers (C754E, 454E, 5551ci), eCopy ScanStation Leases 02/2020	1,109.54
68853	01/31/2020	02/14/2020	Iron Mountain, Inc.	Shredding Service 01/2020	163.18
68854	01/28/2020	02/14/2020	AT&T	Phone/ Alarm Line Services 01/2020	200.31
68855	02/03/2020	02/14/2020	Simpler Systems, Inc.	UB Datapp Maintenance 02/2020	500.00
68856	01/31/2020	02/14/2020	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 01/2020	368.22
68857	02/01/2020	02/14/2020	Pure Janitorial, LLC	BLM Janitorial Services 01/2020	1,951.00
68858	01/30/2020	02/14/2020	Johnson Electronics	BLM Fire Alarm Monitoring 01/2020 - 03/2020	84.00
68859	01/20/2020	02/14/2020	EKI Environment & Water, Inc.	Groundwater Planning Sustainability Study	27,111.98
68860	01/17/2020	02/14/2020	M3 Environmental Consulting, LLC	Limited Asbestos and Lead Sampling - Ord Village LS FM Improvements	1,880.00
68861	01/21/2020	02/14/2020	R&B Company	Manhole Frame/ Cover - Silverwood Ct	545.30
68862	02/01/2020	02/14/2020	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 01/2020	38.00
68863	01/27/2020	02/14/2020	Springbrook Software LLC	Professional Services - Human Resources Module	874.50
68864	01/29/2020	02/14/2020	California Marine Sanctuary Foundation	Greater Monterey County Integrated Regional Water Management Program	3,000.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
68865	02/20/2020	02/24/2020	ECAMSECURE	Video Surveillance for Ord Wastewater Facility	24,496.25
68866	02/09/2020	02/25/2020	PG&E	Gas and Electric Service 01/2020	46,021.07
68867	02/22/2020	02/25/2020	NEC Financial Services, Inc.	Phone Equipment Lease 02/2020	335.76
68868	01/28/2020	02/25/2020	James Heitzman	Meeting with Attorney	1,080.00
500654	01/17/2020	02/05/2020	Becks Shoe Store, Inc. - Salinas	Boot Benefit - O&M	519.24
500655	01/10/2020	02/05/2020	CWEA - Monterey Bay Section	Grade II Collection System Certification Renewal	188.00
500656	01/10/2020	02/05/2020	Firestar Ltd.	(14) Pyramex Hi Viz Sweatshirts	486.85
500657	01/17/2020	02/05/2020	Principal Life	Employee Paid Benefits 02/2020	493.02
500658	01/10/2020	02/05/2020	Lincoln National Life Insurance Company	Life, Disability, AD&D Premium 01/2020	2,848.16
500659	01/01/2020	02/05/2020	California Landscape Contractors Association	2020 Affiliate Membership	120.00
500660	01/17/2020	02/05/2020	Transamerica Life Insurance Company	Employee Paid Benefits 01/2020	1,047.64
500661	02/05/2020	02/05/2020	Cintas Corporation No. 630	Uniforms, Towels, Rugs 01/2020	775.23
500662	12/19/2019	02/05/2020	Liebert Cassidy Whitmore	Employment Relations Consortium Membership 01/2020 - 12/2020	3,585.00
ACH	02/07/2020	02/07/2020	State of California - EDD	Payroll Ending 01/31/2020	11,605.54
ACH	02/07/2020	02/07/2020	MassMutual Retirement Services, LLC	Payroll Ending 01/31/2020	16,714.02
ACH	02/07/2020	02/07/2020	CalPERS	Payroll Ending 01/31/2020	25,655.00
ACH	02/07/2020	02/07/2020	Internal Revenue Service	Payroll Ending 01/31/2020	49,938.28
500663 - 500667	02/07/2020	02/07/2020	Payroll Checks and Direct Deposit	Payroll Ending 01/31/2020	113,178.49
500668	02/07/2020	02/07/2020	General Teamsters Union	Payroll Ending 01/31/2020	866.00
500669	02/07/2020	02/07/2020	WageWorks, Inc.	Payroll Ending 01/31/2020	606.27
500670	02/07/2020	02/14/2020	Becks Shoe Store, Inc. - Salinas	Boot Benefit - O&M	192.01
500671	02/10/2020	02/14/2020	Thomas Barkhurst	Water Quality Analyst Certification Renewal	75.00
500672	02/06/2020	02/14/2020	Calif-Nevada Section, AWWA	Backflow Assembly Tester Exam Fee	305.00
500673	01/17/2020	02/14/2020	SWRCB - DWOCP	Grade II Water Treatment Certification Renewal	120.00
500674	01/26/2020	02/14/2020	AFLAC	Employee Paid Benefits 01/2020	2,649.40
500675	02/06/2020	02/14/2020	Thomas P. Moore	Board Compensation 01/2020	100.00
500676	02/05/2020	02/14/2020	LegalShield	Employee Paid Benefits 02/2020	25.90
500677	02/06/2020	02/14/2020	Matthew Zefferman	Board Compensation 01/2020	100.00
500678	01/31/2020	02/14/2020	Justifacts Credential Verification, Inc.	Background Check - New Hire	121.95
500679	02/06/2020	02/14/2020	Peter Le	Board Compensation 01/2020	100.00
500680	02/06/2020	02/14/2020	Herbert Cortez	Board Compensation 01/2020	100.00
500681	02/06/2020	02/14/2020	Jan Shriner	Board Compensation 01/2020	100.00
ACH	02/21/2020	02/21/2020	CalPERS	Payroll Ending 02/14/2020	25,524.48
ACH	02/21/2020	02/21/2020	MassMutual Retirement Services, LLC	Payroll Ending 02/14/2020	15,204.79

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	02/21/2020	02/21/2020	State of California - EDD	Payroll Ending 02/14/2020	10,270.01
ACH	02/21/2020	02/21/2020	Internal Revenue Service	Payroll Ending 02/14/2020	47,592.65
500682 - 500686	02/21/2020	02/21/2020	Payroll Checks and Direct Deposit	Payroll Ending 02/14/2020	110,166.60
500687	02/21/2020	02/21/2020	WageWorks, Inc.	Payroll Ending 02/14/2020	606.27
500688	02/05/2020	02/25/2020	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 03/2020	75,757.85
ACH	02/07/2020	02/26/2020	CalPERS	Service Fee	200.00
Total Disbursements for February 2020					1,088,375.71

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-B

Meeting Date: March 16, 2020

Submitted By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-09 to Approve the 2020 District Technology Plan Appendix for FY 2020-2021

Staff Recommendation: Adopt Resolution No. 2020-09 to approve the 2020 District Technology Plan (DTP) Appendix for FY 2020-2021.

Background: *Strategic Plan, Goal No. 4 – To manage the District’s finances in the most effective and fiscally responsible manner, Strategic Plan Element 4.2 – Adopt a plan for technology use in public affairs and Strategic Plan, Element No. 6.5 – Digitize district records.*

The DTP is a detailed and comprehensive plan, which identifies anticipated upgrades and maintenance of District technology. According to the DTP adopted August, 23, 2000 by Resolution No. 2000-23, the DTP should be reviewed annually, not only for budgetary considerations, but also to facilitate updates reflecting technological advancements from previous reviews.

The Board approved Resolution No. 2019-16 adopting the 2019 DTP Appendix at the March 11, 2019 regular meeting.

Discussion/Analysis: The Board of Directors is requested to review and approve the 2020 appendix of the District Technology Plan (DTP) for FY 2020-2021.

Attached is the 2020 appendix to the original DTP. Based on a needs assessment performed by the District’s information technology support service provider and District staff, this appendix outlines the recommended technology tasks for FY 2020-2021 as well as funding requirements for FY 2020-2021.

Environmental Review Compliance: None.

Financial Impact: X Yes No Funding Source/Recap: Funding for the FY 2020-2021 capital portion of the DTP (\$15,000) will come from 2019 Bond proceeds through the tenant improvements for the office remodel portion of WD-0106 capital project included in the proposed FY 2020-2021 District Budget. Funding for the non-capitalized portion of the DTP (\$18,100) will come from the Computers/Data Processing and Software and Licensing line items for all cost centers in the Administration Section of the proposed FY 2020-2021 District Budget.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2020-09; and, Draft 2020 Technology Plan Appendix for FY 2020-2021.

Action Required: ___X___Resolution ___Motion ___Review
(Roll call vote is required.)

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

March 16, 2020

Resolution No. 2020-09
Resolution of the Board of Directors
Marina Coast Water District
Approving the 2020 District Technology Plan Appendix
For FY 2020-2021

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on March 16, 2020, 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the Board adopted the original District Technology Plan (DTP) on August 23, 2000 which included the anticipation of annual appendices; and,

WHEREAS, the DTP should be reviewed annually, not only for budgetary considerations, but also to facilitate updates reflecting technological advancements from previous reviews; and,

WHEREAS, the 2020 Technology Plan Appendix for FY 2020-2021 recommends a budget of \$33,100 for FY 2020-2021.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to implement the 2020 District Technology Plan Appendix for FY 2020-2021.

PASSED AND ADOPTED on March 16, 2020, 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-09 adopted March 16, 2020.

Keith Van Der Maaten, Secretary

Marina Coast Water District

Technology Plan

Appendix 2020 for
FY 2020-2021



Prepared for the
Marina Coast Water District Board of Directors

March 2020

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Executive Summary

The District Technology Plan (DTP) Appendix outlines the tasks and funding requirements associated with meeting the goals described in the DTP in fiscal year 2020-2021. Budgetary requirements are also presented for each Category.

The District currently has a Local Area Network (LAN) and a Wide Area Network (WAN) between the District offices through 20Mbps fiber-optic lines.

Billing/Financial/Operations/Engineering improvements in FY 19-20 includes.

- Implemented the Human Resources module in Springbrook to provide improved staff records tracking and automation.
- Initiated projects with a consulting company to improve the asset and GIS data location in the District's CMMS platform.
- Initiated the configuration of the District's CMMS platform to allow field staff with the ability to edit asset information.

Security and Monitoring Improvements included:

- New Firewall devices were installed in FY 18-19 that provide both Intrusion Detection and Prevention capability.
- In FY 19-20, the creation of separate network segments for District use and for guests was done to protect the network from potential threats brought in by non-district devices.
- The creation of an IT security policy to be completed in FY 19-20.
- Security improvements will be implemented in the 920 2nd Avenue building once it has been assessed.
 - Physical security:
 - Confining the servers in a central location where only authorized personnel has access to it.
 - Keyless entry and enhanced surveillance.

Technology Maintenance forms the basis of a long-term program that ensures the maintenance of existing District technology through the continued incorporation of improved hardware and software, and the enhanced ability of staff to use the technology. Planned replacement of outdated and aged hardware and software will keep the District systems effective.

Document Storage System (DSS) implementation began in FY 2010-2011. The DSS moves the District towards green sustainability practices. Once fully implemented, the DSS system will save the District substantial time and money. In addition, it creates improved customer service, efficient collaboration between departments, sharing of information internally and externally, easier document storage and retrieval, and reduced storage space. Improvements have been made in FY 2019-2020, and the objectives listed within the category "Document Storage System" will be achieved FY 2020-2021.

System Backups and Disaster Recovery Improvements has improved the security and reliability of backups, and significantly reduce possible data loss, and was completed in FY 2018-

2019. Backups are being stored in the cloud, and a system backed up in the cloud can be restored and running in the cloud within a few hours.

Network connectivity have been improved by employing a new router/firewall device. Additional networking setup and configuration will be needed when assessment of the 2nd Ave building has been done.

While training is budgeted as part of District operations, training costs are referenced in the DTP for a comprehensive look at costs associated with District technology.

Category: *Billing/Financial/Operations/Engineering Needs*
Proposed FY 2020-2021 Budget: 0

This category addresses the need to upgrade and enhance the application systems that maintain billing, financial, and operations data. This system manages billing, financial, operation and maintenance needs, the meter reading system, the back-flow system, and the automated work order process system to track customer requests. These systems are critical for District operations and the information they produce is relied upon heavily for key analysis. The Customer Internet Account program has enabled District customers to access their account information online, pay bills using credit cards, and input service requests over the Internet.

The current Billing/Finance System contains the following features:

- Process credit cards via the Internet & Phone (w/o Customer Service assistance)
- Merge and automate Work Order Process
- Attach parcel maps to individual customer account (GIS)
- HR Module to provide better staff record tracking and automation.

Current Operations and Engineering Technology projects include.

- Asset and GIS data location improvements in the District’s CMMS system.
 - Proposed re-mapping of existing Water and Sewer systems
 - Validate the accuracy of the base map, imagery, and asset data by collecting GPS locations for known points around the district
 - Automate the merging of mainlines that were previously split so breaks/leaks could be recorded at the appropriate segment
- Provide field staff ability to edit asset information.
 - This provides O&M the capability to provide attribute data to our GIS assets in the field.
 - Addition of fields that reflect the assets being attributed.

Goal and Long- and Short-Term Objectives

- Upgrade our CMMS platform (Cityworks) to a version that is current, this allows us to take advantage of software and hardware improvements created for the system.
- Have current staff acquire technical knowledge on managing the District’s GIS platform, allowing us to become less reliant on outside vendors.
- Create a sandboxed environment for our CMMS platform to test new tools available without impacting production.

Proposed Costs for FY 2020-2021

Expense Type	Estimated Cost	Comments
	\$0	

Category: Security and Monitoring Improvements
Proposed FY 2020-2021 Budget: \$5,600

The security and monitoring of systems is key to ensuring consistent operational performance, and reducing the risk of significant performance impacts, downtime, and data loss. Additionally, this data will be used to assess systems utilization, and plan for future system needs.

The current System Backups and Disaster Recovery Improvements contains the following features:

- All devices, systems, and 3rd parties connecting into the MCWD network and computer systems require use of a VPN on their client systems or will use a top-tier remote-access application. This significantly improves security and reduce the risk of cyber intrusion.
- Encryption of confidential business data, and customer personal identifiable information (PII), stored in databases is encrypted when stored outside of databases (at rest).
- Customer PII data stored outside of the database is encrypted.
- Security of database systems has been improved, particularly with access from external or 3rd party systems.
- Employee training has been conducted on cyber intrusion recognition, and PII data handling.
- Improved email and virus security
- Centralized McAfee management and alerting for all PCs
- Real-time intrusion prevention system (IPS) hardware and software will quickly identify intrusion attempts.
- Network separation for non-employee visitors and MCWD mobile devices, this will improve the security posture of our shared network resources within the District.

Goal and Long- and Short-Term Objectives

Implement security improvements and systems monitoring:

- Mobile device management system
- Further training on Cybersecurity – *Ongoing*
- Physical Security Improvements to protect IT Assets
- Further collaboration with other organizations within the county to evaluate and apply cybersecurity best practices.

Proposed Costs for FY 2020-2021

Expense Type	Estimated Cost	Comments
Mobile device management system	\$600	This will allow MCWD to centrally manage mobile devices being used in the District (e.g. iPads, smartphones, etc.)
Physical Security Improvements	\$5,000	This will include installation cameras and access mechanism for the server rooms and other facilities in the 920 2 nd Avenue building.

Category: Technology Maintenance
Proposed FY 2020-2021 Budget: \$20,000

To sustain the efficiency and effectiveness of the District’s technological systems, hardware and software upgrades and additions will be required. If ongoing systems maintenance is not a priority, District systems will gradually become less effective.

Goals and Long- and Short-Term Objectives

- *Improve productivity by replacing outdated hardware technology*
 - Upgrade or replace 25% of PCs connected to LAN each year
 - Upgrade and maintain server performance
 - Upgrade or replace output devices: printers, etc.
 - Perform a needs analysis annually to determine budgetary framework – *Ongoing*
 - Upgrading existing Windows 7 computers to Windows 10 – *to be completed in FY 19-20*

- *Improve productivity by replacing outdated software technology*
 - Maintain compatibility of desktop operating systems – *Ongoing*
 - Perform a needs analysis annually to determine budgetary framework – *Ongoing*
 - Upgrade server operating system (OS) software *Ongoing*

- *Improve and maintain computer training opportunities*
 - Identify District staff training needs – *Ongoing*
 - Develop training plans – *Ongoing*
 - Develop matrix showing benefits of technology training – *Ongoing*

Based on a needs analysis performed by the District’s Applications Systems Analyst and the Information Technology consultant, the District will replace/consolidate aging computer hardware, and will implement the latest technology hardware and software for a robust and safer computing environment in FY 2020-2021.

Proposed Costs for FY 2020-2021

Expense Type	Estimated Cost	Comments
Upgrade/Replace PCs and monitors	\$15,000	Replacement of 6 PCs with monitors & MS Office Software included in operating budget.
Network and phone system support/maintenance	\$5,000	Additional costs to maintain and support new network assets for the 920 2 nd Avenue building.

Category: Document Storage System
Proposed FY 2020-2021 Budget: \$2,500

A Document Storage System includes the strategies, methods and tools used to capture, manage, store, preserve, and deliver documents related to organizational processes. DSS tools and strategies allow the management of an organization's unstructured information, wherever that information exists. It reduces or eliminates the need for paper documents and allows for remote access of documents by employees. The DSS will help the District move towards green sustainability practices. The DSS systems will save the District substantial time and money. In addition, it will enhance customer service, efficient collaboration between departments, sharing of information internally and externally, easier document storage and retrieval, reduced storage space, and other benefits.

Improvements and enhancements have been made through FY 2019-2020, and will continue to be made, by the IT Administrator.

Laserfiche Document Management/Storage System provides the following capabilities:

- Improve efficiency of document access
- Allow for remote document access
- Reduce storage space required to store paper files
- Enhance customer service, improved collaboration

Goals and Long- and Short-Term Objectives

- *Laserfiche development*
 - Human Resources and Risk Management documents
 - Provide granular control and access to Financial documents

Proposed Costs for FY 2020-2021

Expense Type	Estimated Cost	Comments
Consulting Expense	\$2,500	Assist with continuing development, user training

Category: System Backups and Disaster Recovery Improvements
Proposed FY 2020-2021 Budget: \$0

The security, availability, and reliability of data and data backups is critical to continuity of the business. Data loss can be difficult and time consuming to replace.

The current System Backups and Disaster Recovery Improvements contains the following features:

- Data is backed up into the *cloud* – off site to a major cloud backup vendor.
- Key data is backed up into the cloud several times a day, minimizing the potential data loss in the event of on-premises systems loss.
- A system can be restored and running in the cloud, within 2 hours, in the case of a major hardware failure on-site.

Goal and Long- and Short-Term Objectives

- Reduce the potential for data loss and improve systems recovery.
- Research on more cost-effective ways on improving infrastructure sustainability.

Proposed Costs for FY 2020-2021

Expense Type	Estimated Cost	Comments
	\$0	

Category: Network Infrastructure
Proposed FY 2020-2021 Budget: \$5,000

The implementation of a Local Area Network (LAN) has greatly benefited the District. This LAN has enabled staff to share computer resources and network printers and other functions among staff members. The LAN has enabled the District staff members to communicate with one another via electronic mail, thus reducing the use of paper to move documents from one location to another, as well as increasing staff response time. Both sites are protected with firewalls within a dedicated Virtual Private Network.

The Network Infrastructure provides the following capabilities:

- Backup data off site on a nightly basis
- Transfer data between District offices to maintain redundant systems
- Improved server and data access through an upgraded 20Mbps network
- Improved connectivity and security between district offices, and system resources by upgrading to a newer and more configurable firewall device.
- Reserved instance and premise-licensing for cloud-based applications which greatly lowers cost.

Goal and Long- and Short-Term Objectives

- Additional networking requirements will be made after assessment of the resources available at the 2nd Ave. building. Items to be assessed are the following.
 - Additional firewall devices like the ones we are using for the BEACH and ORD offices.
 - Identify the viability and security of Wi-Fi access points in the new building.
 - Phone system compatibility with our existing phone system.

Proposed Costs for FY 2020-2021

Expense Type	Estimated Cost	Comments
Network Infrastructure	\$5,000	Network augmentation at the 920 2 nd Avenue building

Summary

Summary of FY 2020-2021 Budget:

Category Type	Estimated Cost	Operating Budget	Capitalized Equipment Budget
Billing/Financial/Operations/Engineering Needs	\$0	0	0
Security and Monitoring Improvements	\$5,600	\$600	\$5,000
Technology Maintenance	\$20,000	\$15,000	\$5,000
Document Storage System	\$2,500	\$2,500	\$0
System Backups and Disaster Recovery Improvements	\$0	\$0	\$0
Network Infrastructure	\$5,000	\$0	\$5,000
TOTAL:	\$33,100.00	\$18,100.00	\$15,000.00

This Appendix 2020 represents a comprehensive plan with identified funding requirements necessary for the continued implementation of the District Technology Plan for FY 2020-2021. The approval and implementation of this appendix document will support the District's efforts of technology maintenance; technological enhancements to improve staff efficiency while continuing to better respond to the needs of the public.

Appendix A: Server Listing

SERVERS	Location	Date of Purchase	Warranty Expires
HVS	Beach Office	Dec 15, 2015	Dec 15, 2020
AQUA19	Beach Office	Sep 26, 2019	Sep 28, 2023

Appendix B: Workstation Listing

Department	Location	Purchase Date
Admin	Beach	8/16/2019
Admin	Beach	10/15/2018
Conservation	Ord	9/15/2017
Conservation	Ord	9/15/2017
Customer Service / Billing	Beach	9/14/2016
Customer Service / Billing	Beach	3/30/2017
Customer Service / Billing	Beach	3/30/2017
Customer Service / Billing	Beach	3/30/2017
Customer Service / Billing	Beach	3/30/2017
Customer Service / Billing	Beach	4/15/2017
Customer Service / Billing	Beach	4/15/2017
Customer Service / Billing	Beach	10/2/2018
Customer Service / Billing	Beach	11/8/2019
Engineering	Ord	9/14/2016
Engineering	Ord	10/15/2016
Engineering	Ord	5/18/2017
Engineering	Ord	3/31/2018
Engineering	Ord	4/7/2018
Engineering	Ord	8/16/2019
Engineering	Ord	8/16/2019
Engineering	Ord	11/8/2019
Finance	Ord	6/16/2015
Finance	Ord	9/7/2015
Finance	Ord	9/15/2017
Finance	Ord	10/15/2018
Human Resources/Risk Management	Beach	11/8/2019
IT Support	Beach	7/11/2014
IT Support	Ord	3/15/2019
IT Support	Ord	7/11/2014
Laboratory	Beach	7/3/2008
Laboratory	Beach	4/7/2018
Operations & Maintenance	Ord	7/4/2012
Operations & Maintenance	Ord	8/7/2012
Operations & Maintenance	Ord	8/14/2013
Operations & Maintenance	Ord	8/14/2013
Operations & Maintenance	Ord	3/1/2014
Operations & Maintenance	Ord	7/11/2014
Operations & Maintenance	Ord	7/11/2014

Department	Location	Purchase Date
Operations & Maintenance	Ord	3/25/2015
Operations & Maintenance	Ord	3/25/2015
Operations & Maintenance	Ord	6/16/2015
Operations & Maintenance	Ord	4/27/2016
Operations & Maintenance	Ord	5/2/2016
Operations & Maintenance	Ord	9/15/2017
Operations & Maintenance	Ord	3/31/2018
Operations & Maintenance	Ord	4/7/2018
Operations & Maintenance	Ord	4/7/2018
Presentation Laptop	Beach	12/1/2016
Spare	Ord	8/14/2013
Spare	Ord	8/14/2013
Spare	Ord	4/11/2016
Spare	Ord	4/27/2016
Spare	Ord	9/7/2017

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-C

Meeting Date: March 16, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Receive the District FY 2020-2021 Draft Budget Schedule and Set Date for the 2020-2021 Budget Workshop

Staff Recommendation: The Board of Directors receive the draft FY 2020-2021 Budget Schedule and set the date for the Budget Workshop for April 6, 2020.

Background: *Strategic Plan, Element No. 3 – Fiscal Planning.*

Discussion/Analysis: Staff has begun the budget process for FY 2020-2021. Attached is the draft schedule for the FY 2020-2021 Budget. Staff is requesting to hold the District's Budget Workshop in April instead of March as it has been in previous years due to the District's annexation of the Ord Community and impending sunset of the Fort Ord Reuse Authority on June 30, 2020.

Environmental Review Compliance: None required.

Financial Impact: ___ Yes ___ X No Funding Source/Recap: None

Other Considerations: None.

Materials Included for Information/Consideration: FY 2020-2021 Draft Budget Schedule.

Action Required: ___ Resolution ___ X Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District
 FY 2020/2021 Draft Budget Calendar
 03/16/2020

<u>DATE</u>	<u>Responsible Person</u>	<u>DESCRIPTION</u>
02/25/2020	DAS/GM	Present FY 2019-2020 Mid-Year Report to MCWD Board. PUBLIC MEETING
03/09/2020	DAS	Distribute FY 2020-2021 Budget Worksheets to Department Heads
03/16/2020	DAS/GM	Distribute FY 2020-2021 Draft Budget Calendar to MCWD Board. PUBLIC MEETING
03/23/2020	DAS/DH/GM	FY 2020-2021 Budget Worksheets due to Director of Administrative Services
04/06/2020	DAS/DH/GM	FY 2020-2021 Budget Workshop Meeting (Department Heads/Board). PUBLIC MEETING
05/18/2020	DAS/GM	Present Revised FY 2020-2021 Draft Budget to the Board. PUBLIC MEETING
06/16/2020	DAS//GM	MCWD Board adopts FY 2020-2021 District Budget. PUBLIC MEETING

GM= General Manager; DAS= Director of Administrative Services; DH=Department Heads

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-D

Meeting Date: March 16, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-10 to Execute a Memorandum of Understanding between Monterey One Water and Marina Coast Water District for Conducting a Public Education Program for the Southern Monterey Bay Dischargers Group

Staff Recommendation: The Board of Directors to authorize the General Manager or his designee to execute a Memorandum of Understanding (MOU) between Monterey One Water (M1W) and Marina Coast Water District (MCWD) for MCWD's cost-share for conducting a public education program for the Southern Monterey Bay Dischargers Group for a not-to-exceed amount of \$2,105.99.

Background: *Strategic Plan Mission Statement – We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The MCWD's operation and maintenance of the wastewater collection system is regulated under State Water Resources Control Board Statewide General Discharge Requirements Order No. 2006-0003-DWQ. Under this order, wastewater agencies in the state are required to have a Sanitary Sewer Management Plan (SSMP). One of the required elements of an SSMP is that each agency implements a public education outreach program about proper disposal of grease and fats.

This required outreach activity can be most cost-effectively done on a cost-shared basis by a collective/regional group. One such group is the Southern Monterey Dischargers Group, which is composed of most of the wastewater agencies tributary to the M1W plus California American Water, Pebble Beach Community Service District, and Carmel Area Wastewater District. M1W initiated and funded a limited outreach program in FY 2003-2004 to assist member agencies in the first year of compliance under a previous permit, California Regional Water Quality Control Board Waste Discharge Order No. R3-2002-0078. The regional group, including MCWD, has funded the program since FY 2004-2005.

In 2008, the Regional Board Order R3-2002-0078 was rescinded and replaced with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (State Board Order No. 2006-003-DWQ). As the Statewide permit is virtually identical to that of the rescinded permit, the joint outreach program was continued.

Each participating agency has contributed a shared cost based on population of the communities served. MCWD has participated in the Southern Monterey Bay Discharges Group outreach activities every year since FY 2004-2005. Staff recommends that MCWD continue to participate in the Public Education Program for the Southern Monterey Bay Dischargers Group.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: Marina Sewer and Ord Sewer Cost Centers.

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2020-10; and, a copy of the Memorandum of Understanding between the Monterey One Water and Marina Coast Water District for Conducting a Public Education Program for the Southern Monterey Bay Dischargers Group.

Action Required: Resolution Motion Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

March 16, 2020

Resolution No. 2020 - 10
Resolution of the Board of Directors
Marina Coast Water District
Executing a Memorandum of Understanding
between Monterey One Water and Marina Coast Water District for Conducting a Public
Education Program for the Southern Monterey Bay Dischargers Group

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on March 16, 2020, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, District operations and maintenance of the wastewater collection system is regulated under State Water Resources Control Board Statewide General Discharge Requirements Order No. 2006-0003-DWQ; and,

WHEREAS, State Water Resources Control Board Statewide General Discharge Requirements Order No. 2006-0003-DWQ requires Marina Coast Water District to maintain a Sewer System Management Plan; and,

WHEREAS, a required element of the Marina Coast Water District Sewer System Management Plan is a public outreach campaign that promotes proper disposal of grease and fats; and,

WHEREAS, the State required outreach activity can be most cost-effectively done on a cost-shared basis with the Southern Monterey Bay Dischargers Group members; and,

WHEREAS, the District has participated in a cooperative Southern Monterey Bay Dischargers Group outreach program since FY 2004/2005; and,

WHEREAS, the District’s shared cost of this outreach program is \$2,105.99 for the FY 2019/2020; and,

WHEREAS, staff recommends continuing to participate in this collective outreach effort.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby Authorize the General Manager or his designee to execute a Memorandum of Understanding between Marina Coast Water District and the Monterey One Water for MCWD’s cost share of the Public Education Program for the Southern Monterey Bay Dischargers Group for a total amount not to exceed of \$2,105.99.

PASSED AND ADOPTED on March 16, 2020 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-10 adopted March 16, 2020.

Keith Van Der Maaten, Secretary



Monterey One Water

Providing Cooperative Water Solutions

ADMINISTRATION OFFICE: 5 Harris Court, Bldg D, Monterey, CA 93940

MAIN: (831) 372-3367 or (831) 422-1001

FAX: (831) 372-6178

WEBSITE: www.montereyonewater.org

February 13, 2020

Derek Cray, Operations/Maintenance Manager
Marina Coast Water District
2840 4th Avenue
Marina, CA 93933

SUBJECT: Memorandum of Understanding for Conducting Annual FOG Education Program

Dear Derek,

Enclosed are two original copies of the Memorandum of Understanding (MOU) for Conducting a Public Education Program for the Southern Monterey Bay Dischargers Group. Please execute both copies and return one copy to my attention.

This regional education program promotes the proper disposal of fats, oils, and grease in addition to help members meet the issued Waste Discharge Requirements (WDR) by the California Regional Water Quality Board. Upon completion of the campaign (post-Earth Day), you will receive an invoice for your entity's portion of the program – as described in Attachment B – and a detailed report on the program's community reach.

If you have any questions or need additional information, please contact our Public Outreach Coordinator, Rachel Gaudoin, at 645-4623 or rachel@my1water.org.

Sincerely,

Paul A. Sciuto
General Manager

Enclosures:

- (1) MOU
- (2) Attachment A
- (3) Attachment B

MEMORANDUM OF UNDERSTANDING
for
Conducting a Public Education Program
for the
Southern Monterey Bay Dischargers Group

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on _____, 2020, between **MONTEREY ONE WATER** (the "Agency") and **MARINA COAST WATER DISTRICT** (the Discharger"), as follows:

Recitals

1. The Discharger has been issued Waste Discharge Requirements (WDR) by the California Regional Water Quality Control Board. One WDR requirement is for the Discharger to conduct a public education program promoting the proper disposal of fats, oils, and grease (FOG).
2. The Agency has the staff and resources to conduct a public education program as described in Attachment A to this Agreement.
3. The Discharger desires to have the Agency conduct this public education program.

Terms and Conditions


In consideration of the mutual promises contained herein, the Agency and the Discharger hereby agree to the following terms and conditions:

1. Over the remainder of fiscal year 2019-2020 and on behalf of the Southern Monterey Bay Dischargers Group, the Agency will conduct the public education program described in Attachment A.
2. The Discharger will compensate the Agency its portion of costs for conducting this public education program as broken down in Attachment B.
3. The Agency will invoice the Discharger for its share of the final costs, not to exceed the amount in Attachment B, and the Discharger will pay the Agency this amount within ninety (90) days of receipt of the invoice.

MONTEREY ONE WATER

By 
Signature
Paul A. Sciuto, General Manager
Name/Title

MARINA COAST WATER DISTRICT

By 
Signature
Derek Cray, Operations/Maintenance Manager
Name/Title

Attachment A

WDR FOG Public Education Program FY 19-20

Program Goals:

- Educate our communities on the proper disposal of fats, oils, and grease through advertising and public resources
- Help members meet the issued Waste Discharge Requirements (WDR) by the California Regional Water Quality Board

Program Timeframe: November and December 2019 (holiday season), April 2020 (Earth Day)

Media Types:

- TV
- Print
- Online
- Radio
- Website

Total advertising across all media not to exceed \$18,000

Digital copies of all advertisements will be provided to entities to continue using beyond this campaign

Update:

- New commercial*: Recreated to better engage viewers

*Content creation costs included in total advertising costs not to exceed \$18,000



Attachment B

Southern Monterey Bay Dischargers FOG Outreach Partnership Distribution and Budget FY 19-20

Shared Budget for FY 19-20			
Not to Exceed \$18,000			
Entity	Population within area to be covered by regional WDR program¹	% of budget to be paid	Contribution not to exceed
City of Salinas	150,441	52.76%	\$9,496.07
Seaside County Sanitation District ²	34,983	12.27%	\$2,208.18
Marina Coast Water District ³	33,364	11.70%	\$2,105.99
City of Monterey	27,810	9.75%	\$1,755.41
City of Pacific Grove	15,041	5.27%	\$949.41
Castroville Community Services District ⁴	7,204	2.53%	\$454.73
California American Water ⁵	6,380	2.24%	\$402.72
Pebble Beach Community Services District	4,509	1.58%	\$284.62*
Carmel Area Wastewater District	3,722	1.31%	\$234.94*
County of Monterey	1,710	0.60%	\$107.94
TOTAL	285,164	100%	\$18,000

Notes

1. Source: U.S. Census Bureau, 2010 Census of Population, Public Law 94-171 Redistricting Data File (Updated every 10 years)
2. Combined data for Seaside, Sand City, and Del Rey Oaks
3. Combined data for Marina and, provided by MCWD, the Ord Community
4. Combined data for Castroville, Moss Landing, and, provided by CCSD, the Moro Cojo area population
5. Combined data for Oak Hills, Indian Springs, Las Palmas, Spreckels, Pasadera, White Oaks, Village Green, Carmel Valley Ranch provide by Cal Am

* PBCSD and CAWD contribution will increase no more than \$693.00 ea for additional Carmel Pine Cone ads in December 2019

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-E

Meeting Date: March 16, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-11 to Approve the Updated 2020 Maintenance Management Plan

Staff Recommendation: The Board of Directors approve the updated 2020 Maintenance Management Plan.

Background: *Strategic Plan Mission Statement – We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

The Marina Coast Water District (District) operates the water, wastewater and recycle water for Central Marina and the Ord Communities. The Operations and Maintenance Department for the District maintains all the District's linear and vertical assets as it relates to water, sewer, and recycle water. Having a maintenance management plan helps to identify key assets to be maintained, as well as the equipment and staffing levels required to adequately maintain the assets.

Discussion/Analysis: The District is actively trying to incorporate all existing assets into the District's GIS and Computer Maintenance Management System. This will allow staff to more accurately track assets and be able to setup a preventative maintenance management plan against them. Preventative maintenance is key in reducing and preventing critical failures and prolonging the life of an asset to its full useful lifespan. This plan helps set forth the equipment and staffing levels required in order to properly maintain the District's assets.

This plan was first adopted by the Board of Directors in March 2019 with the intention that a revised plan would be brought back annually for the Board to review and adopt. Attached is the revised 2020 plan with redline edits. The major areas that were revised for this year's plan were the number of vertical assets that the District has, along with the Capital Equipment and staffing sections.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: None

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2020-11; and, a copy of the 2020 Maintenance Management Plan.

Action Required: Resolution Motion Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

March 16, 2020

Resolution No. 2020 - 11
Resolution of the Board of Directors
Marina Coast Water District
Approving the Updated 2020 Maintenance Management Plan

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on March 16, 2019, at 211 Hillcrest Avenue, Marina, California.

WHEREAS, the District’s Operations and Maintenance Department actively maintains all of the District’s assets in regards to its water, wastewater and recycle water infrastructure; and,

WHEREAS, the District’s assets are being updated into the District’s GIS and Computer Maintenance Management System (CMMS) on an ongoing basis; and,

WHEREAS, having the District’s assets attributed in the GIS allows the District to utilize its CMMS to actively track repairs, predict failures, and setup preventative maintenance programs against them; and,

WHEREAS, having a maintenance management plan in place helps assist the District in determining the needs for equipment and staffing to adequately maintain the District’s assets; and,

WHEREAS, the Board approved the original Maintenance Management Plan on March 18, 2019; and,

WHEREAS, the plan was updated in March of 2020 to reflect the progress and needs of the Operations and Maintenance Department.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby Approve Resolution No. 2020-11 to adopt the updated 2020 Maintenance Management Plan.

PASSED AND ADOPTED on March 16, 2020 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, Secretary

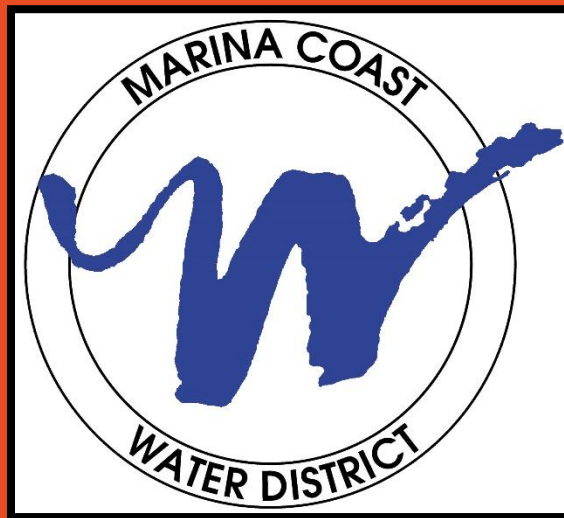
CERTIFICATE OF SECRETARY

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. 2020-11 adopted March 16, 2020.

Keith Van Der Maaten, Secretary



MARINA COAST WATER DISTRICT MAINTENANCE MANAGEMENT PLAN ~~2019~~2020





Marina Coast Water District
Maintenance Management Plan

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Section 1. Background

Marina Coast Water District (MCWD or District) is a public, Special District located in Marina, California. It was formed in 1960 under the name Marina County Water District and in 1994 switched to its current name, Marina Coast Water District to avoid confusion with the county government. MCWD operates both water and wastewater for the Central Marina and Ord communities. In 1997, MCWD contracted with the United States Army to operate its water and wastewater systems. The systems were officially transferred over to MCWD in 2001 and the Central Marina and Ord Community water systems were interconnected to serve as one system in 2005. Beginning in 2018, construction began on a joint project with MCWD and Monterey One Water to build the Regional Urban Water Augmentation Project (RUWAP) pipeline, ~~and Blackhorse Storage Reservoir, and Advanced Treatment Facility.~~ The RUWAP pipeline and Blackhorse Storage Reservoir construction was completed in 2019 and in February of 2020, the RUWAP transmission line began receiving Advanced Treated Water from Monterey One Water. This project will serve MCWD customers in the near future with advanced purified water, ~~filtered from the Monterey One Treatment facility~~ for recycle water use. The RUWAP pipeline ~~will~~ also serves as a transmission source for aquifer recharge through the Monterey Peninsula Management District's injection wells.

Section 2. System Overview

Water System

MCWD operates and maintains 162 miles of pipe ranging in size from 2"- 48". Distribution pipeline material is comprised of PVC plastic, steel, ductile iron, and asbestos cement. The system is comprised of ~~8-7~~ potable production wells ranging in pumping rates of 1,400 gallons per minute (GPM) to 2,400 GPM, 8 storage tank sites ranging in capacity of 0.17 million gallons (MG) to 2.0 MG and 6 pumping stations to move water to each of these storage tanks. MCWD has 5 pressure zones within its service area from A zone, which is the lowest in elevation, to E zone which sits at the highest point in the Ord Community. Pressure is maintained throughout the zones by utilizing 18 pressure reducing valves to maintain an average system pressure within MCWD distribution system of 60 pounds per square inch (PSI). There are also 5 interties throughout the system that allow water to move between Central Marina and Ord based on demand. These interties help give the system more capacity and redundancy.

Sewer System

MCWD operates and maintains approximately 143.6 miles of sewer gravity mains ranging in size from 4" to 72" and approximately 6.4 mile of force mains ranging in size from 4" to ~~42~~10". The sewer system pipeline is comprised of: PVC plastic, steel, ductile iron, asbestos cement, and vitrified clay pipe. MCWD has 20 sewer lift stations that move wastewater from lower to higher elevations. Peak flows from the sewer lift stations range from .02 million gallons per day (MGD) to 2.20 MGD.

Recycle Water System

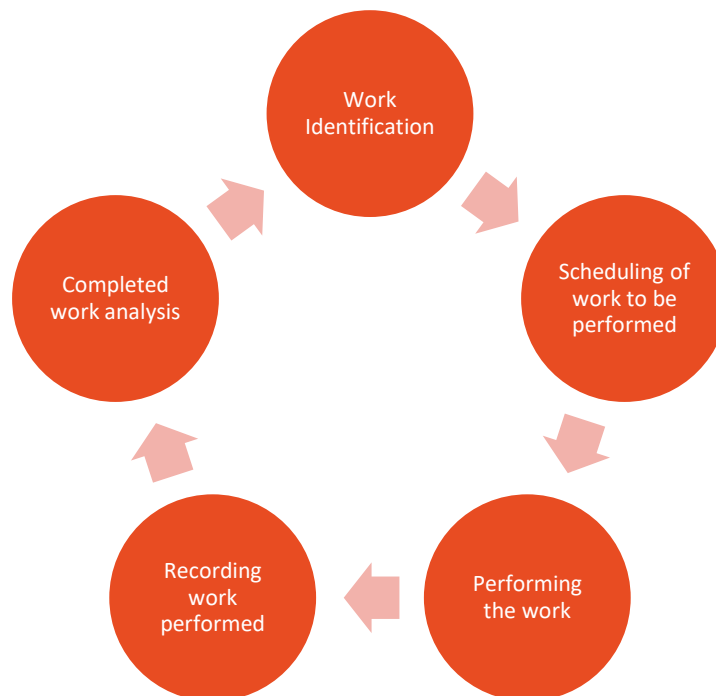
The District owns and operates an existing non-potable, recycle water system comprised of approximately 13.4 miles of pressurized pipe, ranging in size from 4"-30". The material is comprised of mostly PVC plastic. In 2018, approximately 7.6 miles of 24" ductile iron recycle transmission main was installed as part of a joint effort between Monterey One Water and Marina Coast Water District. This pipeline connects the Monterey One Advanced Wastewater Treatment Plant to the Blackhorse Reservoir, and will serve recycled water for the District's customers soon. This pipeline ~~will is~~ also ~~be~~-used for ground water recharge through indirect potable reuse for Cal Am and the Monterey Peninsula Management District. Currently, the ~~District-District is is in design for the recycle water distribution lines~~ out to bid for construction of the recycle water distribution network. The recycle distribution-which will connect ~~with-to~~ the District's ~~recycle water~~ RUWAP transmission line to provide high quality recycle water to ~~its-the~~ District's customers ~~soon~~ in the near future.

Section 3. Maintenance Management System

A maintenance management system is critical in keeping the District's assets maintained which will allow them to reach their useful life. A critical part in maintaining assets is having a system in place to be able to manage them. The District maintains its assets through a computer maintenance management system (CMMS). This program allows users to schedule work and see work history that was performed on the asset in the past.

Work flow of a maintenance management systems is a cyclical process comprised of five main components. Figure 1 below represents the five main components within the work flow of a maintenance management system.

Figure 1



Work identification: Work identification can be realized either preventatively or through a reactive based nature. Ideally, the District should have a goal of higher work identification through preventative means instead of when issues arise (reactive). Preventative maintenance is also key in reducing premature failure on the District's assets, thus reducing the number of hours of reactive work.

Scheduling of work to be performed: The District schedules work two ways: either through its Computer Maintenance Management Program (CMMS) first which will then schedule a work order (WO) to an assigned staff member, or the work is completed and then entered into the CMMS after completion. Ideally, work should be entered into the CMMS system prior to start so that the supervisor can efficiently schedule the Operations staff to allow for maximum efficiency of staff time. However, there are often critical breaks without any notice, which requires staff to attend to those issues immediately thus bypassing the CMMS scheduling preferred business model.

Performing of work: District staff perform a wide variety of work to maintain the water, wastewater and recycle water systems. Work is performed out in the field utilizing labor, equipment and materials.

Recording work performed: Recording work performed by District staff is critical in being able to analyze the performance of the asset and to be able to better predict possible future failures the asset may have. Recording of work through the District's CMMS also allows staff to be able to track labor, equipment, and material costs for the purposes of billing. The CMMS program also has the capability of a "storeroom" function to allow for inventory management, however this function still needs to be implemented.

Completed work analysis:

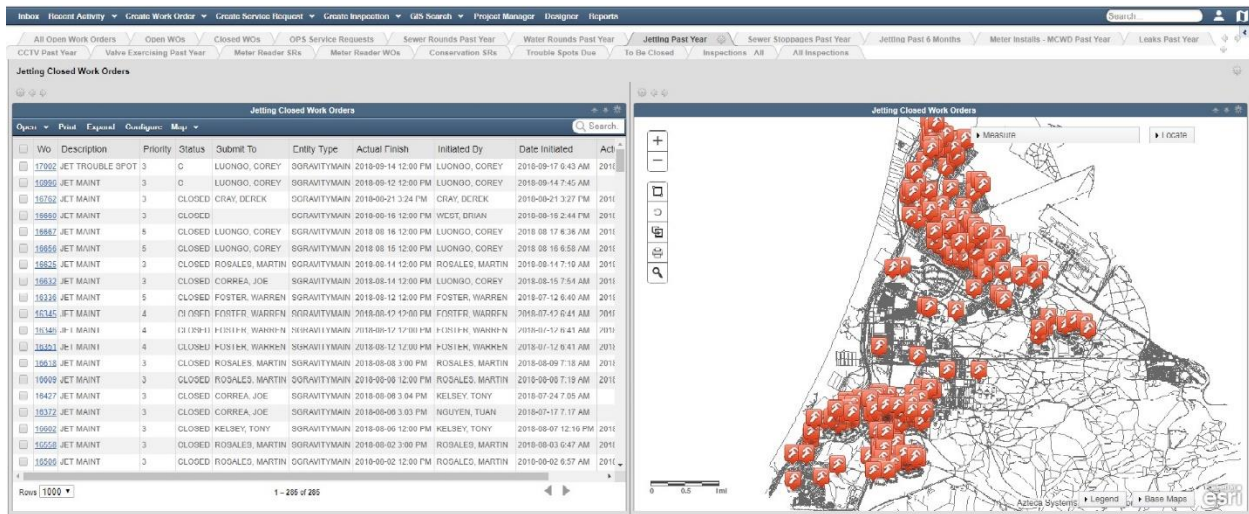
Completed work analysis allows the District to evaluate the assets, determine the costs to maintain them appropriately, and assess the condition of the asset to determine potential critical failures or when the asset has reached its end of useful life.

Section 4. MCWD Computer Maintenance Management System (CMMS)

The District utilizes Cityworks for its CMMS program. Cityworks went through a major upgrade and overhaul in mid-year of 2018. It was upgraded from version 2013 to Server 15.2.6. The update brought in new user graphical user interface (GUI), better integration of the District's GIS, mobile access and the ability to track inventory through the Storeroom function. This upgrade also now allows Operators to perform inspections on District facilities and create preventative maintenance work orders on District assets. Two future integrations planned to help assist the District in giving conditioning scores and better retention of records include: integration of closed-circuit television through the District's POSM software for sewer line inspections and water valve turning through the District's iWater software. Currently, the District utilizes the different software independently of Cityworks and integrating the two together would eliminate the need to replicate the data into Cityworks and would allow the District to perform condition assessment of the sewer lines and water valves through Cityworks.

Figure 2 below represents a screenshot of what an overview of the District’s Cityworks Dashboard looks like.

Figure 2



Section 5. Linear and Vertical Assets

Within the Operations and Maintenance Department, the Water, Sewer and non-potable systems are comprised of both linear and vertical assets. Linear assets are typically below ground and are comprised of the system piping and valves. Some examples are: water mains, water lateral lines, sewer mains, and non-potable water transmission and main lines, and shut off valves representative all three systems. Vertical assets are comprised within each pumping and storage facility for each system respectively. Some examples of vertical assets are: motors, pumps, Motor Control Centers (MCC), generators, diesel tanks, level transducers, and water quality analyzers. The following Sections describes in detail a list of the District’s assets related to each of the three systems within the District’s service area.

Section 6. Water and Sewer System Linear Assets

Water and sewer mains data is incorporated into the District’s GIS and Cityworks, however much of the data is missing key attributes such as install date, pipe material and sometimes size. This is due to several factors but one of the main reasons the District is missing key data is from when the District acquired the Ord systems. When these were acquired, the Army did not have these pipes attributed in the GIS. Obtaining this data is difficult, especially after the fact, because pipes cannot be easily viewed without having to dig up the street in order to see them. Thus, updating and attributing all of the District’s linear assets will be a labor and time intensive project that will most likely take several years to do.

Water Linear Assets - Mains and Hydrant Lines

The following Table 1 represents all the data within the District’s GIS system regarding water mains. Included under the water main footage is hydrant lines. This is because the District owns most of these lines comprised of 6” piping all the way to the fire hydrant. Due to a lack of Army records, nearly 81 percent of the District’s water system pipe material is unknown. Although, through operational history of fixing water leaks, and installing valves and mains, it is with a fair amount of certainty that most of the unknown water mains are comprised of asbestos cement pipe material.

Table 1

Pipe Material	Pipe Diameter	Length in Feet	Length in Miles	
Unknown		feet	miles	
	0.75	1067	0.20	
	1	3,327	0.63	
	1.25	1881	0.35	
	2	36,825	6.97	
	2.5	3,368	0.63	
	3	16,931	3.20	
	4	35,647	6.75	
	6	251,492	47.63	
	8	281,172	53.25	
	10	40,971	7.75	
	12	120,138	22.75	
	14	4256	0.80	
	16	42,735	8.09	
	18	29,340	5.55	
	20	8,426	1.59	
	24	30,634	5.80	
	27	8,405	1.59	
	unknown	2,875	0.54	
	Total	919,491	174.14	
Asbestos Cement	6	70	0.01	
	8	12435	2.35	
	10	1112	0.21	
	12	3616	0.68	
	14	240	0.04	
	16	20	0.00	
	total	17493	3.31	
	C-900	1	379	0.07
		1.5	664	0.12
		2	13,155	2.49
2.5		4,465	0.84	
4		690	0.13	
6		23,773	4.50	

	8	56,967	10.78
	10	13,684	2.59
	12	17,352	3.28
	16	3,571	0.67
	18	278	0.05
	20	8,207	1.55
	24	5,597	1.05
	30	1,679	0.31
	total	150,461	28.49
Ductile iron	4	86	0.01
	8	2,043	0.38
	10	104	0.01
	12	257	0.04
	30	131	0.02
	unknown	422	0.07
	total	3,043	0.57
steel	unknown	5,011	9.49
	total	5,011	9.49
Grand Total	1,140,603	216.02	

Water Main Isolation Valves

The following Table 2 represents the number of water main isolation valves within the District and is classified by size of pipe. There are 2,631 valves within the District which do not have an attributed size to them.

Table 2

Pipe Diameter	Number of Valves
1.5	3
2	23
2.5	7
3	12
4	49
6	709
8	433
10	20
12	143
14	1
15	1
16	13
18	6
20	6
24	6
unknown	2,631
Grand Total	4,063

Sewer Linear Assets - Mains

The following Tables, 3 and 4, represent all the data within the District’s GIS system regarding sewer gravity mains and sewer force mains respectively. Due to a lack of pipe material in the District’s GIS system nearly all sewer system pipe material is undocumented.

SEWER GRAVITY MAINS

Table 3

<i>Pipe Material</i>	Pipe Diameter	Length in Feet	Length in Miles
unknown	4	21,503	4.07
	6	278,147	52.68
	8	333,074	63.08
	10	42,988	8.14
	12	29,724	5.63
	14	669	0.13
	15	34,100	6.46
	18	13,899	2.63
	21	1,415	0.27
	24	3,375	0.64
	27	4,379	0.83
	30	4,326	0.82
	54	1,190	0.23
	72	486	0.09
	unknown	28,733	5.44
	total	798,007	151.14
	PVC		
<u>8</u>		<u>15,464</u>	<u>2.92</u>
unknown		16,620	3.15
total		<u>16,620</u> <u>32,084</u>	<u>3.15</u> <u>6.07</u>
grand total		<u>814,627</u> <u>830,091</u>	<u>154.29</u> <u>160.36</u>

SEWER FORCE MAINS

Table 4

<i>Pipe Material</i>	Pipe Diameter	Length in Feet	Length in Miles
Unknown	4	4,706	0.89
	6	3,914	0.74
	8	5,069	0.96
	10	19,763	3.74
	12	420	0.08
	15	349	0.07
	18	1,459	0.28

27	40	0.01
42	849	0.16[DC1]
unknown	7,884	1.49
total	44,45341,796	8.427.90

Section 7. Lifespan and when to Repair, Replace, or Rehabilitate Water and Sewer Mains

The lifespan of water and sewer mains are between 50-100 years depending on the material. Corrosion can often shorten the designed full lifespan drastically. Corrosion can be from either external or internal factors. External factors include soil conditions. The more corrosive a soil is the quicker certain materials of pipe will corrode. The water quality can cause pipes to deteriorate from the inside. For water mains, soft water tends to be more corrosive as found in surface water. The District's water is solely reliant on groundwater which is moderately hard and scale forming. With regards to sewer, the presence of hydrogen sulfide can cause a rapid increase in corrosion on the inside of sewer pipes. The following Table 5 is typical life expectancy for the District's most commonly used pipe.

Table 5

Pipe Material	Life Expectancy
Asbestos Cement (AC)	70 Years
Polyvinyl Chloride (PVC)	100 Years
Ductile Iron	70 Years
Clay	50 Years

The decision to renovate water mains by either replacing, repairing, or rehabilitating depends on three different scenarios:

1. Water Quality Issues- As water mains deteriorate, they can cause water quality issues. These water quality issues can either be harmful to consumers by harboring harmful bacteria, or they may just affect the aesthetics of the water such as taste, color and odor.
2. Decrease capacity- As water mains corrode and tuberculate, it can decrease the interior diameter and smoothness of the pipe, thus reducing the original capacity of the main. Also, as development increases in an area, it may be necessary to increase pipe size in order to meet demand and fire flows.
3. Pipeline failures- Pipeline failures can be costly to the District. Two main occurrences of cost from a pipeline failure are:
 - a. Actual cost to repair the pipeline- Labor, material and time used to repair the main, and;
 - b. District liability- potential claims against the District for property damage caused water leaks.

The decision to renovate sewer mains by either replacing, repairing or rehabilitating, primarily depends on two different reasons:

1. A need for increase capacity- Since sewer mains can be cleaned, they do not decrease in interior diameter such as water mains. However, the increase in development may require an increase in pipe size to be able to handle peak flows.
2. Pipe failures- Pipeline failures can cause property damage and environmental damage. Cost from sanitary sewer failures, resulting in overflows can result in cost to the district by:
 - a. Actual cost to repair the pipeline- labor, material and time used to repair the main, and;
 - b. District liability- potential claims against the District for property damage caused sewer overflow.
 - c. Fines- The State can levy heavy fines dependent on the amount and location of the sewer overflow. All overflows are required to be reported to the Waterboards and are entered into a database.

Section 8. Preventative Maintenance on Linear Assets

The following tables represent the required type of preventative maintenance, number of staff required, and total annual hours required to maintain the District’s linear assets.

Water Main Preventative Maintenance

Water Main Valve Exercising - Exercising water valves is a preventative maintenance program that is crucial to allow staff to isolate sections of main either for routine purposes or during an emergency such as a water main break. This program can prevent costly claims against the District when emergency water leaks are unable to shut down quickly due to broken or leaking valves. Water main valve exercising will lead to additional staff work in replacing valves that are broken. The District currently owns a valve exercising truck. This truck is equipped with software that has the ability to import data into a CMMS program to allow for tracking of work history done against the valve and valve attributes.

Number or Staff Required	Total Work Hours per year Needed
1	2,080

Directional Flushing- Directional flushing is used to improve water quality within the Distribution system. A program should be implemented to address the entire distribution system. This program requires mainline valves to be isolated in order to move water to create enough velocity to scrub the interior walls of the pipe.

Number or Staff Required	Total Work Hours per year Needed
4	480

Dead End Flushing- Water mains that are not in a grid or loop system that have dead ends can cause water quality issues from stagnant water. Operators utilize 2” blow offs at the end of these lines to flush and bring in fresh water. All dead-end lines should be flushed at a minimum of once a year.

Number or Staff Required	Total Work Hours per year Needed
1	120

Sewer Main Preventative Maintenance

Hydro cleaning Sewer Mains- Cleaning sewer mains using a “jetter” vehicle helps keep sewers flowing and reduces sewer main blockages. Jetting an entire system should be done at least once annually. Lines that have been more problematic are put on a “MCWD Trouble Spot” list and are jetted more frequently. Due to the constant traffic control needed and operation of the jetter truck, two operators are required when jetting sewer mains.

Number or Staff Required	Total Work Hours per year Needed
2	4,160

TV Sewer Line Inspections- Televising sewer lines help to locate areas that need repair and can help prevent catastrophic failure by finding problems and fixing them before complete failure occurs. MCWD utilizes Cityworks which will incorporate, in the future, conditioning data of sewer lines which can then assess the priority of replacement and repairs of sewer mains. MCWD should try to inspect at least 25% of their system annually.

Number or Staff Required	Total Work Hours per year Needed
2	4,160

Total Staff Hours
11,000

Section 9. Water and Sewer Vertical Assets

The District's vertical assets are the most easily accessible and maintainable assets. Unlike linear assets, vertical assets are typically above ground. The District's vertical assets are comprised within four categories: wells sites, water pump stations, water storage tanks and sewer pump stations. Within each respective category there are many sub or child assets. These assets are the most maintenance intensive and critical assets in keeping water and sewer flowing to the linear mains. In mid-year of 2018, as part of the CMMS upgrade, the new version of Cityworks allows staff to attribute and track vertical assets, complete work orders and setup preventative maintenance programs against them. Setting up a preventative maintenance on the District's vertical assets is key in reducing costs and prolonging the life of the equipment.

Water Well Sites

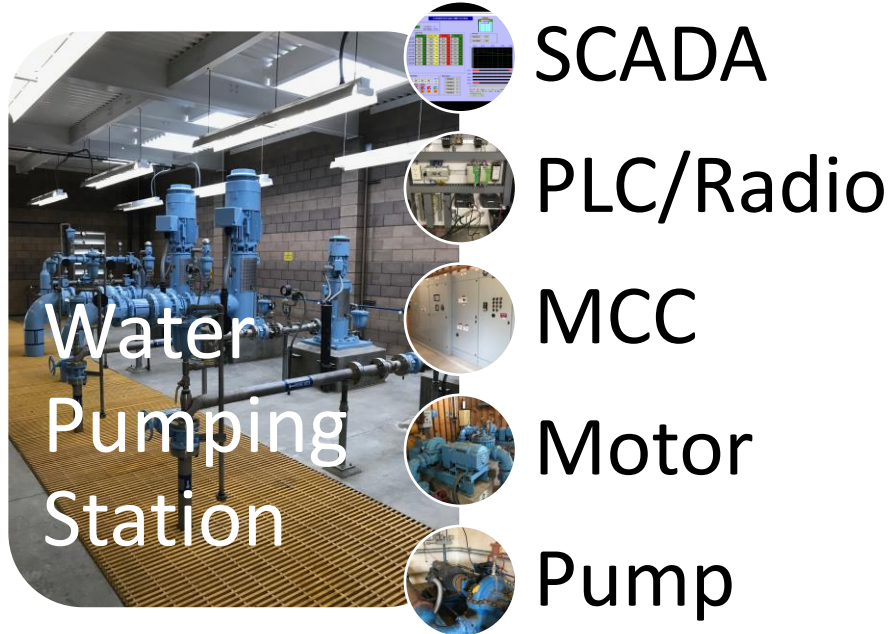


The District is comprised of 78 active potable well sites. These well sites are the District's sole source of water and are critical in keeping the District's water system pressurized. When a well site goes down for repair, it potentially can cause a huge impact to the system. Each well site has many sub vertical assets that must be maintained in order to keep the well working properly. The following Table 6 lists all main assets for the wells along with the total quantity within the District and the typical life expectancy of the asset.

Table 6

Equipment	Total Quantity in the District	Life expectancy (years)
Pump House	7	20-50
Well Casing	78	25-75 depending on material
Well Column	78	25-75 depending on material
Vertical Turbine Pump	78	15
Vertical Turbine Motor	78	7-15
MCC Building	78	15-20
MCC	87	35
Well Level Transducers	5	5
Flow Meter	87	20
Pressure Switch	87	15
Pressure Transducer	2	7-10
Pump Control Valve	87	20
PLC	87	12
RADIO	1716	15
Standby Generator	24	25
Automatic Transfer Switch	22	25
Angle Drive Standby Motor	12	25
Chlorine Pump	8	10
Chlorine Tank	3	15
Chlorine Analyzer	3	5-7
Conductivity Analyzer	2	5-7

Water Pumping Stations

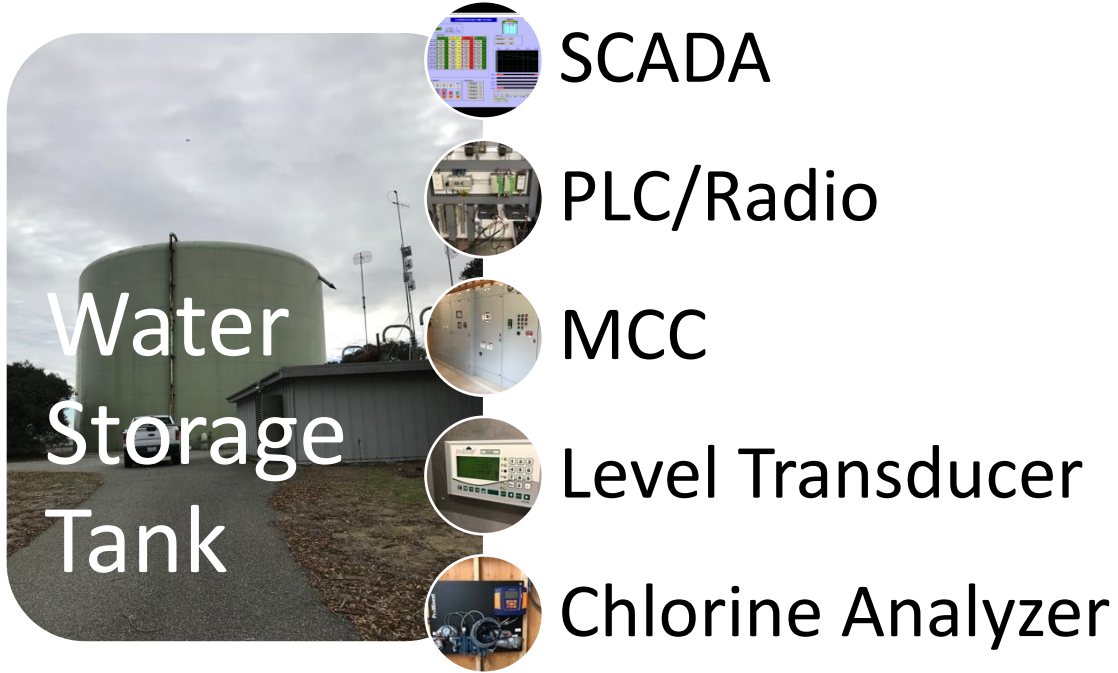


The District is comprised of 6 potable water pumping stations. These stations either pump water from one pressure zone tank to another, or they pump directly into the system. Each of these pump stations are critical in maintaining adequate water through the District's five different pressure zones. Two of the five sites pump directly into the District's distribution system to maintain adequate pressure, while the other three sites are used to fill water storage tanks in other pressure zones. The following Table 7 lists all the main assets for the water pump stations.

Table 7

Equipment	Total Quantity in the District	Life expectancy
Horizontal Motor	15	7-15
Vertical Turbine Motor	6	7-15
Centrifugal Pump	15	15
Vertical Turbine Pump	6	15
MCC Building	5	30
MCC	8	15-50
Flow Meter	6	20
Pressure Switch	5	15
Pressure Transducer	3	7-10
PLC	6	15
RADIO	7	15
Standby Generator	35	25
Automatic Transfer Switch	35	25
Pump Control Valve	9	20

Water Storage Tanks

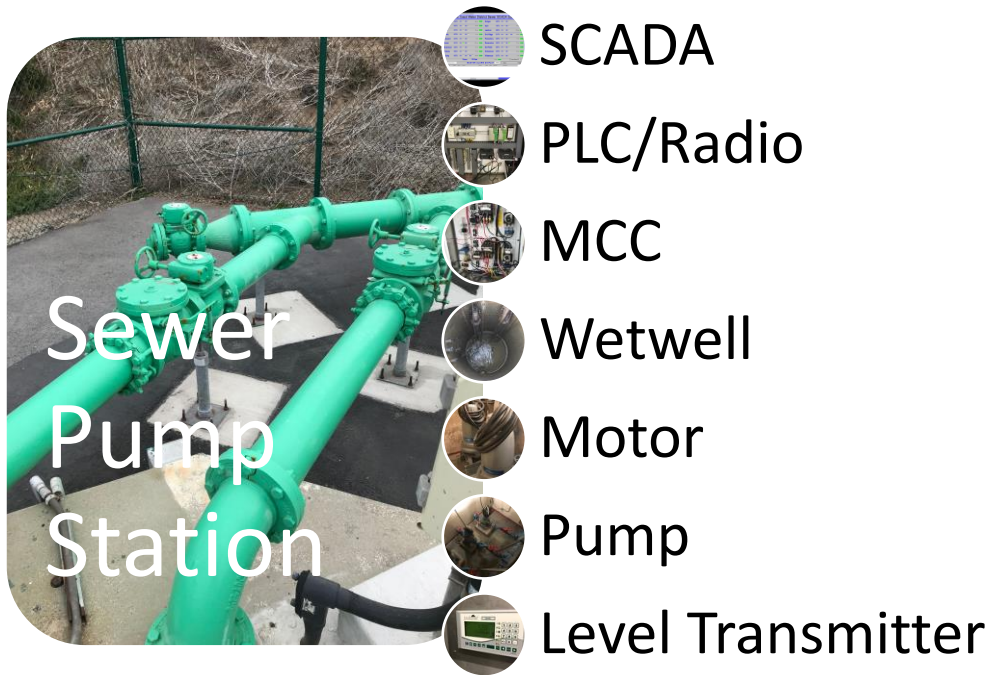


The District has 8 potable water storage tanks and 1 non-potable storage tank. These tanks play a critical role in maintaining pressure in the distribution system and providing enough storage to meet peak and fire flow demands. Table 8 lists all the main assets for the District’s storage tank sites.

Table 8

Equipment	Total Quantity in the District	Life expectancy (years)
Storage Tank	98	60-100
Shutoff Valves	110	50
Chlorine Analyzer	16	10
Flow Meter	65	20
Level Transducer	810	7-10
Solar Panels	2	20

Sewer Pump Stations



The District is comprised of 20 sewer lift stations that pump sewage from a lower elevation to a higher one, where it will then transition back to gravity. These lift stations are critical in keeping sewage flowing to the Monterey One Regional Wastewater Treatment Plant. The following Table 9 lists all the main assets of the District’s sewer lift stations.

Table 9

Equipment	Total Quantity in the District	Life expectancy (years)
Submersible Motor	3633	15-20
Non-Submersible Motor	68	15-20
Centrifugal pump	421	15-20
Pump House	3	20-50
MCC Building	1	20-50
MCC	20	15-50
Wet Well Level Transducers	198	7-10
Flow Meter	1	15-20
Floats	43	3-5
PLC	198	15
Radio	2019	15
Standby Generator	1817	25
Automatic Transfer Switch	1817	25

Water and Sewer System Miscellaneous Vertical Assets



Meters



Backflows



Fire
Hydrants



Manholes

The District maintains numerous other vertical assets not necessarily linked to pumping stations but are critical infrastructure required to keep the both the water and wastewater systems running. Some of the main vertical assets are meters, backflows, fire hydrants and manholes. The following tables depict the amount of each respected assets as listed in the District’s GIS system.

Number of Meters
<u>8,9389,353</u>

Number of Fire Hydrants
1,535

Number of Manholes
<u>2,5652,611</u>

Number of MCWD Backflows
102

Section 10. Preventative Maintenance on Vertical Assets

The following tables represent the needed type of preventative maintenance, number of staff required, and total annual hours required to maintain the District’s vertical assets.

Vertical Assets Preventative Maintenance

Pressure Reducing Valve (PRV) maintenance - Pressure reducing valves are a critical component for MCWD’s water system. They regulate pressure within the 5 different pressure zones. If a PRV station lacks maintenance, it could potentially fail causing high water pressure to be delivered to customer’s homes. This could result in bursting of water mains and homeowner’s private water lines. Maintenance should be done annually, and it should include exercising the valves, flushing them out, checking the sensing lines, adjusting pressure to MCWD standard and replacing any components that have failed or look like they are about to fail.

Number or Staff Required	Total Work Hours per year Needed

2	80
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Air Relief Valve Maintenance - Air relief valves should be exercised annually to help prevent premature failure. These devices are utilized to release trapped air within water distribution lines, which can lead to an airlock or water hammer. On sewer lines, air pockets can harbor corrosive gasses causing potential pipeline failures.

Number or Staff Required	Total Work Hours per year Needed
1	60

Fire Hydrant Maintenance - Fire hydrant maintenance includes: exercising each port opening to ensure full operation, greasing the caps and stems, touch up painting and flushing water through each port. This program will also create additional work when deficiencies are found on hydrants. These will then need to be put on a repair or replacement list.

Number or Staff Required	Total Work Hours per year Needed
1	480

Flow Meter Calibration - Flow meters calibration should be done annually per State mandates. This ensures all meters are within industry standards. There are 112 potable flow meters to be done a year.

Number or Staff Required	Total Work Hours per year Needed
1	18

Reservoir Inspections - Per the State Waterboards, the District is required to inspect all the tops of each reservoir and operate each isolation valve attached to the reservoir twice annually. Due to the hazards of high elevation, two staff members are required.

Number or Staff Required	Total Work Hours per year Needed
2	36

Motor PM - Motor PM includes annual oil changes, greasing, and megger testing at all water and wastewater pumping stations. Wastewater submersible pumps are required to be pulled from each wetwell in order to perform any PM on them.

Number or Staff Required	Total Work Hours per year Needed
2	320

MCC Maintenance - This includes cleaning of electrical components to prevent premature failure, checking tightness of fittings and performing thermal imaging of panels for any hot spots.

Number or Staff Required	Total Work Hours per year Needed
1	600

Sewer Pump Station Float Maintenance - Staff needs to clean buildup of grease off floats and ensure floats are working periodically to ensure redundancy in the system. When it is found that floats are no longer working, replacements should be installed immediately.

Number or Staff Required	Total Work Hours per year Needed
2	120

Water Quality Analyzer Maintenance - This maintenance includes replacing and wiring in new probe sensors, changing membrane caps and calibration and verification of instrument.

Number or Staff Required	Total Work Hours per year Needed
1	64

Pump Efficiency Testing - Pump efficiency testing is done by looking at the flow rate of your pump, the electrical draw and then calculating the efficiency of the motor and the pump. Doing this annually will help determine when to make adjustments, repairs or replacements of pumps or motors in order to reduce electrical costs.

Number or Staff Required	Total Work Hours per year Needed
2	160

Storage Reservoir Cleaning and Inspections - Staff should drain and physically inspect and clean storage reservoirs every few years if a tank is able to be removed from service. Currently, staff utilize divers to come in every 35 years to inspect and clean the storage reservoirs. There are currently 8 potable reservoirs and 1 non potable reservoir in the system.

Number or Staff Required	Total Work Hours per year Needed
4	640

*Time is for 2 reservoirs to be inspected each year.

Total Staff Hours
2,578

Section 11. Preventative Maintenance Breakdown Summary for Operations Staff and Maintenance Staff

Operations Staff					
Job	Equipment needed	# of Staff Required	Frequency	Total Hours Needed Per Staff Member	Total Hours
Water Main Valve Exercising	Valve Truck	1	Year Round	2,080	2,080
Directional Flushing	Valve Truck Pickup Trucks	4	Once a Year	120	480
Dead End Flushing	Pickup Trucks	1	Once a Year	120	120

Hydro Cleaning Sewer Mains	Vactor Jetter	2	Year Round	2,080	4,160
CCTV Sewer Mains	CCTV Van	2	Year Round	2,080	4,160
PRV Maintenance	Pickup Trucks Atmospheric Tester	2	Once a Year	40	80
Air Relief Valve Maintenance	Pickup Trucks	1	Once a Year	60	60
Fire Hydrant Maintenance	Pickup Trucks	1	Once a Year	480	480
Reservoir Inspections	Pickup Trucks, Fall Protection	2	Twice a Year	18	36
Storage Reservoir Cleaning and Inspections	Pickup Trucks, Fall Protection, Atmospheric Tester	4	2 Tanks a Year	160	640
Total					12,296

Electrical/Mechanical Staff

Job	Equipment Needed	# of Staff Required	Frequency	Total Hours Per Staff Member	Total Hours
MCC Maintenance	Pickup Truck, Electrical Tester	1	Annually	600	600
Sewer Pump Station Float Maintenance	Pickup Trucks, Electrical Tester	2	Annually	60	120
Water Quality Analyzer Maintenance	Pickup Truck, Electrical Tester	1	Quarterly	64	64
Pump Efficiency Testing	Pickup Trucks, Electrical Tester, Clamp on Flow Meter	2	Annually	80	160

Motor PM	Pickup Trucks,	2	Annually	160	320
Flow Meter Calibrations	Pickup Truck	1	Annually	18	18
Total					1282

Section 12. Other Operator Duties

Focusing staff time on preventative maintenance is ideal to reduce failures and prolong assets within the District, however there are instances when staff is pulled off of preventative maintenance due to reactive issues that are more pressing and need immediate attention. Examples of reactive issues would be: water main leaks, service line leaks, sewer overflows, and pump station failures to name a few. Also, staff work on other duties not necessarily classified as preventative or reactive but necessary in order to keep the systems running. Below are duties that staff work on that reduces the number of staff hours allocated for preventative maintenance.

Water Rounds - Water rounds are comprised of a certified operator, checking each of our potable pumping and storage facilities. This is done daily and is a requirement per our Drinking Water Permit. Also, once a week typically on Mondays, the operator will run all the potable well sites and take general mineral/physical samples from each to ensure that the wells are to MCWD standards. Rounds also include running standby generators at each site monthly, checking and calibrating online water quality analyzers, recording pumping levels, flows, performing chemical dosage drawdowns, and maintaining CL2 pumps and levels.

Number or Staff Required	Total Work Hours per Year Needed
1	2,080

Distribution Samples - 40 bacteriologic samples per month are required by the State to be taken throughout the MCWD's distribution system to provide confirmation that safe drinking water is being provided to customers. This task is done on Monday or Tuesday following a District approved holiday.

Number or Staff Required	Total Work Hours per year Needed
1	260

Backflow Program - MCWD maintains a backflow program which consists of maintaining, testing and repairing MCWD owned backflows as well as ensuring all private backflows are tested and maintained. This program also conducts cross connections surveys to determine the degree of hazard and whether a backflow prevention assembly needs to be installed.

Number or Staff Required	Total Work Hours per year Needed
1	1,040

USA Markings - MCWD must mark all their underground utilities whenever a contractor calls in for an underground service alert (USA) to prevent them from damaging our lines. The volume of markings depends on the current construction demand and the size of the job.

Number or Staff Required	Total Work Hours per year Needed
1	1,040

Sewer Rounds - Sewer rounds are comprised of an operator checking each of our sewer lift stations and the abandoned Ord Wastewater Treatment Plant. This work should be done daily to ensure each lift station is properly functioning. Rounds also include running standby generators at each site monthly, recording pumping levels, flows, and washing and pumping down the inside of each wetwell to prevent excess grease from forming.

Number or Staff Required	Total Work Hours per Year Needed
1	2,080

Fats, Oil, Grease (FOG) Inspections - FOG inspections are done bi-annually at 102 different locations. The purpose of these inspections is to ensure that businesses are staying compliant with their grease interceptors/traps. Keeping businesses in compliance helps reduce the amount of grease within MCWD sewer mains, thus reducing SSO's.

Number or Staff Required	Total Work Hours per year Needed
1	240

Purchase orders - Currently an Operator does all purchasing and PO's for Operations and Maintenance.

Number or Staff Required	Total Work Hours per year Needed
1	312

Vehicle Maintenance - Operators are to maintain each of their own vehicles for cleanliness and to ensure that they are properly stocked. Also, the Operators will maintain the District's small and heavy equipment as well. O & M is responsible for the fleet of the District's 21 light and small duty vehicles and 10 larger duty and heavy equipment.

Number or Staff Required	Total Work Hours per year Needed
11	832

Lot Maintenance - The District still maintains old well lots and other vacant lots which they must routinely spray, pick up garbage, and maintain throughout the year.

Number or Staff Required	Total Work Hours per year Needed
1	160

Beach Sand – Operators must, at a minimum on a quarterly basis, move sand that accumulates at the Beach office with a Skid Steer. They use a broom attachment to sweep up the parking lot area, to maintain a slip free environment.

Number or Staff Required	Total Work Hours per year Needed
1	128

Total Staff Hours
8,172

Section 13. Total Hours Needed for Preventative and Other Duties Excluding Reactive Tasks

Total Staff Hours Required	Total number of System Operators	Total Number of Maintenance Mechanics
20,460	10	
1,290		1

Section 14. Current Approved Positions

The following table represents the current funded position within the Operations and Maintenance Department as of March ~~2019~~2020.

Table 10

POSITION	FUNDED AMOUNT
OPERATIONS AND MAINTENANCE MANAGER	1
OPERATIONS AND MAINTENANCE SUPERVISOR	1
ELECTRICAL/MECHANICAL FIELD SUPERVISOR	1
SYSTEM OPERATOR III	1
SYSTEM OPERATOR I/II	11
GRAND TOTAL	15

Section 15. District Large Fleet and Equipment

It takes specialized equipment in order to maintain a water and sewer system. Equipment such as combination-hydro cleaners and valve turning machines are used for both preventative and reactive maintenance work. The following Table 11 shows the District's large fleet and heavy equipment with regards to the age, lifespan and typical replacement costs.

Table 1

Vehicle	Year	Lifespan	Replacement Cost
Ford CCTV Van	2015	10-15	\$175,000
Ford F-550 Valve Truck	2011	15	\$150,000
International Camel Jetter	2008	15	\$3390,000
International Vactor Combination Hydro-Cleaner	2003 <u>New 2020 to be Delivered March</u>	15	\$475,000
Caterpillar 414E Loader	2007	15-20	\$125,000
Caterpillar 416C Backhoe	1999	15-20	\$125,000
Ford F450 Dump Truck	2004 <u>New 2020 to be Delivered May</u>	10-15	\$75,000
Ford F250 Crane Truck	2005	10-15	\$75,000
Caterpillar DP25 Forklift	1998	25	\$25,000
John Deere 329D Skid Steer	2012	15-20	\$75,000

Section 16. Capital Equipment/CIP

The following Tables 12 and 13 details what capital equipment/CIP should be replaced or installed for the water and sewer systems within each cost center. Table 12 represents an immediate need and should be replaced, repaired or rehabilitated within the next year. Table 13 is a projection for years 2-5.

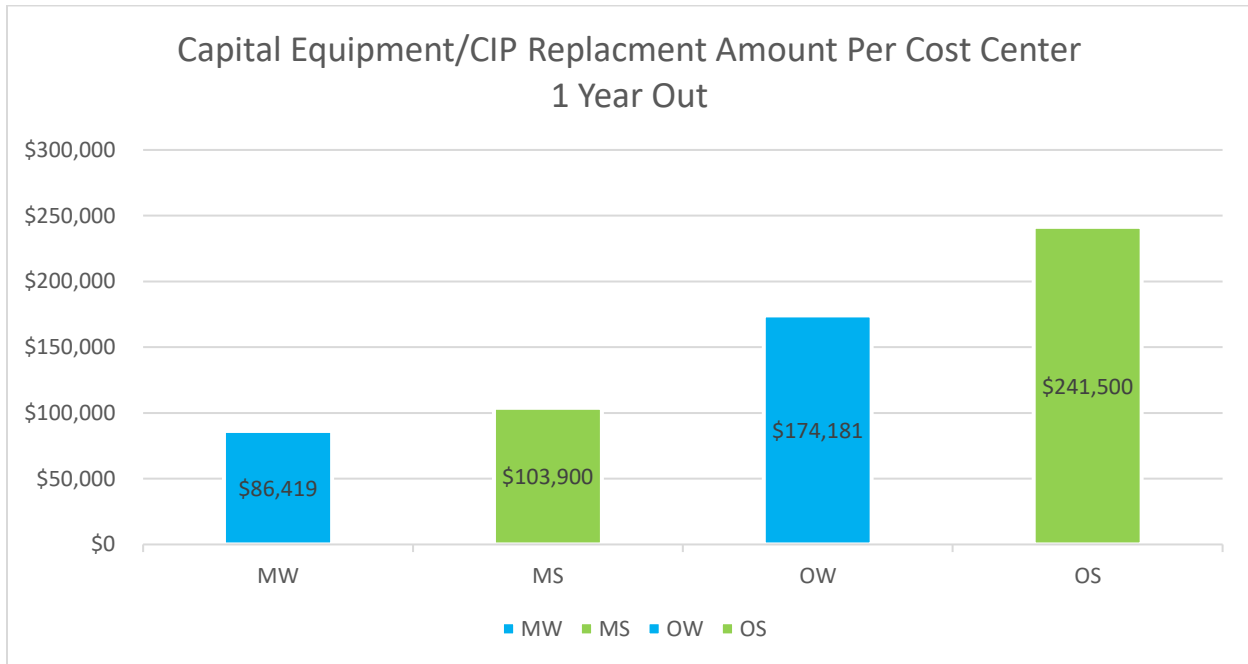
1 Year Out

Table 12

Equipment	Location	Reason	Cost Center	Estimate Cost	Status
Vactor		Reached useful lifespan, critical piece of equipment	MW,MS, OW,OS	\$480,000	<u>Purchased, Awaiting Delivery</u>
Standby Generator/Auto Transfer Switch	East Garrison Lift Station	No standby generator currently	OS	\$107,500	<u>Completed</u>
Standby Generator/Auto Transfer Switch	Dunes Lift Station	No standby generator currently	OS	\$107,500	<u>Completed</u>
Standby Generator/Auto transfer switch	Cresecent Lift Station	No standby generator currently	MS	\$35,000	<u>Completed</u>
Double Wall Containment Tank	East Garrison Lift Station	Tank is currently a single wall. Need to replace with double wall for safety	OS	\$20,000	<u>Completed</u>
Hypo Tank Replacement	Well 10	Reached end of useful life	MW	\$10,000	<u>Completed</u>
Hypo Tank Replacement	Well 11	Reached end of useful life	MW	\$10,000	<u>Completed</u>
Hypo Tank Replacement	Well 12	Reached end of useful life	MW	\$10,000	<u>Completed</u>
Hypo Tank Replacement	Int. Tank	Reached end of useful life	OW	\$10,000	<u>Completed</u>
Mag Meters with Modbus Out	All Wells and interties	Current meters are propeller. Mag are more accurate and allow integration with SCADA through modbus	MW, OW	\$6681,000	<u>In progress</u>
Diesel Tank	Giggling Lift Station	Diesel tank has reached its useful lifespan	OS	\$15,000	<u>Will not need, due to emergency generator project</u>

Diesel Tank	Booker Lift Station	Diesel tank has reached its useful lifespan	MS	\$15,000	<u>Will not need, due to emergency generator project</u>
MCC and Pump Replacement	D-Booster	One pump is currently undersized and needs to be replaced	OW	\$65,000	
Dunes Flygt Pump and Pedestal Replacement	Dunes Lift Station	Pumps and Pedestal have reached their useful life	MS	\$40,000	
Conductivity Analyzers	Wells 29,30,31,34, WG	To monitor for salt water intrusion	OW	\$40,000	<u>In progress</u>
<u>Jetter Truck</u>		<u>Reaching useful lifespan, plus changes in CARB regulations will require replacement of motor or vehicle</u>	<u>MS, OS</u>	<u>\$330,000</u>	<u>FY 2020-2021</u>
<u>Water Mole</u>		<u>To run, new or replacement services under the road without having to open trench</u>	<u>MW, OW</u>	<u>\$20,000</u>	<u>FY 2020-2021</u>
<u>Skid Steer/ Pipe Trailer</u>		<u>To Haul Skid Steer and pipe</u>	<u>MW,MS, OW, OS</u>	<u>\$15,000</u>	<u>FY 2020-2021</u>
<u>Night Light Trailer</u>		<u>To provide lighting for emergency night work</u>	<u>MW,MS, OW, OS</u>	<u>\$25,000</u>	<u>FY 2020-2021</u>
<u>Safety Beacons on Trucks</u>		<u>To provide emergency lighting when working in roadway</u>	<u>MW,MS, OW, OS</u>	<u>\$30,000</u>	<u>FY 2020-2021</u>
<u>Storage Tank Fall Protection</u>		<u>To provide fall protection when climbing water storage tanks</u>	<u>MW, OW</u>	<u>\$25,000</u>	<u>FY 2020-2021</u>
<u>CL2 Flow Meters</u>		<u>To accurately detect CL2</u>	<u>MW, OW</u>	<u>\$40,000</u>	<u>FY 2020-2021</u>

flows and put
into SCADA



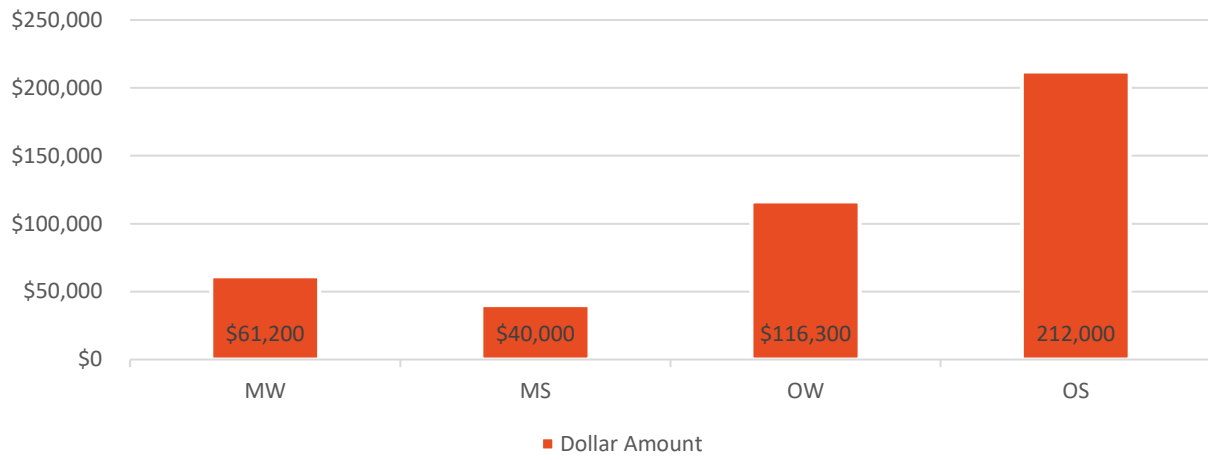
2-5 Years Out

Table 13

Equipment	Location	Reason	Cost Center	Estimate Cost	Status
MCC Panel Replacement	Wittenmyer Lift Station	MCC panel has reached its useful lifespan	OS	\$250,000	<u>Not yet started</u>
New Flygt Pumps	Hodges Lift Station	Pumps have reached its useful life	OS	\$20,000	<u>Not yet started</u>
Large Mag Meter	D Booster	Current meter does not work	OW	\$7,500	<u>Not yet started</u>
(3) pump and motor replacements	Reservoir 2	Original pump and motors, one does not currently work	MW	\$750,000	<u>Not yet started</u>
Remove angle drive, install Generator/Auto Transfer Switch	Well 30,31	No auto-backup power	OW	\$600,000	In progress due to emergency generator project
Standby Generator	Well 34	No auto-backup power	OW	\$150,000	Completed

<u>Standby Generator/Auto Transfer Switch</u>	<u>Well 29</u>	<u>No auto-backup power</u>	<u>OW</u>	<u>\$200,000</u>	<u>no longer needed with emergency generator project</u>
<u>Valve Insertion Tool</u>		<u>To allow O & M to insert valves without having to shutdown mains</u>	<u>MW, OW</u>	<u>\$40,000</u>	<u>Not yet started</u>
<u>Replacement Generator for Wittenmyer Lift Station</u>	<u>Wittenmyer Lift Station</u>	<u>Generator is reaching the end of its useful life</u>	<u>OS</u>	<u>\$32,000</u>	<u>Not yet started</u>
<u>Replacement Generator for Airfield Lift Station</u>	<u>Airfield Lift Station</u>	<u>Generator is reaching the end of its useful life</u>	<u>OS</u>	<u>\$32,000</u>	<u>Not yet started</u>
<u>Replacement Generator for Giggling Lift Station</u>	<u>Giggling Lift Station</u>	<u>Generator is reaching the end of its useful life</u>	<u>OS</u>	<u>\$45,000</u>	<u>Not yet started</u>
<u>Replacement Generator for San Pablo Lift Station</u>	<u>San Pablo Lift Station</u>	<u>Generator is reaching the end of its useful life</u>	<u>OS</u>	<u>\$28,000</u>	<u>Not yet started</u>
<u>MCC and Pump Replacement</u>	<u>D Booster</u>	<u>One pump is currently undersized and needs to be replaced</u>	<u>OW</u>	<u>\$80,000</u>	<u>Not yet started</u>
<u>Dunes Flygt Pumps and Pedestal Replacement</u>	<u>Dunes Lift Station</u>	<u>Pumps and Pedestal have reached their useful life</u>	<u>MS</u>	<u>\$40,000</u>	<u>Not yet started</u>
<u>Airfield Lift Station New Flygt Pumps</u>	<u>Airfield Lift Station</u>	<u>Flygt pumps have reached their useful life</u>	<u>OS</u>	<u>\$30,000</u>	<u>Not yet started</u>

Capital Equipment Replacment/CIP Amount Per Cost Center 2-5 Years Out



Section 17. MCWD Staffing Levels Compared to other Public Agencies

The following tables represent the staffing levels of other agencies compared to MCWD. These agencies were chosen as they were used recently in a 2018 class and compensation comparative with the District. The data was compiled using each agency's information located on their respective website, regarding staffing levels and their system sizes and configurations. Data was pulled by looking through their adopted budget, organizational charts, system information pages and their consumer confidence reports. Comparing staffing levels to other agencies is a complicated task, since no agency's system is alike. Included in the tables are the number of pumping facilities each agency has as well as if there is a Water Treatment Plant. The agencies that do have a Water Treatment Plant have dedicated treatment plant staff. However, these staff members typically also take care of the agencies other production facilities (well sites, pumping stations, storage reservoirs). MCWD does not currently have a Water Treatment Plant, but the District's System Operators do take care the District's water wells and pumping facilities. A common method when comparing staffing levels is to look at staffing levels in relationship to the total length of mains. Since each agency has a wide variety of job descriptions, jobs were grouped for the ease of comparing into seven categories: Managers, Superintendents, Supervisors, Collections Operators, Electrical/Mechanical staff, Field Maintenance, and System Operators. System Operators are combined with Distribution and Treatment since treatment staff in these compared agencies work on distribution production sites. MCWD's System Operators are unique as they perform a very wide range of duties: Water Distribution/Production, Collection Systems Operations and maintenance. Due to their unique classification for the use of comparing, the District's System Operators are all grouped into the column, System Operators.

When comparing total staff with the length of pipe, MCWD is approximately 9 miles of pipe per employee over the average of all compared agencies. This equates to approximately a shortage of 13 staff members to equate to the average of one staff member per 11 miles of pipe.

Table 14

Agency	Miles of H2O Pipe	Miles of Sewer Pipe	Total miles of pipe	Number of Wells	Number of Storage Reservoirs	Number of Pump Stations	Has Treatment Plant	Number of Sewer Lift Stations
Goleta Water District	270	0	270	9	8	*	Yes	0
Montecito Water District	114	0	114	12	*	3	No	0
North Marin Water District	342	5	347	3	58	39	Yes	0
San Lorenzo Valley Water District	185	0	185	7	46	*	Yes	0
Soquel Creek Water District	166	0	166	17	18	*	Yes	0
South Coast Water District	158	140	298	0	13	9	No	13
Yorba Linda Water District	160	286	428	10	14	12	No	1
Average	199.29	59.00	258.29	8.29	26.17	15.75		2
Marina Coast Water District	162	150	312	8	8	6	No	20

*Unable to find data

Table 15

Agency	O & M Managers	Superintendents	O & M Supervisors	Collections Operators	Elect/Mech	Field Maintenance	System Operators (treatment or Distribution)	Total Employees	Miles of pipe per employee
Goleta Water District	1	2				13	11	27	10.00
Montecito Water District	1	2	0			7	4	14	8.14
North Marin Water District		2				11	13	26	13.35
San Lorenzo Valley Water District	1	0	2		2	7	7	19	9.74
Soquel Creek Water District	1	0	2		1	6	4	14	11.86
South Coast Water District	1	0	2	11	3		10	27	11.04
Yorba Linda Water District	1	2	0		2	25	5	35	12.23
Average	1.00	1.14	1.20	11.00	2	11.50	7.71	23.14	11.16
Marina Coast Water District	1	0	1		1		12	15	20.80

Section 18. Recommendations

Asset Management Improvements

Due to the amount of missing data for the District’s assets, it is recommended that the District continue to actively attribute their assets within the GIS and CMMS to allow staff to actively track assets, and setup a preventative maintenance and replacement program against them. Linear assets are going to be much more time intensive to attribute and may take years to complete since they are not easily able to be visually inspected. Staff is currently working on incorporating all major vertical assets within the District’s GIS. Once all vertical assets are in the District’s GIS, it is recommended that the District setup an asset management plan to address maintenance and replacement of the District’s assets. This plan will help to extend the life of assets to their full usefulness and will help to create a schedule for replacements of assets that are near the end of their useful life or are potentially about to critically fail.

Staffing Levels to Maintain District Assets

Currently, Operations and Maintenance has 14 field personnel which includes 2 working Supervisors, the Operations and Maintenance Supervisor and the Electrical/Mechanical Field Supervisor. Preventative and other required duties require 10 System Operators and 1 Electrical/Mechanical worker for a total of 11 staff members. When factoring in time off allowed for staff, there must be a deduction of approximately one full time position as staff take off over 2080 hours combined within a calendar year. This leaves the District with a staff of 13 to handle all duties, preventative and reactive. At these levels, it leaves the department with only two extra staff members to work on special projects and any reactive repairs. Due to the age of the system, staff is working almost daily on a reactive repair. Currently, Operations and Maintenance does not have a fulltime Administrative Assistant on staff, however in October of 2019, a contract Administrative Assistant was brought in to help relieve the Operations staff with office and clerical work. This addition has been extremely helpful to the Operations and Maintenance department and has relieved an Operator from having to do clerical work. Essentially, this has put another Operator out in the field, full time. Therefore, it is my recommendation that over the course of the next three years, the department adding (1) full time Administrative Assistant, ~~(4)~~(3) fourthree additional System Operators I/II, and (1) one additional Electrical/Mechanical I/II within the following time schedule:

Fiscal Year 19/20 <u>20/21</u>	1 System Operator I/II <u>1 Administrative Assistant</u>
Fiscal Year 20/21 <u>21/22</u>	1 Electrical Mechanical I/II 1 System Operator I/II
Fiscal Year 21/22 <u>22/23</u>	2 <u>2</u> System Operator I/II

This would bring the District closer to the typical range of other Cities and District’s personnel levels and would ensure the District has enough staff to properly maintain the water and wastewater systems.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-F

Meeting Date: March 16, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Approve the Draft Revised Minutes of the Regular Joint Board/GSA Meeting of January 29, 2020

Staff Recommendation: The Board of Directors approve the draft revised minutes of the January 29, 2020 regular joint Board meeting.

Background: *Strategic Plan, Mission Statement – We Provide high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The draft revised minutes of January 29, 2020 are provided for the Board to consider approval. At the last meeting staff was asked to include some comments made by Directors and this is becoming more frequent as of lately. Many years ago, the Board approved providing action-only minutes, and while staff tries to accommodate action-only minutes, there are times when slightly more detailed minutes are beneficial for accurate accounting of actions. Staff walks a fine line of providing necessary action minutes and occasional extra detail to accurately account for certain actions. Going forward, staff will return to action-only minutes with only necessary detail if needed.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: None

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

Material Included for Information/Consideration: Draft revised minutes of January 29, 2020.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
211 Hillcrest Avenue, Marina
January 29, 2020

Draft Minutes

1. Call to Order:

President Moore called the meeting to order at 6:30 p.m. on January 29, 2020 at the Marina Council Chambers, 211 Hillcrest Avenue, Marina, California.

2. Roll Call:

Board Members Present:

Thomas P. Moore – President
Jan Shriner – Vice President
Herbert Cortez
Peter Le
Matt Zefferman

Board Members Absent:

None

Staff Members Present:

Keith Van Der Maaten, General Manager
Roger Masuda, District Counsel
Kelly Cadiente, Director of Administrative Services
Derek Cray, Operations and Maintenance Manager
Michael Wegley, District Engineer
Don Wilcox, Senior Engineer
Rose Gill, HR/Risk Administrator
Patrick Breen, Water Resources Manager
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Paul Lord, MCWD
Andrew Sterbenz, Schaaf & Wheeler
Philip Clark, Seaside Resident, WCC Member
Gary Petersen, SVBGSA
Laura Carpenter, Fieldman, Rolapp & Associates
Dan Kurz, Morgan Stanley
Doug Yount, Shea Homes
Vera Nelson, EKI Environment & Water
Donna Dulo, Seaside Resident
Dennis Robinson, Marina Resident

3. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 6:32 p.m. to discuss the following items:

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) Marina Coast Water District vs California-American Water Company, Monterey County Water Resources Agency; and, California-American Water Company, Monterey County Water Resources Agency vs Marina Coast Water District, San Francisco Superior Court Case Nos. CGC-15-547125, CGC-15-546632 (Complaint for Damages, Breach of Warranties, etc.)
- 2) Marina Coast Water District v, California Coastal Commission (California-American Water Company, Real Party in Interest), Santa Cruz County Superior Court Case No. 15CV00267, Sixth Appellate District Court of Appeals Case No. H045468
- 3) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- 4) Marina Coast Water District, and Does 1-100 v, County of Monterey, County of Monterey Health Department Environmental Health Bureau, and Does 101-110, Monterey County Superior Court Case No. 18CV000816 (Petition for Writ of Mandate and Complaint for Injunctive Relief)
- 5) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Property in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)

B. Pursuant to Government Code 54956.9(d)(4)

Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation – Two Potential Cases

The Board ended closed session at 7:04 p.m.

President Moore reconvened the meeting to open session at 7:06 p.m.

5. Reportable Actions Taken during Closed Session:

Mr. Roger Masuda, District Counsel, stated that there were no reportable actions taken during Closed Session.

6. Pledge of Allegiance:

Mr. Masuda led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no comments.

8. Presentations:

A. Consider Adoption of Resolution No. 2020-01 in Recognition of Paul Lord, Water Conservation Specialist III, for 15 Years of Service to the Marina Coast Water District:

President Moore made a motion to adopt Resolution No. 2020-01 in recognition of Paul Lord, Water Conservation Specialist III, for 15 years of service to the Marina Coast Water District. Vice President Shriner seconded the motion. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Cortez	-	Yes	President Moore	-	Yes
Director Le	-	Yes			

President Moore read the narration and presented Mr. Lord with a gift certificate.

B. Receive a Presentation on the District's \$17,725,000 Enterprise Revenue Certificates of Participation, Series 2019:

Ms. Kelly Cadiente, Director of Administrative Services, introduced this item. Ms. Laura Carpenter, Fieldman Rolapp & Associates, and Mr. Dan Kurz, Morgan Stanley, explained the process of marketing the 2019 Enterprise Revenue Certificates of Participation to potential investors. They stated the response from investors was excellent with many more investors wanting to purchase bonds than were available resulting in the final an-in borrowing cost of 2.99% over a thirty-year period. The Board asked clarifying questions.

9. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Groundwater Sustainability Plan Workshop – Public Hearing:

1. Close the Public Hearing and Consider Adoption of Resolution No. 2020-GSA01 to Approve the 180/400 Foot Aquifer Groundwater Sustainability Plan for the Marina Coast Water District Groundwater Sustainability Agency:

Agenda Item 9-A1 (continued):

Mr. Patrick Breen, Water Resources Manager, introduced this item and asked if there were any questions. Director Zefferman asked if the Board would receive a presentation on the USGS Hydrologic Model. Mr. Breen answered that it could be arranged once they have a final product. Director Zefferman asked who would be the lead on the Prop. 68 Grant funds. Mr. Breen answered that it would most likely be MCWDGSA.

Director Le asked if the plan was entirely compliant with the Groundwater Sustainability Act with regards to a sustainable yield. He also voiced his concern with the list of Priority Projects, particularly the pumping barrier, and asked how the District could fight so hard against Cal Am's desalination project saying it would have an adverse environmental impact, then propose to do the same type of project and say there is no impact to the environment. Mr. Masuda answered that by approving the Groundwater Sustainability Plan (GSP), the Board was not approving the proposed projects. He said the potential projects listed are to help meet the sustainability goals in twenty years and each project would have to go through environmental review first and would be subject to CEQA challenges.

Vice President Shriner made a motion to adopt Resolution No. 2020-GSA01 to approve the 180/400 Foot Aquifer Groundwater Sustainability Plan for the Marina Coast Water District Groundwater Sustainability Agency. President Moore seconded the motion.

Vice President Shriner commented that the SVBGSA has adopted their plan excluding the CEMEX site because of the overlap with the City of Marina. She stated she is saddened that Monterey County has declared the CEMEX area unmanaged and has sought to become the sole GSA for that area.

Director Cortez asked if all MCWD's comments were included in the document. Mr. Breen answered that after several meetings between staff and consultants, most comments were included. Director Cortez asked if it was necessary for the Resolution to include all the comments about CEMEX. Mr. Breen answered that he added the extra language to err on the side of caution and have more information rather than too little. Director Cortez asked Mr. Masuda if it was necessary to include the language. Mr. Masuda stated that he didn't like to many findings in a Resolution, only what was being approved. Mr. Keith Van Der Maaten, General Manager, noted that he felt it was important to include the language in the Resolution because it explained why the entire subbasin was not covered by this GSP. President Moore asked if the GSP would need to be updated later to include the CEMEX property. Mr. Gary Petersen, SVBGSA General Manager, answered that the SVBGSA approved the GSP and it did not cover the CEMEX property. He said that Monterey County approached him and asked that the SVBGSA include the property in their GSP. Mr. Petersen stated that there was a special meeting tomorrow to include the CEMEX property in the GSP so it would not be declared unmanaged. President Moore asked if it would be prudent to drop the CEMEX language from the Resolution and ask staff to work with the SVBGSA to include it in the GSP. Mr. Masuda answered that the SVBGSA hasn't taken action yet and advised to adopt the Resolution the way it was written.

Agenda Item 9-A1 (continued):

Mr. Masuda clarified that the Department of Water Resources (DWR) has two years to review the Plan and the Plan is not cast in stone. He added that the MCWDGSA will continue working with the SVBGSA over the next two years and if DWR comes back with suggestions following their review, the GSA's can let them know they have already addressed any issues.

Director Le commented that the Board didn't follow the order of business. He said they were supposed to ask questions of staff first, then open to the public, then bring back to the Board for making Resolutions. Director Le said he would like the Board to follow the order of business the Board approved.

Director Le stated that tomorrow, the SVBGSA has a closed session item regarding the lawsuit between the City of Marina and the Monterey County. He also said that the GSP Priority Projects lacked common sense. Director Le said that some of the Alternative Projects were less expensive and it was common sense to do those projects first. He said he looked at other GSP's and no one else is listing desal projects as a priority. Director Le said he looked at Santa Cruz's GSP and they have seawater intrusion like us, but their priority is injection because it is less expensive.

Mr. Breen answered that the cost of water per acre foot was not the primary factor to order the priority. He said that the invasive species eradication was considered low hanging fruit and they did not feel there was the availability of enough injectable water to hold off seawater intrusion to make that a Priority Project. Mr. Petersen stated that basins shouldn't be compared to one another as they are all unique hydrologically and how much water they have. He added that larger cities like Los Angeles and Orange County have hundreds of millions of gallons of treated water to inject into their wells. Mr. Petersen said that they are looking at injecting into the wells but do not feel there is enough fresh water available to inject to be effective. He added that each area would have unique solutions to help them deal with their GSP. Mr. Petersen stated that this was just to get the Plan completed and there was still so much more work to be done evaluating the different solutions and figuring out the responsibilities. He said it would probably take the full 20 years to become sustainable and each project would need to be treated differently but they were all out there for them to look at and decide which way to go. President Moore asked how set in stone the projects were. Mr. Petersen answered that they weren't set in stone. They would probably change over, and over as new information comes in and is evaluated. Director Le asked if Mr. Petersen knows of anyone else in California using desal pumping for seawater intrusion. Mr. Petersen answered that he didn't know of any on the coast, but there were some inland that were pumping brackish water and some other countries that did.

Director Zefferman made a substitute motion to adopt the Resolution adding language stating that the Board is adopting the GSP with the acknowledgement that the Priority List are preliminary, and all require extensive review to assess their viability. Director Le seconded the substitute motion.

Director Cortez asked if the District has their own list of priorities in case DWR asks. Mr. Breen answered that the District did have their own priorities and was looking into projects such as injection of recycled water into the aquifer.

Agenda Item 9-A1 (continued):

Mr. Masuda commented that as part of the District's comments on the GSP, the District presented groups of ideas for projects. He added that the GSP will look at what projects are best for the basin and not necessarily any particular entity.

Mr. Van Der Maaten commented that this GSP is principally for the 180/400' subbasin. He stated that MCWDGSA's primary focus is for the Monterey subbasin and these projects are for users that pump out of the 180/400' subbasin, which is not Marina Coast. Mr. Van Der Maaten stated that the District needs to be involved in these projects because the success of the adjacent basin helps with MCWDGSA's success. He said what is more important is when MCWDGSA begins looking into the Monterey subbasin, and starts to really look into these projects. Mr. Van Der Maaten said the MCWDGSA just received a grant from DWR to study injection and the District is moving forward with the Regional Urban Water Augmentation Project to augment groundwater pumping.

There were no public comments.

President Moore closed the Public Hearing at 8:02 p.m.

Director Le commented that the GSP lists Priority and Alternative projects and he would like to see them as Potential Projects so there is no priority. He asked if Director Zefferman would make a change to his substitute motion to delete all references to CEMEX. Director Zefferman said he wasn't planning on deleting the reference because it does not commit the Board to the CEMEX site and doesn't side with either the Monterey County or City of Marina.

Director Le made a substitute motion to adopt the Resolution with the language included by Director Zefferman and to delete all references to the CEMEX site. The motion failed for lack of a second.

Director Zefferman's substitute motion was voted on and failed with the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	No
Director Cortez	-	No	President Moore	-	Yes
Director Le	-	No			

President Moore returned to the main motion. Director Cortez commented that after listening to the General Manager's comments, he feels it is important to support our neighbors and also trust in staff's comments on how we are working together. He noted that it will take DWR two years to review the Plan and then the District can get another look at it.

Director Le commented that as far as he knows, there is potential litigation on this Plan and he agrees with some of the reasons and he hopes they go ahead and challenge this plan so it can be argued in court.

Agenda Item 9-A1 (continued):

Vice President Shriner's main motion to adopt Resolution No. 2020-GSA01 to approve the 180/400 Foot Aquifer Groundwater Sustainability Plan for the Marina Coast Water District Groundwater Sustainability Agency, which was seconded by President Moore was voted on and passed with the following vote:

Director Zefferman	-	Abstained	Vice President Shriner	-	Yes
Director Cortez	-	Yes	President Moore	-	Yes
Director Le	-	No			

10. Return to Marina Coast Water District Matters:

11. Consent Calendar:

Director Le requested to pull items A and B from the Consent Calendar.

A. Receive and File the Check Register for the Month of December 2019:

Director Le questioned the check paid to Aqua Geo Frameworks, LLC. and asked what it was for. Mr. Van Der Maaten answered that it was for the Airborne Electromagnetic Survey that was recently performed. Director Le suggested changing the description in the check register to better describe what the payment was for.

Vice President Shriner made a motion to receive the check register for the month of December 2019. Director Zefferman seconded the motion. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Cortez	-	Yes	President Moore	-	Yes
Director Le	-	Yes			

B. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of December 16, 2019:

Director Le commented that Item 13-E on page 8 of the minutes should state that District counsel mentioned there were six languages that were required for the new Collection Policy. He also said that Item 16, page 13 of the minutes, should be corrected to read he attended a conference in November, not December, and that he did not ask that it be included in the next Board packet. He just mentioned that it was not included in the December packet.

Director Zefferman made a motion to direct staff to review the tape to clarify what was said under items 13-E and 16 of the December 16th meeting, and make any necessary changes to the draft minutes of the regular joint Board/GSA meeting of December 16, 2019. Vice President Shriner seconded the motion. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	Yes	President Moore	-	Yes
Director Cortez	-	Yes			

12. Action Items:

A. Consider Appointments of Two Public Members to Fill the Vacant Positions on the Water Conservation Commission:

Mr. Breen introduced this item. Vice President Shriner asked about the terms for the two positions. Mr. Breen answered that one position was completing a 2-year term and the other was completing a 3-year term. Director Cortez commented that he was very impressed with the applications that were received. President Moore also commented on the impressive applications.

Ms. Donna Dulo, Seaside resident and Water Conservation Commission (WCC) applicant, spoke about how much she would like to serve on the WCC and is very interested in water issues.

Mr. Dennis Robinson, Marina resident and WCC applicant, gave his background on water issues while working and living in Dayton, OH. He mentioned that he recently received a call regarding a job opportunity, and it could interfere with his service on the WCC, but he was still in negotiations and would let staff know the outcome as soon as he could.

Vice President Shriner made a motion to appoint both public members to the vacant positions on the WCC. President Moore seconded the motion. Director Le asked if both applicants lived in the District's service area. Mr. Breen answered that they did. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	Yes	President Moore	-	Yes
Director Cortez	-	Yes			

B. Consider Adoption of Resolution No. 2020-02 to Approve Amendment No. 5 to the Professional Services Agreement with Akel Engineering Group, Inc. for Master Plans and Capacity Fees Study for Sewer, Water and Recycled Water:

Mr. Michael Wegley, District Engineer, introduced this item explaining that there were four substantial projects coming online soon and it would be in the best interest to include them in the Master Plans. Director Le asked if the Amendment was approved tonight and the new projects made changes, would there need to be more changes to the Master Plans. Mr. Wegley said the projects were far enough along that any changes they made wouldn't impact the Master Plans because they have a cap on their allocated water. Director Le asked where the Main Gate project would get their additional water from. Mr. Wegley answered that Seaside was looking to use recycled water on the golf course to free up potable water for Main Gate and Campus Town. The Board asked clarifying questions.

Mr. Van Der Maaten noted that the District received a letter from Building Industry Association (BIA) recommending approval of the Amendment No. 5 and a copy was provided on the dais. Director Le commented that he just received the letter and it was impossible to read at this last minute. He asked that in the future, staff provide additional information with the packet and not on the dais as he will disregard any material provided at the dais.

Agenda Item 12-B (continued):

Vice President Shriner commented that she would like to see BIA members at Board meetings so they could participate in the public process. Mr. Wegley answered that they have been present at working staff meetings with FORA and WWOC, just not Board meetings.

Director Le asked if anyone has looked at the new Accessory Dwelling Unit laws where a unit of less than 750 square feet cannot be charged fees. Mr. Wegley answered that there were a few nuances to that but it was covered in the Master Plans.

Vice President Shriner made a motion to adopt Resolution No. 2020-02 approving Amendment No. 5 to the Professional Services Agreement with Akel Engineering Group, Inc. for Master Plans and Capacity Fees Study for Sewer, Water and Recycled Water. Director Cortez seconded the motion. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	Yes	President Moore	-	Yes
Director Cortez	-	Yes			

C. Consider Adoption of Resolution No. 2020-03 to Reject All Bids on the Regional Urban Water Augmentation Project – Recycled Water Distribution Pipelines Phase and Direct Staff to Rebid the Project:

Mr. Don Wilcox, Senior Engineer, introduced this item explaining that a bid protest was received after the bids were opened.

Vice President Shriner made a motion to adopt Resolution No. 2020-03 to Reject All Bids on the Regional Urban Water Augmentation Project – Recycled Water Distribution Pipelines Phase and Direct Staff to Rebid the Project. Director Cortez seconded the motion.

Director Cortez asked if there was anything in place to correct the process in the future. Mr. Wilcox answered that staff was working on going through the standard bid information to make sure everything as been updated. He said that the requirement of the Contractor's license number was updated two years ago by the Public Contract Code and it just slipped through the cracks and wasn't updated on the District's bid solicitation document. Director Le commented that the District has been using the wrong form for two years and asked what the impact was to the bid schedule. Mr. Wilcox answered that it would delay it about 90 days while the District rebids the project. Director Cortez asked if there was any recourse with the consultant who put the bid documents together. Mr. Van Der Maaten answered that if there was proof that there was a problem with the consultant doing the job they were hired to do, there was always recourse.

The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	Yes	President Moore	-	Yes
Director Cortez	-	Yes			

D. Consider Adoption of Resolution No. 2020-04 to Approve Amendment No. 7 to the Professional Services Agreement with Carollo Engineers for Design of the Regional Urban Water Augmentation Project Distribution Mains Project:

Mr. Wilcox introduced this item explaining that there will need to be another meeting to go over all the details to make sure everything is correct. Director Zefferman asked whose job it was to make sure the documents comply with the Code. Mr. Wilcox answered it was everyone from District staff and consultants, to legal counsel. He said things like this were usually looked at every few years but maybe it needs to be done more often. Director Cortez asked how long Carollo has been doing this work for the District and that during that time, while the District was paying premium rates for their expertise, they haven't caught the mistake. Mr. Wilcox answered that during the next request for proposals, staff could tighten that up by making sure everyone's scope-of-work includes a more thorough review of the Public Contract Code. Vice President Shriner asked if there was a way to have the protester pay for the re-bid. Mr. Masuda answered that his staff was already looking into a bid protest procedure to require the bid protester to pay up front for the cost of the bid protest.

Vice President Shriner made a motion to adopt Resolution No. 2020-04 to Approve Amendment No. 7 to the Professional Services Agreement with Carollo Engineers for Design of the Regional Urban Water Augmentation Project Distribution Mains Project. President Moore seconded the motion. Director Cortez commented that a question came up asking if the District had systems in place so this doesn't happen again and the fact that they were looking to approve this without a system in place says that status quo was not great but let's move forward. He said that instead it should say that status quo wasn't good, and our qualified staff said it should be tightened up here and let's follow that and vote on it again when it comes back to the Board.

Director Le asked if Director Cortez wanted to make a substitute motion to adopt the Resolution but also ask staff to tighten up the procedure so they don't have to pay additional costs in the future. President Moore asked if that motion could be made under this item. Mr. Masuda answered that it shouldn't be made under this item and that direction should go to the General Manager. President Moore asked if Vice President Shriner would amend her motion to direct that staff seek some kind of monetary accommodation from Carollo. Vice President Shriner agreed to amend her motion to include seeking monetary accommodation from Carollo. Director Le urged the Board to look at the bigger picture. He said right now the District is entitled to 600 acre feet of advanced water that they can't use because the distribution pipe isn't completed. Director Le added that the District has to pay a couple of million for this year, so in the scheme of things he urges the Board to approve the original Resolution. He said that one month will cost the District a couple hundred thousand dollars. Director Cortez commented he appreciates what Director Le said, but he said his vote would still be no because he thinks it is important for the Board to show that there has to be accountability from the vendors. He added that the District pays and doesn't get anything for free and it has to be documented somewhere besides just the minutes.

Director Le made a substitute motion that the Board approve 2020-04 to Approve Amendment No. 7 to the Professional Services Agreement with Carollo Engineers for Design of the Regional Urban Water Augmentation Project Distribution Mains Project. President Moore said it was basically the same as the other motion on the floor, except the other motion asks staff to see monetary accommodation from Carollo.

Agenda Item 12-D (continued):

The motion to adopt Resolution No. 2020-04 to Approve Amendment No. 7 to the Professional Services Agreement with Carollo Engineers for Design of the Regional Urban Water Augmentation Project Distribution Mains Project and direct staff to see monetary accommodation from Carollo, was passed by the following vote:

Director Zefferman	-	No	Vice President Shriner	-	Yes
Director Cortez	-	No	President Moore	-	Yes
Director Le	-	Yes			

E. Consider Approving the 2019 Year in Review Report:

Mr. Van Der Maaten introduced this item explaining that this report was a draft and this is the third year the District has generated a Year in Review. He briefly reviewed what was accomplished over the last year. President Moore asked if anyone had more than three edits to the document. Director Zefferman suggested sending any non-substantive changes to the General Manager and once they are incorporated, the report be brought back to the Board.

Director Le said he had three suggestions: 1) correct the date on page 3 of the report that the RUWAP distribution mains was completed and advertised for bid with construction taking place in 2020; 2) correct the misspelling of “it’s” to “its” on Page 2 of the report; and, 3) add the District website to the report.

Vice President Shriner said she had a few typo’s that she would send as Director Zefferman suggested, but also would like to see mentioned that the contract negotiations went well with staff, and, the District’s customer base grew a lot last year.

Director Cortez suggested highlighting the employees and showing how many were long-term to emphasize what a great District this was to work for.

President Moore suggested adding that employee information to the Leadership page and adding Board member’s email addresses.

Director Zefferman made a motion to direct staff to incorporate the proposed changes; incorporate any emailed non-substantive changes received from Board members; and, bring a revised report back to the Board at the next meeting. Vice President Shriner seconded the motion.

Mr. Phil Clark, Seaside resident/WCC member, commented that the photo images were not clear and not relative to Marina.

Director Zefferman revised his motion to direct staff to incorporate the proposed changes; incorporate any emailed non-substantive changes received from Board members; review the graphics and replace with ones of the District; and, bring a revised report back to the Board at the next meeting. Vice President Shriner seconded the revised motion.

Agenda Item 12-E (continued):

The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	Yes	President Moore	-	Yes
Director Cortez	-	Yes			

F. Consider Adoption of Resolution No. 2020-05 to Approve Updates to the 5-Year Strategic Plan:

Mr. Van Der Maaten introduced this item and gave a brief background stating that this would wrap this Strategic Plan up and get ready for the next workshop coming soon.

Director Zefferman commented that the word “now” should be removed from the seventh bullet point under Vision Statements. He also said that he would like to see the eighth bullet say, “Our District explicitly incorporates consideration of carbon emissions in all aspects of planning, design and operation.”

Director Le commented that the Mission Statement is quite old, as is the Vision Statement, and he would like staff to add something about recycled water to both. He also had these suggested changes to the Strategic Plan:

Page 4 - add water storage to Section 1.0;

Page 5 - add recycled water to Section 2.0;

Page 5 - add a new Section 2.7 Explore use of new technology; add new Section 3.7 Implement new technology to improve efficiency;

Page 6 - add to Section 4.0 to read, “Our objective is to build our relationship with the public and local agencies, regional, state, federal, and non-profit organizations. Our strategy in the areas of strategic partners and public affairs is to communicate in a positive way, including active listening, encouraging open discussions, and schedule regular meetings.; ”

Page 6 – add Section 4.5 Annual in Review;

Page 6 – add to Section 6.0 to read, “Our objective is to create, maintain, update, and implement policies...” “We will also maintain, use, and implement appropriate technology...”

Page 6 – delete 6.1 since Annexation is complete.

President Moore suggested changing 6.1 to Future annexations once all the work is done in the Ord Community. Director Le suggested changing 6.1 to Additional annexations.

Mr. Van Der Maaten pointed out that this SP was from last year and it hasn’t been updated for the new year. He reminded the Board that they would be holding a SP Workshop in the near future to develop new plans.

Director Cortez thanked staff for their work on the Core Values. He asked if all the Vision Statements were all in the Action Plan by Objective, and noted that Vision Statements were overreaching and should not be repeated in the Action Plan spreadsheet.

Agenda Item 12-F (continued):

Director Zefferman said that the General Manager commented that this was last year's SP and asked if they even needed to approve it. Mr. Van Der Maaten commented that he was looking to finish the SP with the changes to the Core Values and to use it to start the discussion on the next SP. Vice President Shriner said that she was curious if working with the SVBGSA should be added to the SP, perhaps under Section 4.0. Mr. Van Der Maaten said it could be added along with other specific agencies. Vice President Shriner suggested adding to the acronyms to make sure all are captured.

President Moore suggested that since the Core Values were the significant change brought forward, the Board vote on approving the Core Values and then make all the other changes in the upcoming SP Workshop.

Director Le made a motion to approve all the comments made by the Directors. Director Cortez seconded the motion. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	Yes	President Moore	-	Yes
Director Cortez	-	Yes			

Director Zefferman left the meeting at 9:31 p.m.

G. Discuss Increasing Compensation to Directors for Attending Board Meetings:

Mr. Van Der Maaten introduced this item.

Director Cortez made a motion to move this item to the Budget and Personnel Committee and have the Committee look into what stipends other agencies are providing, then bring it back to the Board. President Moore seconded the motion.

Mr. Masuda commented that the County Water District Statute code 30507 limits the amount of compensation for Directors to \$600 per month.

Director Le made a substitute motion to approve compensation of \$100 per Board meeting. The motion died for lack of a second. Director Le said he checked, and Monterey One Water and the Monterey Peninsula Water Management District gets \$100 per meeting, while Marina City Counsel gets \$250 a month. He said that they could do a study that costs tons of money and staff time or just approve \$100 and move on. Director Cortez said that he may agree with Director Le, but he feels that for the public's benefit and because it is District ratepayer's money, he thinks it would be more appropriate to go through the process. He added that he was considering that the increase begins after the next election for the next term. Mr. Masuda cautioned that they look at other county water districts because their limitations are different from city and irrigation districts.

Agenda Item 12-F (continued):

The main motion was passed by the following vote:

Director Zefferman	-	Absent	Vice President Shriner	-	Yes
Director Le	-	No	President Moore	-	Yes
Director Cortez	-	Yes			

13. Staff Reports:

A. Receive and Update on the Ord Office Plan:

Mr. Van Der Maaten noted that FORA's lease on the Districts Imjin office expires on June 30, 2020 and staff is planning on moving Ord staff over as soon after as possible. He said the office is not large enough to house all the employees at this time, but proposed office improvements will be brought to the Board during the budget process. Mr. Van Der Maaten also said that the District's Ord office will house the Operations and Maintenance staff. Director Le asked for a project schedule/timeline and he said he didn't think staff could just move into the Imjin office without tenant permits and that it was unreasonable to think it could happen so quickly. Mr. Van Der Maaten stated that the first phase of the move doesn't require any tenant improvements because the offices are already set up. He said the construction and tenant improvement work to the undeveloped side of the office will happen in phase two. Director Le suggested the General Manager ask the Board to amend the budget to help pay for any improvements needed so they could start moving forward now. Vice President Shriner commented that the staff should be able to schedule the move as needed and the Board shouldn't need to see any kind of schedule, they just need to be updated on the progress.

B. Receive a Report on Current Capital Improvement Projects:

Mr. Michael Wegley gave a brief report on the Capital Improvement Projects.

C. Receive the 4th Quarter 2019 MCWD Water Consumption Report:

Ms. Cadiente gave a brief report on the water consumption for 2019.

D. Receive the 2019 Sewer Flow Report through December 31, 2019:

Ms. Cadiente gave a brief report on the sewer flows for 2019.

14. Informational Items:

A. General Manager's Report:

No report was given.

B. Counsel's Report:

No report was given.

C. Director's Report:

1. Receive a Report from Director Le Regarding his Attendance at the California Water Association Conference in Monterey:

There were no questions or comments.

D. Committee and Board Liaison Reports:

1. Water Conservation Commission:

Mr. Breen stated they met on January 9th and the next meeting would be February 6, 2020.

2. Joint City District Committee:

President Moore stated the next meeting would be February 26, 2020.

3. Executive Committee:

President Moore noted the next meeting is scheduled for February 11, 2020.

4. Community Outreach Committee:

Director Cortez gave a brief update stating they discussed the Board Procedures Manual.

5. Budget and Personnel Committee:

Vice President Shriner gave a brief update noting that Mr. Joe Correa was retiring after 28 years.

6. M1W Board Member:

President Moore gave a brief update and noted the next meeting is scheduled for February 24th.

7. LAFCO Liaison:

Director Cortez noted the next meeting is scheduled for February 24th.

8. FORA:

Vice President Shriner gave a brief update and noted the next meeting is scheduled for February 13th.

9. WWOC:

Mr. Van Der Maaten noted the next meeting was to-be-determined.

10. JPIA Liaison:

No report was given.

11. Special Districts Association Liaison:

President Moore gave a brief update and noted the next meeting was scheduled for April 21st. Vice President Shriner said that there was a presentation from Streamline and suggested that perhaps the District could do a quick review to make sure the website is ADA compliant.

12. SVGSA Liaison:

No report was given.

15. Board member Requests for Future Agenda Items:

President Moore noted that the Board members can email in their requests. Director Le stated that he wanted an item on the RUWAP discussion; decide whether to delete the hot water recirculation from District standards; to see the results from the AEM 2.0; and to discuss a franchise agreement with other agencies; and get a copy of the results from the last meter that was tested.

16. Director's Comments:

Director Cortez, Vice President Shriner, and President Moore made comments.

17. Adjournment:

The meeting was adjourned at 9:59 p.m.

APPROVED:

Thomas P. Moore, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-G

Meeting Date: March 16, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of February 25, 2020

Staff Recommendation: The Board of Directors approve the draft minutes of the February 25, 2020 regular joint Board meeting.

Background: *Strategic Plan, Mission Statement – We Provide high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The draft minutes of February 25, 2020 are provided for the Board to consider approval. Lately, staff has been asked to include some comments made by Directors into the minutes. Many years ago, the Board approved providing action-only minutes, and while staff tries to accommodate action-only minutes, there are times when slightly more detailed minutes are beneficial for accurate accounting of actions. Staff walks a fine line of providing necessary action minutes and occasional extra detail to accurately account for certain actions. Going forward, staff will return to action-only minutes with only necessary detail if needed. Items 9-B and 9-G of the February 25, 2020 minutes are examples of necessary detail, while the rest of the items are action only.

Environmental Review Compliance: None required.

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 February 25, 2020.

Action Required: ___Resolution ___X___Motion ___Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
211 Hillcrest Avenue, Marina
February 25, 2020

Draft Minutes

1. Call to Order:

President Moore called the meeting to order at 6:30 p.m. on February 25, 2020 at the Marina Council Chambers, 211 Hillcrest Avenue, Marina, California.

2. Roll Call:

Board Members Present:

Thomas P. Moore – President
Jan Shriner – Vice President – arrived at 6:40 p.m.
Herbert Cortez
Peter Le
Matt Zefferman

Board Members Absent:

None

Staff Members Present:

Keith Van Der Maaten, General Manager
Roger Masuda, District Counsel
Kelly Cadiente, Director of Administrative Services
Derek Cray, Operations and Maintenance Manager
Michael Wegley, District Engineer
Rose Gill, HR/Risk Administrator
Patrick Breen, Water Resources Manager
Teo Espero, IT Administrator

Audience Members:

Andrew Sterbenz, Schaaf & Wheeler
Philip Clark, Seaside Resident, WCC Member
Ted Asch, Aqua Geo Frameworks
Vera Nelson, EKI Environment & Water

3. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 6:32 p.m. to discuss the following items:

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) Marina Coast Water District vs California-American Water Company, Monterey County Water Resources Agency; and, California-American Water Company, Monterey County Water Resources Agency vs Marina Coast Water District, San Francisco Superior Court Case Nos. CGC-15-547125, CGC-15-546632 (Complaint for Damages, Breach of Warranties, etc.)
- 2) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- 3) Marina Coast Water District, and Does 1-100 v, County of Monterey, County of Monterey Health Department Environmental Health Bureau, and Does 101-110, Monterey County Superior Court Case No. 18CV000816 (Petition for Writ of Mandate and Complaint for Injunctive Relief)
- 4) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Property in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)

B. Pursuant to Government Code 54956.9(d)(4)

Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation – Two Potential Cases

The Board ended closed session at 7:05 p.m.

President Moore reconvened the meeting to open session at 7:07 p.m.

5. Reportable Actions Taken during Closed Session:

President Moore stated that there were no reportable actions taken during Closed Session.

6. Pledge of Allegiance:

Mr. Keith Van Der Maaten, General Manager, led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no comments.

8. Consent Calendar:

Director Le requested to pull items C and E from the Consent Calendar.

Director Cortez made a motion to approve the Consent Calendar consisting of: A) Receive the Check Register for the Month of January 2020; B) Receive the Quarterly Financial Statements for October 1, 2019 to December 31, 2020; and D) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of January 23, 2020. Director Zefferman seconded the motion. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Cortez	-	Yes	President Moore	-	Yes
Director Le	-	Yes			

C. Consider Adoption of Resolution No. 2020-06 to Approve Updates to the Employee Handbook:

Director Le asked if any employee union had comments on the new version. Ms. Rose Gill, HR/Risk Administrator, answered that legal counsel had reviewed it and most of the changes came from the employee memorandum of understanding that was approved last June but needed to be transferred to the Employee Handbook. Director Le asked if employees were okay with the final version. Ms. Gill answered affirmatively.

Director Zefferman made a motion to adopt Resolution No. 2020-06 approving updates to the Employee Handbook. Vice President Shriner seconded the motion. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Cortez	-	Yes	President Moore	-	Yes
Director Le	-	Yes			

E. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of January 29, 2020:

Director Le commented that on Item C on Page 9 of the minutes, he made a comment asking how many years the District has been using the wrong form and he would like that added into the minutes. President Moore asked if staff could review the audio to clarify the comment.

Mr. Van Der Maaten stated that staff would review the audio and bring the revised minutes back next month.

9. Action Items:

A. Receive the Final Report from Aqua Geo Frameworks on the 2019 Airborne Electromagnetic Survey:

Mr. Van Der Maaten introduced this item explaining that the first Airborne Electromagnetic Survey (AEM) was done in 2017 following years of drought and the 2019 AEM was done following two years of normal rainfall. He introduced Mr. Ted Asch, Aqua Geo Frameworks, and Ms. Vera Nelson, EKI Environment & Water, noting that they would be giving the presentation on the findings of the study. Mr. Asch gave a presentation on the results of the 2019 AEM study and the comparison with the 2017 AEM study. The Board asked clarifying questions.

Ms. Vera Nelson, EKI Environment & Water, gave a presentation explaining that this information will be used for development of the Groundwater Sustainability Plan for the Monterey Subbasin that is due in 2022. The Board asked clarifying questions.

Director Cortez made a motion to receive the final report from Aqua Geo Frameworks on the 2019 Airborne Electromagnetic Survey. Vice President Shriner seconded the motion. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	Yes	President Moore	-	Yes
Director Cortez	-	Yes			

B. Discuss, Consider, and Determine Action on Director Peter Le's Complaint Against the District for Negligence, Discrimination, and Retaliation:

Mr. Roger Masuda, District Counsel, introduced this item giving a brief background on the complaint received from Director Le.

Director Le stated that he hasn't filed the claim yet and he hasn't dropped the claim yet. He asked that when he returns to the meeting, he would like to receive an oral report on the Board's decision and if that's not possible he would like a written decision. Director Le added that the last time the Board never gave him a decision and he had to find out the decision when he read the minutes of the meeting a month later. He then recused himself from the dais and left the chambers.

Director Zefferman asked if there has been any new information from Director Le since the report was written. Mr. Masuda answered that Director Le has never responded to any of his emails. Director Zefferman asked if an oral report could be given to Director Le once he returns. Mr. Masuda answered that President Moore can give Director Le the report upon his return to the dais.

Director Zefferman made a motion to not spend funds investigating the claim any further and to take no action. Director Cortez seconded the motion. Director Cortez asked if the claim was twofold, one about the taxes and one discrimination, or was it now just about discrimination. Mr. Masuda said that was why he wanted to give Director Le the opportunity to indicate what he felt the nexus between the two, but one could infer that Director Le felt staff conspired to send him the wrong 1099 and that was part of a conspiracy to discriminate in retaliatory. Vice President Shriner said she heard Director Le say that he had not filed a claim yet, so is it a matter to be deliberated upon later or never.

Agenda Item 9-B (continued):

Mr. Masuda answered that if it was just a negligent claim, and if Director Le didn't send it to all the Directors, staff could have just handled it in a normal course and reported it to the Board as it relates to a Director. He added that since Director Le alleged discrimination and retaliation, the District's policy is that it had to be addressed sooner rather than later. Mr. Masuda said since Director Le sent the email to all the Directors it becomes a public document and he didn't feel comfortable hiding it and not allowing the Board to consider it and make a recommendation. Director Cortez asked if the employee's union was notified of the claim. Mr. Masuda said he didn't think so. Ms. Kelly Cadiente, Director of Administrative Services, explained how the mix-up with the 1099 happened. She stated that Director Le was the only one to receive reimbursement for attending a conference and it shouldn't have been included in his 1099 as it is not reportable income. Ms. Cadiente said that when staff noticed that it was included, staff corrected the 1099 and only the corrected one was transmitted to the IRS, but unfortunately, both originals were sent to Director Le by mistake. Mr. Van Der Maaten stated that he didn't know who the person was that Director Le referred to as discriminatory and retaliatory and was disappointed that there wasn't more clarity on that. He said he didn't think it was fair for someone to drop a bomb like that then walk away and pretend like they didn't say something. Director Cortez asked what liability there was to the District in case an employee says they feel harassed by a Board member. Mr. Masuda said it was a violation of the Board Procedures Manual. President Moore asked how soon a written report needed to be provided to Director Le following this decision. He noted that Director Le commented earlier that he didn't receive any report after the last decision and didn't find out about it until he received the draft minutes a month later. President Moore added that the video of the meeting was available within days to view publicly and anyone could have seen what the outcome was. Mr. Masuda said that Director Le asked for a verbal report when he returned to the dais. Vice President Shriner stated that it looked like Mr. Masuda did a pretty thorough investigation on the 1099 issue but wanted to know if they should do a more thorough investigation of the discriminatory issue. Mr. Masuda answered that it was up to the Board, but it looked like Director Le was tying the 1099 issue with discriminatory claim. President Moore asked Mr. Van Der Maaten if he investigated once he was aware of the issue. Mr. Van Der Maaten said it was investigated and the results were provided to Director Le. President Moore asked if he was satisfied in those discussions with staff that this was an inadvertent error and staff had little or no knowledge of Director Le. Mr. Van Der Maaten answered affirmatively. President Moore asked Mr. Masuda if he also investigated this issue. Mr. Masuda said he talked to the person who admitted that they made the error. President Moore asked if Mr. Masuda felt they made credible and honest responses. Mr. Masuda answered affirmatively. President Moore asked if Mr. Masuda concluded that this was an inadvertent error. Mr. Masuda answered affirmatively. Director Cortez asked if the Board voted to take no action, would Director Le still have the opportunity to write a formal complaint and would it have to come back before the Board for action again. Mr. Masuda answered that if Director Le receives something from the IRS then he could come back with more evidence. He added that it was the discrimination and retaliation claims that he and Mr. Van Der Maaten decided needed to go to the Board of Directors as soon as possible. Vice President Shriner asked if it was common to send emails to all Directors and if it was dangerous when it comes to the Brown Act. Mr. Masuda answered that was why he was concerned because emailing everyone makes it a public document. Director Cortez asked if Director Le violated the Brown Act. Mr. Masuda answered that he didn't violate the Brown Act, although normal protocol would be to email the General Manager with the complaint or the Board President if the General Manager was included in the complaint.

Agenda Item 9-B (continued):

President Moore suggested the reason Director Le sent the email to all Directors was perhaps because Director Le didn't trust staff or the Board President and wanted everyone to be aware of his complaint.

Vice President Shriner suggested making a substitute motion to encourage everyone to follow the Board Procedures Manual and not harass staff. Mr. Masuda stated that it was a separate issue and would have to be agendized and discussed at another meeting. Director Zefferman commented that there has been a lot of discussion on this and it comes down to if the Board thinks it was credible that there was a conspiracy by staff to have an obscure error on Director Le's paperwork in order to harass him. He added that to him it was not a credible thing that happened. Director Cortez concurred with Director Zefferman.

The motion to take no action was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	Recused	President Moore	-	Yes
Director Cortez	-	Yes			

Director Le returned to the dais at 8:53 p.m. President Moore informed Director Le that with a vote of 4-Ayes and 0-Noes, the Board voted to take no further action on his claim.

C. Discuss and Consider Adoption of Resolution No. 2020-07 Ratifying Comments Submitted to Monterey One Water on the Draft Supplemental Environmental Impact Report for the Proposed Pure Water Monterey Expansion Project, Providing Policy Direction to District Staff Regarding the Pure Water Monterey Project and Pure Water Monterey Expansion Project, and Appointing a Real Property Negotiator:

Mr. Van Der Maaten introduced this item explaining that the Board authorized staff to work with legal counsel to provide comments on the Supplemental Environmental Impact Report (SEIR) for the Proposed Pure Water Monterey Expansion Project, and those comments were provided on January 30, 2020. He stated that this Resolution was to ratify those comments and is affirmation from the Board that the District supports the Expansion Project and appoints a real property negotiator for the potable and recycled water pipelines. The Board asked clarifying questions.

Vice President Shriner made a motion to adopt Resolution No. 2020-07 ratifying comments submitted to Monterey One Water on the Draft Supplemental Environmental Impact Report for the proposed Pure Water Monterey Expansion Project, providing policy direction to District staff regarding the Pure Water Monterey Project and Pure Water Monterey Expansion Project, and appointing a Real Property Negotiator. Director Cortez seconded the motion. Discussion followed. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	No	President Moore	-	Yes
Director Cortez	-	Yes			

D. Consider Providing Direction Regarding the Nomination to the Coastal Network, Seat B, of the California Special Districts Association Board:

Director Le asked to combine Items 9-D and 9-E for discussion at the same time. President Moore agreed.

E. Consider Providing Direction Regarding the Nomination to the Coastal Network, Seat C, of the California Special Districts Association Board:

Director Le made a motion to not take any action on Items 9-D and 9-E. Vice President Shriner seconded the motion. The motion to was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Cortez	-	Yes	President Moore	-	Yes
Director Le	-	Yes			

F. Receive the Marina Coast Water District FY 2019-2020 Mid-Year Report:

Ms. Cadiente introduced this item. The Board asked clarifying questions.

G. Consider Approving the 2019 Year in Review Report:

Mr. Van Der Maaten introduced this item noting that a revised version was on the dais that included the missing email address.

Vice President Shriner made a motion to approve the revised 2019 Year in Review Report as provided on the dais. Director Cortez seconded the motion. President Moore suggested adding to the first page (Message from the General Manager) language to the second paragraph, five lines down to read “...Agency that fell apart in 2011 as a result of a County Water Resources Agency Board member and decisions of Cal Am Water...” Director Cortez suggested removing the parenthesis (yes, we are still in litigation). President Moore had several grammatical corrections and Director Zefferman suggested that he just list them to get this report finished. President Moore listed the following grammatical corrections:

Under ‘Message from the General Manager’

- 1) first paragraph, third line, “...systems, making it official...”;
- 2) second paragraph, last sentence, “...providing solutions to the region’s water supply challenges.”;
- 3) last paragraph, the line spacing is different from the other paragraphs;

Under ‘01: Water Sources’

- 1) third bullet to read, “...and urinal rebates were approved;
- 2) fourth bullet to read, “...This was a record year for...”;
- 3) fifth indented bullet to read, “Improved score by (add percentage)% on 2018 water Loss Audit...”;
- 4) the last bullet, second sentence to read, “Originally created in 1991, the WCC was reorganized in ~~late 2018 into 2019 and made a lot of progress~~;

Agenda Item 9-G (continued):

- 5) the last bullet, third sentence to read, "...began formulating recommendations ~~on~~ for future water conserving programs."
- 6) last paragraph to read, "In 2020 Water Resources Department will turn to,,,"

Director Zefferman made a substitute motion to adopt the 2019 Year in Review as provided on the dais and to include President Moore's suggested edits. Vice President Shriner seconded the substitute motion. The substitute motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	No	President Moore	-	Yes
Director Cortez	-	Yes			

10. Staff Reports:

- A. Receive a Capacity/Capital Surcharge Reserve Fund Activity Report:

Ms. Cadiente introduced this item. Director Le asked clarifying questions.

11. Workshop:

- A. Strategic Plan and Goal Setting Workshop:

Director Zefferman noted that given the time, perhaps they should move this to a future meeting.

Director Zefferman made a motion to postpone this item to a future meeting when they have more time to discuss it. Director Le seconded the motion. The motion was passed by the following vote:

Director Zefferman	-	Yes	Vice President Shriner	-	Yes
Director Le	-	Yes	President Moore	-	Yes
Director Cortez	-	Yes			

12. Informational Items:

- A. General Manager's Report:

No report was given.

- B. Counsel's Report:

No report was given.

C. Committee and Board Liaison Reports:

1. Water Conservation Commission:

Mr. Breen stated they met on February 6th, seated the new Commissioner, and the next meeting would be March 5, 2020.

Noting it was 10:00 p.m. Vice President Shriner made a motion to continue past 10:00 p.m. to finish the remaining items on the agenda. Director Le seconded the motion. The motion was passed by a vote of 5-Ayes, 0-Noes, and 0-Abstentions.

2. Joint City District Committee:

President Moore stated the next meeting would be February 26, 2020.

3. Executive Committee:

President Moore stated that they met on February 11th and the next meeting is scheduled for March 10th.

4. Community Outreach Committee:

Director Cortez gave a brief update stating they worked on the Board Procedures Manual. Director Zefferman added that they were looking to streamline the manual and would continue to work on it next month.

5. Budget and Personnel Committee:

Director Cortez gave a brief update.

6. M1W Board Member:

President Moore gave a brief update.

7. LAFCO Liaison:

No report was given.

8. FORA:

Mr. Van Der Maaten gave a brief update.

9. WWOC:

No report was given.

10. JPIA Liaison:

Director Le noted there was an upcoming meeting in Monterey in May.

11. Special Districts Association Liaison:

President Moore noted the next meeting was scheduled for April 21st.

12. SVGSA Liaison:

No report was given.

13. Board member Requests for Future Agenda Items:

President Moore noted that the Board members can email in their requests. Director Le stated that he wanted an item on the RUWAP with regards to the cost, the state of the project, the financing of the project, the cost of the water, and what the District will charge customers for the water.

14. Director's Comments:

Director Le, Director Zefferman, Director Cortez, Vice President Shriner, and President Moore made comments.

15. Adjournment:

The meeting was adjourned at 10:12 p.m.

APPROVED:

Thomas P. Moore, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-A

Meeting Date: March 16, 2020

Prepared By: Keith Van Der Maaten

Approved By: Keith Van Der Maaten

Agenda Title: Consider Appointing an Ad Hoc Committee for Board-Staff Coordination

Staff Recommendation: The Board of Directors discuss and direct the Board President to appoint an Ad Hoc Committee for Board-staff coordination.

Background: *Strategic Plan Mission Statement – To provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The assigned task or mission of the Ad Hoc Committee would be along the lines of identifying and considering ways for Board members to better understand staff processes and to make recommendations to the Board.

Environmental Review Compliance: None required.

Financial Impact: ___Yes ___X___No Funding Source/Recap: None.

Other Considerations: The Board can decide not to appoint an Ad Hoc Committee.

Material Included for Information/Consideration: None.

Action Required: ___Resolution ___X___Motion ___Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-B

Meeting Date: March 16, 2020

Prepared By: Brian True
Reviewed by: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-12 Approving Revisions to the Water, Sewer, and Recycled Water Infrastructure Agreement Template

Staff Recommendation: Staff recommends that the Board of Directors adopt Resolution No. 2020-12 approving the revisions to the Water, Sewer, and Recycled Water Infrastructure Agreement template.

Background: *Strategic Plan, Element No. 2 Infrastructure – Our objective is to provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

The Board of Directors is requested to consider accepting the proposed revisions (see Revisions 1 through 7 following the Resolution) for inclusion within the template for the “Water, Sewer, and Recycled Water Infrastructure Agreement” (Infrastructure Agreement). This form of Agreement is used for developers or project proponents that will construct water, sewer, and recycled water infrastructure and then turn-over that infrastructure to MCWD to own, operate, and maintain. The Agreement terms and conditions describe and define the requirements for how the infrastructure will be built and how the ownership will be transferred to MCWD.

Discussion/Analysis: Since the Infrastructure Agreement was updated in 2013, several topics have arisen that need addressing, and several changes in circumstances have developed that require Agreement modification. Further, each successive Infrastructure Agreement that has been adopted on a project specific basis since 2013 has yielded small changes and improvements that have been captured but need formal acceptance by the MCWD Board of Directors. There are several upcoming developments and projects that will require Infrastructure Agreements, so providing those projects with this revised Infrastructure Agreement template will be timely.

District Counsel and staff have worked together to provide the Board with the seven proposed revisions attached to this Agenda Transmittal following the Resolution. The revisions show a complete section with the changes highlighted in yellow; the section in the revision will be highlighted entirely if it is new (e.g. Revision 4 - Temporary Irrigation and Revision 5 – Annexation). The most significant changes are:

- The addition of potential sub-sections addressing the prospects of a residential development project nearing the full consumption of its’ water allocation (Revision 3). The definition of when these sections would be implemented is contained within the header of the section.
- The addition of a section addressing Temporary Irrigation (Revision 4). This will address a long-standing topic of concern for larger developments that are commonly required by Land-Use-Jurisdictions to guarantee survival of landscapes that are intended to be returned to a natural state (i.e. unirrigated with native species).

- The addition of a sub-section that specifies MCWD expectations regarding annexation of areas outside the district within the proposed development project's area (Revision 5).
- The addition of a section that allows MCWD, at MCWD's discretion, to not provide additional services to a development entity or project when there are outstanding items to be addressed on previous phases or projects (Revision 7).

The remaining revisions (Revisions 1, 2, and 6) are for increasing clarity and addressing obvious changes such as FORA sun-setting and the actual existence of non-potable water availability.

Other considerations: None.

Financial Impact: _____Yes X No Funding Source/Recap: The Infrastructure Agreements themselves do not have a financial impact on MCWD. The infrastructure these Agreements help bring into existence will have impact on O&M expenditures to operate and maintain the facilities that come under MCWD ownership; however, those costs are balanced by the rates that are paid by the new customers that will come into existence due to the new infrastructure available to serve them.

Material Included for Information/Consideration: Resolution No. 2020-12; proposed Revisions 1 through 7 to the Infrastructure Agreement.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

March 16, 2020

Resolution No. 2020-12
Resolution of the Board of Directors
Marina Coast Water District
Approving Revisions to the Water, Sewer, and Recycled Water
Infrastructure Agreement Template

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on March 16, 2020, at 11 Reservation Road, Marina, California as follows:

WHEREAS, the Board adopted the Water, Sewer, and Recycled Water Infrastructure Agreement form currently in use on June 17, 2013; and,

WHEREAS, since that time the form of Agreement has been clarified and improved through steady use by the adoption of project specific modifications; and,

WHEREAS, certain circumstances such as the annexation of Ord-area lands into the district and the completion of the back-bone non-potable water network suggest that the Infrastructure Agreement requires revision; and,

WHEREAS, there are several up-coming projects that will require Infrastructure Agreements and both District Counsel and staff recommend revising and updating the Infrastructure Agreement template to better serve MCWD; and,

WHEREAS, District Counsel and staff have worked together to provide the Board with the attached draft changes to the Infrastructure Agreement template and recommend their adoption for inclusion within the template.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve the inclusion of the attached Exhibit A - Revisions 1-7 of the Water, Sewer, and Recycled Water Infrastructure Agreement into the template and directs staff to publish the revised Infrastructure Agreement template in the District Procedures, Guidelines and Design Requirements.

PASSED AND ADOPTED on March 16, 2020, 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-12 adopted March 16, 2020.

Keith Van Der Maaten, Secretary

Revision 1:

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 [5]/ 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 [6] 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".
- i. "FORA" means Fort Ord Reuse Authority **or any duly authorized successor agency**.

Revision 2:

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 the City has approved the allocation of water capacity for the Development from the water and recycled water capacity allocated to the City by the Fort Ord Reuse Authority (FORA). **The water allocation for this project covered by this Agreement is ____ -AFY.** Notwithstanding, neither the City nor the District may approve water allocations that exceed the allocations set by FORA or other appropriate agency of land use jurisdiction.

Revision 3:

[INSERT SECTIONS 1.2.1 – 1.2.3 AS APPROPRIATE FOR PROJECTS INCLUDING RESIDENTIAL DEVELOPMENT]

[SECTIONS TO BE IMPLEMENTED WHEN OVERALL RESIDENTIAL DEVELOPMENT CONSUMPTION IS 80% OF OVERALL PROJECT ALLOCATION

- OR -

THIS PROJECT PHASE IS LIKELY TO CAUSE THE OVERALL RESIDENTIAL DEVELOPMENT CONSUMPTION TO SURPASS 80% OF THE OVERALL PROJECT ALLOCATION]

1.2.1 Developer acknowledges that neither the City nor the District may approve water allocations that exceed the specific allocations set by FORA or other appropriate agency of land use jurisdiction. Per City of _____ Resolution No. 20_____, adopted by City Council on _____, the overall Development Project was entitled with a total water allocation for all phases of ____-AFY. A Water Supply Assessment for the Development estimated an annual water use of ____-AFY serving _____ residential units and ____-acres of irrigated common area, parks, and Home-Owner Association (HOA) landscaping. As such, the Developer has been allocated sufficient water to build up to an estimated _____ residential units including landscaping (or approximately ____% buildout, as designed).

1.2.2 “Yield-sign” rule. As a means to recalibrate the Water Supply Assessment, when the Development reaches 60% completion (when the District provides a water meter to the ____th completed residential unit) within the development phase covered by this Agreement, the District shall tabulate (via monthly meter reads) and sum the annual water consumption of all existing units that have been occupied for at least one full calendar year and then divide the sum by the number of units. The District shall apply this per unit consumption metric to determine the number of units that may be constructed without exceeding the _____-AFY allocation. The District shall inform the Developer of this result within 3 months of the placement of the ____th water meter, and the District’s findings shall be conclusive.

1.2.3 Developer understands that the Marina Coast Water District is not a Land Use Jurisdiction (LUJ) and does not have the legal authority to allocate water supply or approve development generally. The City of _____, as the governing LUJ for new development over the Development area, has the power to allocate water, at its discretion, but within limits previously established through agreements with FORA. The Developer retains the right to petition the City of _____ directly for additional water supply. The Developer acknowledges that the District shall not, under any circumstance, provide water service to any new unit that causes total Development consumption to exceed the LUJ allocation. As such, the Developer shall hold the District harmless, without limitation, in the event the District refuses to provide service to any new residential units in excess of the average water use calculations established by Section 1.2.2.

Revision 4:

3. Temporary Irrigation

3.1 In the event the Developer has complied with the terms of this Agreement, 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 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 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 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 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 an amount equal to the Water capacity charge that would have otherwise been paid for the identical permanent irrigation network with the amount of the special connection cost determined in identical fashion. The current Water capacity charges, as of January 1, 2020, for water services in the Ord Community service area is \$8,010 per EDU. 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 the 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.

Revision 5:

4. Existing Water and Sewer Infrastructure/Annexation

4.2 Annexation. Developer acknowledges that the Development must 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 shall supersede any contrary 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.

Revision 6:

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 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. District is in the process of finalizing a recycled water augmentation project which is anticipated to come online on or about _____, 2021.

7.2 Developer, and its successors or assignees (such as an owners association), agrees to take recycled water for non-potable use if and when it becomes available, which as set forth above is anticipated to be on or before _____, 2021. The District shall establish a separate cost for recycled water in the same manner that it establishes the cost of potable water. Developer, or its successors or assignees agree that the District-established cost will be paid by the recycled water customers

Revision 7:

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.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-C

Meeting Date: March 16, 2020

Prepared By: Brian True
Reviewed By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-13 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Joby Aero, Inc. for the Tent Phase 2 Development Project

Staff Recommendation: The Board of Directors adopt Resolution No. 2020-13 approving a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Joby Aero, Inc., a Delaware Corporation, for the Tent Phase 2 Development Project.

Background: *Strategic Element No. 2 Infrastructure – Our objective is to provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

Joby Aero, Inc. (Developer), a Delaware Corporation, is preparing to install a 55,000-square-foot tent structure at the Marina Airport (located within the Former Fort Ord at 3200-C Imjin Road). The tent structure is the second part of three phases planned by the Developer with the third part being a 580,000-square-foot industrial building constructed immediately adjacent to the tent structure. The Developer intends to manufacture and assemble small aircraft within the structures. The Developer is requesting MCWD to enter into this Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement, or IA) in general because of water, sewer and recycled water infrastructure needing to be installed that will most appropriately be owned, operated, and maintained by MCWD; however, the main specific reason is that a potable water pipeline needed to serve the project and parcels to the north needs to be re-located (from under the buildings footprint). The City of Marina serves as the land-use jurisdiction over this development project. The Developer has deposited monetary resources with MCWD to conduct the preliminary work of their proposed development; their development account is in good-standing.

The City of Marina City Council adopted Resolution 2020-44 on March 3, 2020, to allocate and reserve water for the Tent Phase 2 project and overall project (see Exhibit A of the attached draft IA). The amount of water allocated to the Tent Phase 2 portion of the project is 0.17-AFY. The total water allocation for all phases of the Development is 15.28-AFY.

Discussion/Analysis: The attached draft Infrastructure Agreement is based upon the recently board-approved (March, 2020) Infrastructure Agreement template. There are only slight changes between the template and the proposed IA. All changes have been reviewed and accepted by District Counsel.

Yellow highlights in the attached draft (IA) show the differences between the proposed IA and the IA template. All the additions (i.e. the differences that were added to the proposed IA document

that are not within the IA template) are highlighted. The deletions (from the IA template) in the proposed IA may be discerned by the symbol of highlighted underscores (e.g.).

The new infrastructure being transferred to the District will be constructed within the public right-of-way, public utility easements, or within easements provided to MCWD by the Developer. The specific infrastructure proposed for transfer includes a PVC potable water pipelines, a PVC gravity sewer pipeline, associated sewer manholes, water valves, fire-hydrants, and other water and sewer appurtenances. The Developer may also install a small amount of recycled water infrastructure to prepare for taking non-potable water in the future. An Engineer’s Estimation of Probable Costs, to serve as a basis for preparing the Performance and Labor and Materials Bonds specified by this Infrastructure Agreement, will be provided as an initial step in the planning and design process.

The Board of Directors is requested to approve this Infrastructure Agreement for the Joby Aero, Inc. Tent Phase 2 development project.

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

Financial Impact: Yes No Funding Source/Recap: There is no financial impact.

Other Considerations: The Board may desire to consider other alternatives to adopting the motion as recommended by staff including:

1. Modifying or conditioning the action; or,
2. Direct further staff work; or,
3. Deny the action.

Material Included for Information/Consideration: Resolution No. 2020-13; and, draft Infrastructure Agreement.

Action Required: Resolution Motion Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

March 16, 2020

Resolution No. 2020 - 13
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 Joby Aero, Inc. for the Tent Phase 2 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 March 16, 2020, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, Joby Aero, Inc. (“Developer”), a Delaware Corporation, has coordinated with the District on their Tent Phase 2 development project, consisting of new construction and related infrastructure, located within the former Fort Ord portion of the City of Marina; and,

WHEREAS, the City of Marina, acting as the land-use jurisdiction, has allocated by City Resolution No. 2020-22 a total water supply of 15.28-AFY (out of a total annual allotment of 1,175-AFY for incorporated former Fort Ord lands) to the overall project and 0.17-AFY to the Tent Phase 2 project; 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; and,

WHEREAS, the District and the Developer have agreed upon the proposed Reimbursement 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 to execute the Water, Sewer and Recycled Water Infrastructure and Reimbursement Agreements between the Marina Coast Water District and the Joby Aero, Inc. for the Tent Phase 2 development project and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED March 16, 2020, 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-13 adopted March 16, 2020.

Keith Van Der Maaten, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

Joby Aero, Inc.

Tent Phase 2

DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE
AGREEMENT

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Exhibits

EXHIBIT A – WATER ALLOCATION DOCUMENTATION

EXHIBIT B -- LEGAL DESCRIPTION

EXHIBIT C -- MAP OF DEVELOPMENT

EXHIBIT D -- INDEMINIFICATION AND INSURANCE REQUIREMENTS

DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this _____ Day of _____ 20__ (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and **Joby Aero, Inc. a Delaware Corporation**, with its principal offices at **Santa Cruz, CA**, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement, is **Tent Phase 2**.

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 [5]/ 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 [6] 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”.
- i. “FORA” means Fort Ord Reuse Authority or successor agency.

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 the City has approved the allocation of

water capacity for the Development from the water and recycled water capacity allocated to the City by the Fort Ord Reuse Authority (FORA). The water allocation for this project phase covered by this Agreement is 0.17 -AFY. The water allocation for the overall development project is 15.28-AFY. Notwithstanding, neither the City nor the District may approve water allocations that exceed the allocations set by FORA or other appropriate agency of land use jurisdiction.

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). Capacity within the WWTP for the Development must be coordinated with M1W. To the extent possible within the Ord Community, the District will allocate its existing pre-paid WWTP Capacity to the Development. If additional WWTP 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 either City or District other than as currently established by the type and density of development as included in the FORA Consistency Determinations or other appropriate agency of land use jurisdiction.

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 and sewer service at rates set for the District's Ord 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 required warranty period, whichever occurs first, unless terminated sooner as provided in section 17 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 State 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 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). District may approve plans concurrent with the City's approval.

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*. More specifically, section 4.28.010 *Applicability* states that "[T]his chapter applies to publicly owned properties, to commercial, industrial and business properties, and to other such properties as may be specified from time to time by Marina Coast Water District ... " Section 4.28 does not require the use of recycled water for irrigation to privately owned residential lots. Improvement plans for the Development must contain recycled water lines to serve common areas and other non-residential lot irrigation within the Development. The Developer and the District will cooperatively identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout. The Developer, or its successors or assignees (such as an owners 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 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 verify that construction 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 inspect special fixtures including, zero water use urinals, hot water recirculation systems, etc. The District's right to inspect does not in any way eliminate or supersede any inspection obligations by the City. The District will inform the Developer of required field changes. The Developer shall be responsible for obtaining all easements outside publicly dedicated rights of way. Upon receipt of recorded private easements to serve the Development in accordance with the plans and specifications approved by the District, the District will quitclaim any easements not required to serve the Development and not required by the District.

2.1.5 All facilities 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, or at Developer's request, held by the District and used to pay subsequent fees, e.g., construction inspection fees.

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) Any surplus inspection fees shall be returned to Developer.

3. Temporary Irrigation

3.1 In the event the Developer has complied with the terms of this Agreement, 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 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 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. The current Water capacity charges, as of January 1, 2020, for water services in the Ord Community service area is \$8,010 per EDU. 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 the 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 and Sewer 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 water/sewer infrastructures within the Development boundaries that will be 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 water and sewer 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 must 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 on the former Fort Ord (or City, as the case may be). 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 capacity charges, as of 1/1/2020 for water and sewer services are \$8,010 per EDU and \$3,322 per EDU, respectively. These charges are due prior the installation of water meters. 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. Developer agrees to pay the capacity charge in effect at the time of providing services.

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 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. District is in the process of finalizing a recycled water augmentation project which is anticipated to come online on or about August, 2021.

7.2 Developer, and its successors or assignees (such as an owners association), agrees to take recycled water for non-potable use if and when it becomes available, which as set forth above is anticipated to be on or before August, 2021. The District shall establish a separate cost for recycled water in the same manner that it establishes the cost of potable water. 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 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's Engineer 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

10.1 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 tier 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* the following:

11.1.1 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.

11.1.3 Any other documents required by Section 400.13 of the *Procedures*.

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 twenty percent (20%) 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, both before and after the transfer, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance 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, **so long as such costs are reasonable under the circumstances.**

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, if directed by the District; and
- (3) Enforce all warranties for the benefit of the District, if directed by the District, **and reasonable under the circumstances.**

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 15 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. Such consent may not be unreasonably withheld. 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 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-erectments, 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 19.3 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 19.2. 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 19.4.

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.

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: _____

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.

DRAFT

Signature Page

By: DEVELOPER,

XXXXXXX, President and CEO

By MARINA COAST WATER DISTRICT

General Manager
Marina Coast Water District

DRAFT

EXHIBIT A
WATER ALLOCATION DOCUMENTATION

RESOLUTION NO. 2020-22

A RESOLUTION OF CITY COUNCIL OF THE CITY OF MARINA CITY COUNCIL TO RESERVE AND ALLOCATE SUFFICIENT WATER TO SERVE A PROPOSED 55,000 SQUARE FOOT ASSEMBLY TENT AND 580,000 SQUARE FOOT AIRCRAFT MANUFACTURING FACILITY LOCATED AT 3200-C IMJIN ROAD (A PORTION OF APN# 031-112-001)

WHEREAS, on May 23, 2019, the City of Marina Planning Commission approved a Site and Architectural Design Review application submitted by Joby Aero, Inc. for the construction of a 55,000 square foot assembly tent structure to be located on a portion of the south tarmac on the Marina Municipal Airport at 3200-C Imjin Road (a portion Of APN# 031-112-001), and;

WHEREAS, on December 17, 2019, the City Council approved a Ground Lease Agreement for a 217,800 square feet (± 5 gross acres) lease area for the construction of the 55,000 square foot assembly tent structure. Also included within the proposed Ground Lease were two Options: Option Area No. 1. included an additional 566,280 square feet (±13 acres); and, Option Area No. 2. included an additional 522,720 square feet (± 12 acres), and;

WHEREAS, on December 19, 2019, the City of Marina Design Review Board considered a Site and Architectural Design Review application for two (2) 290,000 square foot aircraft manufacturing buildings (580,000 square feet total) and adopted a Resolution recommending Planning Commission approve the site plan design and overall building layout; and,

WHEREAS, on February 27, 2020, the City of Marina Planning Commission considered the proposed project and adopted a Mitigated Negative Declaration for the project and approved the Site and Architectural Review application for the two (2) 290,000 (total 580,000) square foot aviation manufacturing buildings; and,

WHEREAS, Joby Aero, Inc. has submitted requests for water reservations/allocations for the two Planning Commission approved projects as follows:

- 55,000 square foot building – Water demand from restrooms and break room facilities for 50 employees = .17-acre feet of water per year
- 580,000 total square foot buildings - Water demand from restrooms, and kitchen facility for up to 600 employees, plus water for a cooling tower and landscaping = 15.11-acre feet of water per year

WHEREAS, said water reservation/allocation requests have been evaluated by MCWD staff and their consultant staff of Schaaf and Wheeler Consulting Civil Engineers. The evaluation resulted in revised water demand calculations and recommendations that water allocations be made as follows:

- 55,000 square foot building - .61-acre feet of water per year
- 580,000 total square foot buildings - 26.5-acre feet of water per year

WHEREAS, an evaluation of the existing water allocations and consumption of the former Fort Ord properties prepared by Schaaf and Wheeler Consulting Civil Engineers, has determined that there is a surplus of 91.5-acre feet of water per year in the City's water allocation for the former Fort Ord properties; and,

WHEREAS, the Marina Coast Water District (MCWD), the water purveyor for the area, independently review the Water Usage Estimate Reports provided by Axiom Engineers and the Water Supply Assessment data prepared by Schaaf and Wheeler Consulting Civil Engineers and determined that the City has adequate water supply availability to meet anticipated demands for the proposed Joby Aero, Inc projects, and;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marina that it hereby reserves and allocates water sufficient to serve the Joby Aero, Inc. 55,000 square foot assembly tent structure and two (2) 290,000 square foot aircraft manufacturing buildings (580,000 square feet total) projects at 3200-C Imjin Road (a portion of APN# 031-112-001) and makes the following findings and determinations:

1. That the above recitations are true and correct, incorporated herein by this reference, and constitute findings of the City Council in this matter, and;
2. That, in light of those considerations set forth in the Water Supply Assessment Report, the City Council hereby finds that, based on the entire record, projected water supplies will be sufficient to satisfy the demands of the proposed project, in addition to existing and planned future uses, and;
3. That, in light of those considerations set forth in the Water Supply Assessment Report, the City Council hereby finds that, based on the entire record, the evidence in the records constitutes substantial evidence to support the actions taken and findings made in this resolution, and;
4. That the City Council does hereby reserve 15.28-acre feet annually of the former Fort Ord Water Allocation to the Joby Aero, Inc. projects described in this Resolution. The 15.28-acre foot annual water reservation will become permanent water allocations as follows:
 - a. Upon receiving building permits, payments of associated fees and passing a first inspection for the 55,000 square foot building, the City Successors and assigns .17 .61-acre feet of water per year to the project.
 - b. Upon receiving building permits, payments of associated fees and passing a first inspection for the 580,000 square foot buildings the City Successors and assigns 15.11-acre feet of water per year to the project.

Should Joby Aero, Inc. fail to exercise the options within the allotted time in the Ground Lease, the 15.11-acre feet of water per year reservation for the 580,000 square foot buildings may be reassigned.

The water reservation/allocation is a maximum and that the City retains the right to reassign any unused excess determined to exist following evaluation of the single highest water consumption year during the first five (5) years after final occupancy is received and full operation of the 580,000 square foot aviation manufacturing facility begins

Resolution No. 2020-22
Page Three

5. That the allocation of water under this resolution is deemed to be sufficient to meet the water demands associated with the full build-out of the Project in a manner consistent with the Planning Commission's approval of the proposed project.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 3rd day of March 2020, by the following vote:

AYES, COUNCIL MEMBERS: Berkley, O'Connell, Morton, Delgado

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: Urrutia

ABSTAIN, COUNCIL MEMBERS: None


Bruce C. Delgado, Mayor

ATTEST:


Anita Sharp, Deputy City Clerk

**EXHIBIT B
LEGAL DESCRIPTION
JOB AVIATION – 5.00 ACRE LEASE PARCEL**

SITUTATE in the City of Marina, County of Monterey, State of California

BEING a portion of Parcel 1 of the Fort Ord Military Reservation, as the same is shown on the Record of Survey Map filed in Volume 19 of Survey, at Page 1, Monterey County Records, also being a portion of Parcel 1 as the same is shown on the Record of Survey Map filed in Volume 19 of Survey, at Page 20, Monterey County Records, and being more particularly described as follows:

BEGINNING at a found lead plug and nail in concrete, tagged RCE 25136, at the southernmost corner of Parcel 2 as the same is shown on the Amended Official Map filed in Volume 19 of Cities & Towns, at Page 22, Monterey County Records, and from which a found 3/4 " iron pipe, tagged RCE 25136, at the easternmost corner of said Parcel 2 as shown on said map, bears North 34° 20' East, 623.00 feet distant; thence South 44°10'16" East a distance of 109.24 feet to the TRUE POINT OF BEGINNING; thence North 34° 20' East, a distance of 623.00 feet; thence South 55° 40' East, a distance of 247.00 feet; thence South 34° 20' West, a distance of 623.00 feet; thence North 55° 40' West, a distance of 247.00 feet to the TRUE POINT OF BEGINNING,

and CONTAINING 5.00 acres.

See Exhibit B, page 2 of 2, attached hereto, and by this reference made a part hereof.

END OF DESCRIPTION

Prepared by: Ifland Survey
February 27, 2020
Job No. G19043



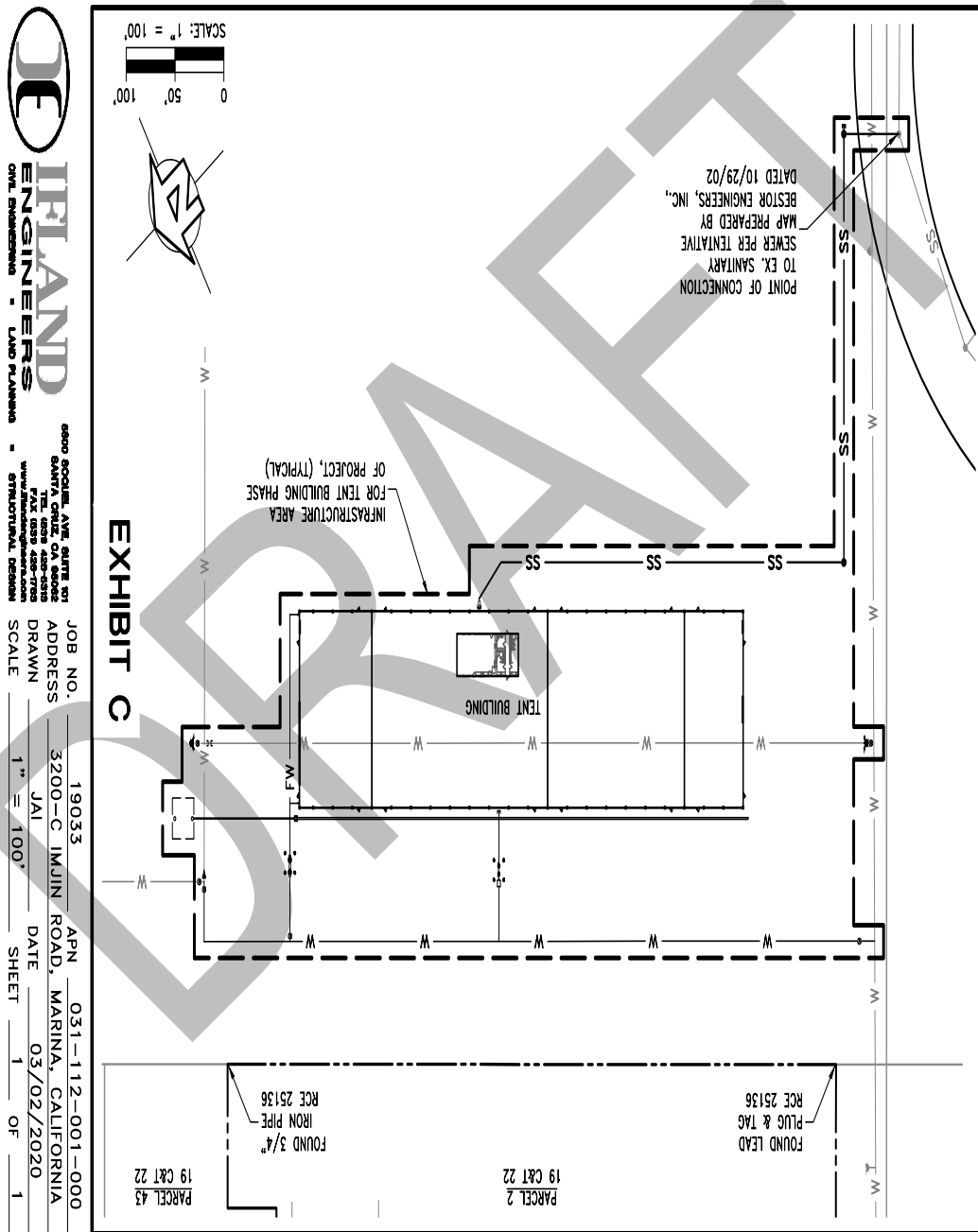
Gary Ifland, LS 7367
Exp. 12/31/2021

K:\Docs\GIA\2019\G19043\Lease_legal_022720.docx

Page 1 of 2

EXHIBIT C

MAP OF DEVELOPMENT



JE IRLAND
ENGINEERS
CIVIL ENGINEERING • LAND PLANNING

8800 SOCOLA AVE. SUITE 401
SANTA CRUZ, CA 95062
PHONE: (831) 458-7700
FAX: (831) 458-7700
www.jeirland.com
STRUCTURAL DESIGN

JOB NO. 19033 APN 031-112-001-000
ADDRESS 3200-C IMJIN ROAD, MARINA, CALIFORNIA
DRAWN JAI DATE 03/02/2020
SCALE 1" = 100' SHEET 1 OF 1

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, 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 arising under this Section.

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, which approval shall not be unreasonably withheld.

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 include¹ 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.

DRAFT

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-D

Meeting Date: March 16, 2020

Prepared By: Elise Ramirez
Reviewed by: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-14 to Award a Construction Contract to GSE Construction, Inc. for the Imjin Lift Station Improvement Project; Consider Adoption of Resolution No. 2020-15 to Approve Amendment No. 2 to the Professional Services Agreement with GHD, Inc. for Engineering Services During Construction of the Imjin Lift Station Improvement Project; Consider Adoption of Resolution No. 2020-16 to Approve Task Order 17 to the On-Call Professional Services Agreement with Harris and Associates for the Imjin Lift Station Improvement Project; and, Consider Adoption of Resolution No. 2020-17 to Amend the FY 2019-2020 Capital Improvement Budget for the Imjin Lift Station Improvement Project

Staff Recommendation:

The Board of Directors is requested to:

1. Adopt Resolution No. 2020-14 to Award a Construction Contract to GSE Construction, Inc. for the Imjin Lift Station Improvement Project in the amount of \$894,800; and,
2. Adopt Resolution No. 2020-15 to approve Amendment No. 2 to the Professional Services Agreement with GHD, Inc. for Engineering Services During Construction of the Imjin Lift Station Improvement Project in the amount of \$14,958; and,
3. Adopt Resolution No. 2020-16 to approve Task Order 17 to the On-Call Professional Services Agreement with Harris and Associates for the Imjin Lift Station Improvement Project in the amount of \$142,090; and,
4. Adopt Resolution No. 2020-17 to amend the FY 2019-2020 Capital Improvement Budget for the Imjin Lift Station Improvement Project (OS-0205) from \$675,000 to \$1,161,328,
5. Authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effort to these resolutions, the total project budget dollar amount for which shall not exceed \$1,161,328.

Background: *Strategic Plan, Element No. 2 Infrastructure – Our objective is to provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

On February 20, 2020, District staff conducted a bid opening for the “Imjin Lift Station Improvement Project Phase I” (CIP OS-0205). Portions of the Imjin Lift Station have reached the end of their service life and the lift station is under capacity. The construction project consists of relocating the two existing pumps to a newly constructed wet-well, installing a new 700 gpm pump, discharge pipes, valves, valve vault, electrical and control equipment, and various site improvements.

Discussion/Analysis:

The Imjin Lift Station Improvement Project was identified in 2005 and preliminary design was started; however, the project was not completed. In FY 2018-2019, the District contracted with GHD, Inc. to resume engineering design of the improvements to the Imjin Lift Station. GHD, Inc. completed the design in September 2019. The construction phase of the Imjin Lift Station Improvement Project was included in the FY 2019-2020 CIP Budget for \$675,000.

An invitation to bidders was advertised in The Monterey County Herald, The Californian, the District's website, and the Central Coast Builder's Exchange. A mandatory Pre-Bid Conference was held on October 31, 2019 at the MCWD Fort Ord Office. The Imjin Lift Station Improvement Project Bid Opening was held on November 26, 2019. The District received six bids for this project (tabulated below).

Bidder	Price for OS-0205 Imjin Lift Station	Price for OS-0205 Alternate Items	Total Bid Price
C2 Builders, Inc.	\$837,000.00	\$11,250.00	\$848,250.00
Anderson Pacific	\$934,130.00	\$5,000	\$939,130.00
MPE	\$930,000.00	\$10,000.00	\$940,000.00
GSE	\$941,600.00	\$6,000.00	\$947,600.00
Don Chapin	\$1,103,800.00	\$2,500.00	\$1,106,300.00
Specialty Construction	\$1,306,025.00	\$4,975.00	\$1,311,000.00

Upon further review of the bids received, District staff discovered bid irregularities. In addition, a formal Bid Protest was received. After consulting with District counsel, staff recommended rejecting all bids for the Imjin Lift Station Improvement Project and rebidding the project which the Board approved by Resolution No. 2019-88 on December 16, 2019.

The Imjin Lift Station Improvement Project (Rebid) was issued on January 2, 2020. An invitation to bidders for the Imjin Lift Station Improvement Project (Rebid) was advertised in The Monterey County Herald, The Californian, the District's website, and the Central Coast Builder's Exchange. A mandatory Pre-Bid Conference was held on January 22, 2020 at the MCWD Beach Office. The Imjin Lift Station Improvement Project (Rebid) Bid Opening was held on February 20, 2020. The District received five bids for this project (tabulated below).

Bidder	Price for OS-0205 Imjin Lift Station	Price for OS-0205 Alternate Items	Total Bid Price
GSE	\$888,800	\$6,000	\$894,800
MPE	\$895,000	\$10,000	\$905,000
Anderson Pacific	\$904,000	\$4,250	\$908,250
Specialty Construction	\$1,090,000	\$5,250	\$1,095,250
Pacific Infrastructure	\$969,774	\$6,125	\$975,899

Based on completed plans and specifications, the Engineer's Estimate for construction was \$732,000. The spread between the first and second bidder is only 1.1%. The apparent low bidder is GSE Construction, Inc. (GSE), with a bid price of \$894,800. Given the increased construction activity this year leading to higher prices and the tight spread between bids, project construction cost of \$894,800 is reasonable. After checking references, staff recommends award to the low bidder, GSE Construction, Inc.

The Professional Services Agreement for engineering design services with GHD, Inc. was entered into in 2018 for a total not-to-exceed amount of \$38,638. Amendment No. 1 for \$38,454 to the Professional Services Agreement with GHD, Inc. was for scope additions during the design phase and to provide engineering services during the bid and construction phases; however, due to final design changes and the rebid process, the budgeted amount for engineering services during construction was exhausted. Amendment No. 2 of the Professional Services Agreement with GHD, Inc. for the Imjin Lift Station Improvement Project will be for engineering services during construction for a not-to-exceed amount of \$14,958. This will bring the total Professional Services Agreement with GHD, Inc. to a total not-to-exceed amount of \$92,050.

Construction is expected to last 5 months, during which time external resources will be required to perform regular inspection of the work. Harris & Associates (Harris) has submitted a proposal to provide construction management and inspection services. The proposed Task Order 17 to the On-Call Professional Services Agreement with Harris and Associates is for a not-to-exceed amount of \$142,090.

The total estimated cost for this project is \$1,161,328.00 which includes the construction contractor, engineering design services during construction, construction management and inspection, MCWD staff costs, and a 10% contingency. The increase in project cost is due an expanded scope of work which includes adding a third pump, new motor control center, recoating the existing wet well and outdated budgeting figures.

	Imjin L.S.
Bid Price (GSE)	\$894,800
Engineering Services During Construction (GHD)	\$14,958
Construction Management & Inspection (Harris)	\$142,090
MCWD Staff	\$20,000
Contingency (10%)	\$89,480
Total	\$1,161,328

The FY 19-20 Capital Improvement Project (CIP) Budget for the Imjin Lift Station Improvement Project was estimated to be \$675,000. Staff recommends amending the Imjin Lift Station Budget as follows:

Project	FY 19-20 Budget	Ord Sewer Capital Replacement Reserves	TOTAL
OS-0205, Imjin Lift Station Improvement	\$675,000	\$486,328	\$1,161,328

Environmental Review Compliance: Replacement of existing utility facilities within existing sites is exempt from CEQA. A notice of exemption was filed with the County Clerk and the State CEQA Clearinghouse.

Other considerations: None.

Financial Impact: X Yes No Funding Source/Recap: Funding for this project comes from the FY 2019-2020 Capital Improvements Budget, and the remaining amount of \$486,328, comes from Ord Sewer Capacity Charge/Capital Surcharge Reserves. As of December 31, 2019, the available Ord Sewer Capacity Charge/Capital Surcharge Reserve Balance was \$3,107,529.

Material Included for Information/Consideration: Resolution Nos. 2020-14, 2020-15, 2020-16, 2020-17; Attachment 1 – location map, Attachment 2 – summary of bid tabulation, Attachment 3 – engineers estimate, Attachment 4 – GHD Amendment No. 2 proposal, Attachment 5 – Harris and Associates Task Order 17

Action Required: X Resolution _____ Motion _____ Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

March 16, 2020

Resolution No. 2020-14
Resolution of the Board of Directors
Marina Coast Water District
Awarding a Construction Contract with GSE Construction, Inc.
for the Imjin Lift Station Improvement Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on March 16, 2020 at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the District Capital Improvement Program includes the Imjin Lift Station Improvement Project to replace facilities which have reached the end of their service life; and,

WHEREAS, the District solicited and received bids from qualified contractors for the construction of the Imjin Lift Station Improvement Project, appurtenances and related equipment, and the low bidder was considered responsive; and,

WHEREAS, staff recommends contracting with GSE Construction, Inc. to provide construction services for the Imjin Lift Station Improvement Project in the amount of \$894,800; and,

WHEREAS, this work is categorically exempt under section 15301 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby award a Construction Contract to GSE Construction, Inc. for the Imjin Lift Station Improvement Project in the amount of \$894,800; and,

BE IT FURTHER RESOLVED, to authorize the General Manager to execute the contract and to take all actions and execute all documents as may be necessary or appropriate to give effort to this resolution.

PASSED AND ADOPTED on March 16, 2020, 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-14 adopted March 16, 2020.

Keith Van Der Maaten, Secretary

March 16, 2020

Resolution No. 2020-15
Resolution of the Board of Directors
Marina Coast Water District

Authorizing to Amend the Professional Services Agreement with GHD, Inc
for the Imjin Lift Station Improvements Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on March 16, 2020, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the District Capital Improvement Program includes the Imjin Lift Station Improvement Project to replace facilities which have reached the end of their service life; and,

WHEREAS, MCWD entered into a Professional Services Agreement with GHD, Inc. to provide engineering design services for the Imjin Lift Station Improvement Project in the amount of \$38,638; and,

WHEREAS, MCWD amended the Professional Services Agreement with GHD, Inc. due to design changes and to provide engineering support during the bid and construction phase for the amount of \$38,454; and,

WHEREAS, the Imjin Lift Station Improvement Project was rebid due to bid irregularities and receipt of a bid protest, Amendment No. 1 funds were exhausted; and,

WHEREAS, staff recommends amending the Professional Services Agreement with GHD, Inc. to provide engineering services during construction for the Imjin Lift Station Improvement Project for a not-to-exceed amount of \$14,958.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby Authorize Amendment No. 2 to the Professional Services Agreement with GHD, Inc. for the Imjin Lift Station Improvement Project in the amount of \$14,958; and,

BE IT FURTHER RESOLVED, to authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effort to this resolution, the total dollar amount for professional service with GHD which shall not exceed \$92,050.

PASSED AND ADOPTED on March 16, 2020, 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-15 adopted March 16, 2020.

Keith Van Der Maaten, Secretary

March 16, 2020

Resolution No. 2020-16
Resolution of the Board of Directors
Marina Coast Water District
Authorizing Task Order 17 to the On-Call Professional Services Agreement with
Harris and Associates for the Imjin Lift Station Improvement Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on March 16, 2020, at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the District Capital Improvement Program includes the Imjin Lift Station Improvement Project to replace facilities which have reached the end of their service life; and,

WHEREAS, Harris & Associates has an existing contractual relationship with the District, and the District staff finds Harris & Associates’ scope and fee proposal to provide construction inspection services for the Project reasonable; and,

WHEREAS, staff recommends Task Order 17 to the On-Call Professional Services Agreement with Harris and Associates to provide construction management and inspection services for the Imjin Lift Station Improvement Project in the amount of \$142,090.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve Task Order 17 to the On-Call Professional Services Agreement with Harris and Associates for the Imjin Lift Station Improvement Project in the amount of \$142,090 and authorize the General Manager to execute the Task Order and to take all actions and execute all documents as may be necessary or appropriate to give effort to this resolution.

PASSED AND ADOPTED on March 16, 2020, 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 _____

Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, 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. 2020-16 adopted March 16, 2020.

Keith Van Der Maaten, Secretary

March 16, 2020

Resolution No. 2020-17
Resolution of the Board of Directors
Marina Coast Water District
Amending the FY 2019-2020 Capital Improvement Budget
for the Imjin Lift Station Improvement Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on March 16, 2020 at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, the District Capital Improvement Program includes the Imjin Lift Station Improvement Project to replace facilities which have reached the end of their service life; and,

WHEREAS, the District solicited and received bids from qualified contractors for the construction of the Imjin Lift Station Improvement Project, appurtenances and related equipment, and the low bidder was considered responsive; and,

WHEREAS, staff recommends contracting with GSE Construction, Inc. to provide construction services for the Imjin Lift Station Improvement Project in the amount of \$894,800; and,

WHEREAS, staff recommends amending the Professional Services Agreement with GHD, Inc. to provide engineering services during construction for the Imjin Lift Station Improvement Project for a not-to-exceed amount of \$14,958; and,

WHEREAS, staff recommends Task Order 17 to the On-Call Professional Services Agreement with Harris and Associates to provide construction management and inspection services for the Imjin Lift Station Improvement Project in the amount of \$142,090; and,

WHEREAS, staff recommends staff costs and contingency in the amount of \$109,480 for a total project budget of \$1,161,328 (see table); and,

	Imjin L.S.
Bid Price (GSE)	\$894,800
Engineering Services During Construction (GHD)	\$14,958
Construction Management & Inspection (Harris)	\$142,090
MCWD Staff	\$20,000
Contingency (10%)	\$89,480
Total	\$1,161,328

WHEREAS, the FY 2019-2020 Capital Improvement Project (CIP) Budget for the Imjin Lift Station Improvement Project was estimated to be \$675,000. The increase in project cost is due an expanded scope of work which includes adding a third pump, new motor control center, recoating the existing wet well and outdated budgeting figures, staff recommends amending the Imjin Lift Station Budget as follows:

Project	FY 19-20 Budget	Ord Sewer Capital Replacement Reserves	TOTAL
OS-0205, Imjin Lift Station Improvement	\$675,000	\$486,328	\$1,161,328

WHEREAS, this work is categorically exempt under section 15301 of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby amend the FY 2019-2020 Capital Improvement Budget for the Imjin Lift Station Improvement Project (OS-0205) from \$675,000 to \$1,161,328; and,

BE IT FURTHER RESOLVED, to authorize the General Manager to execute all documents as may be necessary or appropriate to give effort to this resolution, the total project budget dollar amount for which shall not exceed \$1,161,328.

PASSED AND ADOPTED on March 16, 2020, 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 _____

 Thomas P. Moore, President

ATTEST:

 Keith Van Der Maaten, 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. 2020-17 adopted March 16, 2020.

 Keith Van Der Maaten, Secretary

LOCATION MAP



Imjin Lift Station Improvement Project

No Scale

**MARINA COAST WATER DISTRICT
IMJIN LIFT STATION IMPROVEMENT PROJECT
CIP OS-0205**

BID OPENING: 2 PM, February 20, 2020

LOCATION: 11 RESERVATION ROAD MARINA, CA 93933

BID SUMMARY				Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5		Average	
SCHEDULE OF BID ITEMS				Anderson Pacific		MPE		Specialty Construction		GSE		Pacific Infrastructure		Bid	
Bid Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization/Demobilization	LS	1	\$17,000	\$17,000	\$50,000	\$50,000	\$84,000	\$84,000	\$40,000	\$40,000	\$30,000	\$30,000		\$44,200
2	Traffic Control and Construction Area Signage	LS	1	\$4,000	\$4,000	\$5,000	\$5,000	\$11,000	\$11,000	\$2,000	\$2,000	\$5,000	\$5,000		\$5,400
3	Temporary Sheeting, Shoring and Bracing	LF	1	\$35,000	\$35,000	\$25,000	\$25,000	\$20,000	\$20,000	\$35,000	\$35,000	\$90,000	\$90,000		\$41,000
4	Lift Station Improvements	LS	1	\$823,000	\$823,000	\$790,000	\$790,000	\$950,000	\$950,000	\$786,800	\$786,800	\$819,774	\$819,774		\$833,915
5	Lift Station SCADA/MCC Allowance	ALW	1	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000		\$25,000
	Sub-Total, Base Bid:				\$904,000		\$895,000		\$1,090,000		\$888,800		\$969,774		\$949,515
	Alternate Items	LS	1												
6	Remove and Dispose Unsuitable Materials	Ton	25	\$85	\$2,125	\$200	\$5,000	\$35	\$875	\$120	\$3,000	\$145	\$3,625		\$1,521
7	Imported Backfill Material	CY	25	\$85	\$2,125	\$200	\$5,000	\$175	\$4,375	\$120	\$3,000	\$100	\$2,500		\$1,768
	Sub-Total, Alternate Items				\$4,250		\$10,000		\$5,250		\$6,000		\$6,125		\$6,325
	Alternate Bid Price														
1				\$0	\$0	\$0	\$0	\$0	\$0			\$0	\$0		\$0
2				\$0	\$0	\$0	\$0	\$0	\$0			\$0	\$0		\$0
											\$100				
	Base Bid Plus Alternate				\$908,250		\$905,000		\$1,095,250		\$894,800		\$975,899		\$955,840

SUMMARY OF ESTIMATE BY SPECIFICATION DIVISION

Client: Marina Coast Water District
 Project: Imjin Lift Station Improvements Project

8/8/2019

Work Task	Description	Summary Estimate
DIVISION 1	GENERAL	\$45,000
DIVISION 2	SITE WORK	\$131,000
DIVISION 3	CONCRETE	\$58,000
DIVISION 4	MASONRY (NOT USED)	
DIVISION 5	METALS	\$23,000
DIVISION 6	WOOD AND PLASTICS (NOT USED)	
DIVISION 7	THERMAL AND MOISTURE PROTECTION (NOT USED)	
DIVISION 8	DOORS AND WINDOWS (NOT USED)	
DIVISION 9	FINISHES	\$21,000
DIVISION 10	SPECIALITIES (NOT USED)	
DIVISION 11	EQUIPMENT	\$62,000
DIVISION 12	FURNISHINGS (NOT USED)	
DIVISION 13	SPECIAL CONSTRUCTION	\$4,000
DIVISION 14	CONVEYING SYSTEMS (NOT USED)	
DIVISION 15	MECHANICAL	\$67,000
DIVISION 16	ELECTRICAL	\$119,000
	Subtotal	\$530,000
	Bond, Insurance, Overhead, and Profit (18%)	\$96,000
	Contingency (20%)	\$106,000
	Total Construction Cost Estimate (rounded)	\$732,000



March 5, 2020

Elise Ramirez, PE
Associate Engineer
Marina Coast Water District
2840 4th Avenue
Marina, CA 93933

RE: Proposal for Amendment for MCWD Imjin Lift Station Improvements Project Design and Construction Support Services

Dear Ms. Ramirez,

GHD is submitting this amendment request for your consideration to include additional project budget for the additional services to support the Engineering Services During Construction task.

The total amount of the proposed Amendment #2 is \$14,958. As with our existing contract, GHD proposes to perform these services on a time and materials basis in accordance with our Standard Fees and Conditions.

The attached spreadsheet shows the fee breakdown for this proposed Amendment.

The accounting of the original contract amount, previous amendments, and the proposed amendment is as follows:

Original Contract Amount:	\$ 38,638
Amendment #1 :	\$ 38,454
<u>Amendment #2 :</u>	<u>\$ 14,958</u>
Proposed New Contract Total:	\$ 92,050

Please let us know if you have any questions. You may contact me directly at (650) 867-3304, or e-mail at raymond.wong@ghd.com.

Yours sincerely,
GHD, Inc.

A handwritten signature in blue ink that reads "Raymond Wong". The signature is written in a cursive, flowing style.

Raymond Wong, PhD, PE, CFM, LEED AP
Project Manager

Attachments: Fee Proposal

Budget Estimation Spreadsheet

Project: MCWD Imjin Lift Station Improvements Project Design and Construction Support Services

Prepared By: Patrick Sullivan

Reviewed By: Raymond Wong

Date: 5-Mar-20

Proposal Number: 11184901

AMENDMENT #1 FEE PROPOSAL

	GHD							Hours	Labor	Consumables	TOTAL
	Allen PIC \$260	Wong PM \$210	Sullivan Civil/Mech \$185	Pan Structural \$165	Guggiana Electrical \$210	Scheetz CADD \$175	Admin \$105				
Task 1 - Engineering Services During Construction											
Task 1.1 Submittal Review (10)		2	16	2	2			22	\$ 4,130	\$ 132	\$4,262
Task 1.2 RFI and Clarification Review and Response (10)		2	20	2	2			26	\$ 4,870	\$ 156	\$5,026
Task 1.3 Assist with Change Orders (2)		2	8	2	2	4		18	\$ 3,350	\$ 108	\$3,458
Task 1.4 Preparation and Submittal of Digital Record Drawings			4			8		12	\$ 2,140	\$ 72	\$2,212
SUBTOTAL Task 1								78	\$ 14,490	\$ 468	\$14,958
TOTALS	0	6	48	6	6	12	0	78	\$ 14,490	\$ 468	\$ 14,958

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND HARRIS & ASSOCIATES FOR
ON-CALL GENERAL, CIP, AND DEVELOPMENT
ENGINEERING SUPPORT SERVICES**

TASK ORDER NO. 17

Article II - Scope of Services shall be to provide construction management and inspection services, observation, close-out procedures, and general support for the Imjin Lift Station Improvement Project as more specifically described in the attached Scope of Work and Fee Proposal.

Article V – The Work under this Task Order is scheduled for Completion by December 31, 2020.

Article VII- Payment shall be amended by a not-to-exceed contract amount of \$142,090 on a time and expense basis.

All other articles of the November 20, 2017 AGREEMENT FOR ON-CALL GENERAL, CIP AND DEVELOPMENT ENGINEERING SUPPORT SERVICES remain the same.

OWNER and ENGINEER have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of March 1, 2020.

Prepared by: Elise Ramirez, Assoc. Engineer
(DISTRICT REPRESENTATIVE)

Date: March 16, 2020

ENGINEER
Harris & Associates

OWNER
Marina Coast Water District

By: _____

By: _____

Title: _____

Title: General Manager

Date: _____

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND HARRIS & ASSOCIATES FOR
ON-CALL GENERAL, CIP, AND DEVELOPMENT
ENGINEERING SUPPORT SERVICES

TASK ORDER NO. 17

SCOPE OF WORK AND FEE PROPOSAL (see attached)

Task Order for Additional Budget
Imjin Lift Station Improvement Project
Construction Management and Inspection Services



Harris & AssociatesSM

*Shaping the Future, One Project at a Time*SM

February 27, 2020

Elise Ramirez, Project Manager
Marina Coast Water District
11 Reservation Road
Marina, CA 93933

Subject: Task Order Request: Construction Management/Inspection Services for Imjin Lift Station Improvements Project

On February 20, 2020, the District held the bid opening for the lift station project located on Imjin Road near Abrams Drive. The District's consultant, GHD Inc., developed the Plans Specifications and Estimate (PS&E) package. The following proposal covers scope and fees to assist the District with Construction Management and Inspection Services for this project.

The information in this scope of work is based on a review of the District's Contract Documents and the contract plans for the construction of the Imjin Lift Station Improvement Project (dated 10/1/2019).

I. PROJECT DESCRIPTION.

Imjin Lift Station:

The Imjin Lift Station is located on the east side of Imjin Road just north of the Imjin Road/Abrams Street intersection, in the City of Marina.

The work covered by the contract documents is installation of new pumps, discharge pipes, valves, wet well, valve vault, electrical and control equipment and various site improvements.

II. CONSTRUCTION MANAGEMENT TEAM

David Seanez, will be the Assistant Construction Manager/Inspector for this project. His role will be to inspect the work as needed to maintain project momentum and see that construction of the project is in substantial compliance with the project plans and specifications, and the District's standards. David will be the primary point of contact for this project.

David brings over 39 years of experience in construction including over 30 years with the Santa Clara Valley Water District, providing construction management and inspection services on large flood control and water utility projects (including large diameter pipelines, tunnels, pumping plants and dams and reservoirs). David recently completed a project very similar to the Imjin Lift Station for the Seaside County Sewer District. The project (Military Lift Station) involved

installation of pumps and piping, lining of wet well, new motor control cabinet and SCADA system.

Dana Van Horn, will serve as Construction Manager. She will assist in the overall administration of the contract and ensure that the appropriate resources are available for the project. Dana will coordinate directly with the District, design consultant GHD Inc. and the contractor to maintain the construction schedule. She will work closely with David to manage the project budget.

Dana has over 30 years of experience on infrastructure projects in the areas of project management, project planning, and construction engineering for roadway, structures, and water resource projects. In the last 10 years, Dana has worked closely with the District to oversee developer work involving District infrastructure.

Carol Johnson, will serve as the project assistant Carol has 39 of experience serving in both the public and private sector in a variety of technical, design and administrative roles. She has worked with City of Marina Strategic Development Center (SDC) managing the processing of permits related to the redevelopment of 1500 acres of the former Fort Ord. Her role will be to assist with document control and labor compliance. Labor compliance will specifically be limited to checking/tracking that the contractor and subcontractors are reporting to the DIR website.

III. SCOPE OF WORK

The Imjin Lift Station upgrade project will include Project Management and Construction Management services as shown below.

Task Description	Our Approach	Deliverables
1.0 Project Management		
1.1 Project Coordination and Meetings	Our Construction Manager, Dana Vanhorn, will continue to meet with the District on regular bases and will coordinate with the contractor, GHD Inc., CM Team and District. Dana will also be involved with the Pre Construction Phase. Management of this contract and submittal of project invoices for services rendered.	N/A
1.2 Monthly Progress Reports	A brief progress report will accompany each monthly Harris invoice. It will discuss budget and schedule status, issues resolved and unresolved, and “next steps.”	Monthly progress report.

Task Description	Our Approach	Deliverables
2.0 Construction Management		
2.1 Preconstruction	Construction management team members will conduct the preconstruction meeting to coordinate with the selected contractor.	Meeting notes.
2.2 Construction Management and Inspection Services	<p>Project Administration including preparation of progress pay estimates, preparation of contract change orders, certified payroll checks and documentation of construction progress, daily quality control inspection and measurement and tracking of quantities of work completed.</p> <p>Provide daily construction inspection. Record information related to: work performance; instruction given/received; construction activities in process, completed, started, etc.; deficiencies noted; problems encountered and resolution notification, actions taken; and notes/notations/redlines of field changes.</p> <p>Serve as general field liaison between Contractor and District staff. Assist District in maintaining good relations with residents and businesses in the surrounding neighborhoods.</p> <p>Perform final inspection; including recommendation and scheduling with appropriate stakeholders. Harris will prepare, distribute, and inspect corrections for the final punch list for completion and acceptance.</p>	Progress reports, daily diaries, quantity records, resolution notifications.
2.3 Project Closeout	<p>Oversee completion of As-built drawings, preparation of final Pay Estimate.</p> <p>Provide a final report. The report will include all Daily Inspection Reports, documentation for testing of installed facilities, photos and redline plan review.</p>	As-Built drawings and inspection binder.

Our level of effort is based on the construction schedule provided by the design consultant and will be provided on an “hourly not-to-exceed” basis as shown in the attached Exhibit A. Additional efforts unforeseen at the authoring of this task order will be discussed with the District and provided under a subsequent authorization.

Please contact me directly at (831) 419-7234 with any questions regarding this scope and fee.

Regards,

HARRIS & ASSOCIATES, Inc.



Frank S. Lopez, PE, QSD, CFM
Senior Director, Engineering Services

Senior Director, Engineering Services



Dana Van Horn, PE
Senior Construction Manager

Attach

EXHIBIT A

**Marina Coast Water District
Construction Management Cost of Services Worksheet
Imjin Lift Station Improvements Project**



Project Schedule		2020						
		Mar	Apr	May	Jun	Jul	Aug	Sep
Calendar days		31	30	31	30	31	31	30
Work days		22	22	21	22	23	21	22
Hrs		176	176	176	176	184	168	176
Bid/Award Phase								
Preconstruction								
Construction Phase								
Closeout								

Staffing		
Project Mgr	CM/Inspector	Admin Assist
Dana Van Horn	David Seanez	Carol Johnson
\$195.00	\$185.00	\$ 105.00

Task	Hours							Total Fee
	Mar	Apr	May	Jun	Jul	Aug	Sep	
Preconstruction Phase								
Project Management	8							\$1,560.00
Construction Management	40							\$7,400.00
Project Assistant	4							\$420.00
Preconstruction Phase Subtotal								\$8,960.00
Construction Phase								
Project Manager		5	5	5	6	4	5	\$5,850.00
CM/Inspection		120	100	120	120	100	40	\$111,000.00
Admin Assistant		8	8	8	8	8		\$4,200.00
Construction Subtotal								\$121,050.00
Close-out								
Project Management							24	\$4,680.00
Construction Management							40	\$7,400.00
Admin Assistant							8	\$840.00
Close-out Subtotal								\$12,080.00
								Total Fee = \$142,090.00
TOTAL HOURS =	52	133	113	133	134	112	117	

Note 1: This estimate is based on a construction schedule of 150 Calendar days

Note 2: This estimate is based on 4 hours per week for CM services, Project Assistant services and 20 hours per week for Inspection Services

Note 3: The inspection rate shown includes Prevailing Wage for field inspection services only.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-E

Meeting Date: March 16, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Consider Providing Direction on the Call for Nominations of Candidates to Fill One Special District Seat on Local Agency Formation Commission of Monterey County

Staff Recommendation: The Board of Directors provide direction to the Board President regarding the Call for Nominations of Candidates to fill one Special District seat on the Local Agency Formation Commission of Monterey County (LAFCO).

Background: *Strategic Plan Mission Statement – To provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: On February 28, 2020, LAFCO sent a Call for Nominations of Candidates to fill one Special District regular member seat with a term that will expire in May 2024. A qualified Director can nominate himself or herself as a candidate to serve on LAFCO.

Ballots must be received by LAFCO by March 30, 2020 at 5:00 p.m.

Environmental Review Compliance: None required.

Financial Impact: ___Yes ___X___No Funding Source/Recap: None.

Other Considerations: The Board can decide not to vote for any nominee running for office.

Material Included for Information/Consideration: LAFCO Call for Nominations letter dated February 28, 2020.

Action Required: ___Resolution ___X___Motion ___Review

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

Marina Coast Water District
Staff Report

Agenda Item: 11-A

Meeting Date: March 16, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Receive an Update on the Delinquent Account Shut Off Report

Summary: At a previous Board meeting, the Board of Directors requested a report on the amount of 24-hour door tags issued for nonpayment, how many accounts are shut off, how many accounts are reconnected and how many accounts discontinue service.

The Delinquent Account Monthly Shut Off Report (attached) provides the requested information on a monthly basis for calendar years 2018, 2019 and for January and February 2020. The Report also provides a brief analysis of the data.

The table below is a summary of the data by year:

Year	Door Tags Issued	Shut Offs Issued	Reconnected	Service Terminated
January-February 2020	463	21	21	0
2019	2696	134	129	5
2018	2236	74	70	4



MARINA COAST WATER DISTRICT
DELINQUENT ACCOUNT SERVICE SHUT OFFS
 JANUARY 2018 - FEBRUARY 2020

Month	Year	Door Tags Issued	Shut Offs	Reconnections	Service Terminated
January	2020	331	10	10	0
February	2020	132	11	11	0
Subtotal		463	21	21	0
January	2019	370	15	15	0
February	2019	132	8	7	1
March	2019	227	5	5	0
April	2019	184	11	10	1
May	2019	228	3	3	0
June	2019	171	12	12	0
July	2019	243	12	11	1
August	2019	286	16	16	0
September	2019	129	7	6	1
October	2019	334	17	16	1
November	2019	137	14	14	0
December	2019	255	14	14	0
Subtotal		2696	134	129	5
January	2018	171	6	5	1
February	2018	267	11	11	0
March	2018	109	1	1	0
April	2018	166	6	5	1
May	2018	221	6	6	0
June	2018	104	5	5	0
July	2018	236	9	9	0
August	2018	207	7	7	0
September	2018	118	5	5	0
October	2018	276	11	9	2
November	2018	216	7	7	0
December	2018	145	0	0	0
Subtotal		2236	74	70	4
Totals		5395	229	220	9

Year	% of Door Tags Issued Whose Accounts Were Shut Off	% of Accounts Shut Off That Have Been Reconnected	% of Accounts Shut Off And Service Terminated
2020	5%	100%	0%
2019	5%	96%	4%
2018	3%	95%	5%

Marina Coast Water District
Staff Report

Agenda Item: 11-B

Meeting Date: March 16, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Receive Information Regarding Recent Per- and Poly-Fluoroalkyl Substances Sampling Results

Summary: In March of 2019, the State Water Resources Control Board, Division of Drinking Water (DDW), put out an order requiring public water systems with potable water sources within a close proximity of airports and military bases known to use firefighting foaming agents and other high risk activities to test for Perfluorooctanoic Acid (PFOA) and Perfluorooctanesulfonic Acid (PFOS). Per the DDW, Marina Coast Water District (District) was given order, No. 02_05_19M-004_2710017 to comply with PFOA and PFOS sampling at 6 of the District's wells. By June 30, 2019, the District was required to begin 4 consecutive quarterly samples for PFOA and PFOS under the Environmental Protection Agency (EPA) testing method 537.1 or later when established 537, Rev. 1.1. The District performed all its sampling under the EPA method 537.1, which also required that an additional 14 analytes that fall into the PFAS family be tested as well. Out of the total of 16 analytes to be tested, only the two biggest concerns PFOA and PFOS have set regulatory Notification Levels. Those levels were originally set at 14 Parts per Trillion (PPT) for PFOA and 13 PPT for PFOS and amended in August of 2019 to 5.1 PPT for PFOA and 6.5 PPT for PFOS. Currently, there is no State or Federal Maximum Contaminant Level (MCL) for any PFAS analyte.

The District finished its mandatory PFOA and PFOS sampling in January of 2020 and received the results in mid-February of its last quarter of sampling. All six wells were non-detect for PFOA and PFOS in all four consecutive quarters. However, detection of two of the additional fourteen required analytes to be sampled were found present within the District's Well 29, Perfluorohexanoic Acid (PFHxA) and Perfluorobutanesulfonic (PFBS). Neither PFHxA nor PFBS have any set regulatory actions, which means that there are no Public Health Goals, Maximum Contaminant Levels, Notification Levels, or Response Levels set for these two analytes. Additionally, both analytes were detected at very low levels within well 29. PFHxA was detected at an average of four consecutive quarters of 5 PPT. Only one detection for PFBS was found in its last quarter sampled was at 2 PPT, which is right at the lowest level of detection for laboratory equipment (detection limit). While there is no current Federal or California regulatory levels for these two, the State of Michigan has proposed Health Based values for these two analytes. Those recommendations were 400,000 PPT for PFHxA and 420 PPT for PFBS. Below shows a chart comparing Michigan's Health Based Values versus the District's Well 29 values and the difference in the amount under Michigan's proposed Health Based Values.

Analyte	Michigan Health Based Advisory Level	MCWD Well 29 Level Detected	Difference
PFHxA	400,000 PPT	5 PPT	80,000 times under Michigan Health Based Advisory Level
PFBS	420 PPT	2 PPT	210 times under Michigan Health Based Advisory Level

To put it in perspective, one Part Per Trillion would be equivalent to one drop of water within 20 Olympic sized swimming pools.

Summary: PFHxA and PFBS will continue to be monitored within Well 29 to ensure there are no upwards trends of the levels of each respectively. Since there are no regulatory levels set forth for PFHxA and PFBS, no further action is required by DDW, other than providing the District’s customers with the results on the annual Consumer Confidence Report (CCR). All of the District’s water including Well 29, meets and exceeds the State and Federal safe drinking water standards.

Marina Coast Water District
Staff Report

Agenda Item: 12-A

Meeting Date: March 16, 2020

Prepared By: Keith Van Der Maaten

Approved By: Keith Van Der Maaten

Agenda Title: Strategic Plan and Goal Setting Workshop

Staff Recommendation: The Board will participate in a Strategic Plan and Goal setting workshop.

Background: *Strategic Plan Mission Statement – We provide our customers with high quality water, wastewater collection and conservation services at a reasonable cost, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The Board requested to hold a workshop to work on a Strategic Plan and setting goals for the future.

Environmental Review Compliance: None required.

Financial Impact: ___Yes ___X___No Funding Source/Recap: None.

Other Considerations: None.

Material Included for Information/Consideration: Redlined Strategic Plan.

Action Required: ___Resolution ___Motion ___Review ___X___Workshop

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

We provide our customers with high quality water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.

Marina Coast Water District Strategic Plan

January 29, 2020 February 25,
2020 Workshop Version



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Mission Statement

We provide our customers with high quality [potable and recycled](#) water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.

Vision Statements

In 5 years, we would like to be able to say...

- We have Board policies and procedures with the aim to receive a California Special District Association's (CSDA) "District of Distinction" Award.
- We have an engaged, reliable and productive workforce that is robust and enjoys high morale with low turnover.
- We are leaders in the region in water quality, communications, water resources, conservation and workforce development.
- We enjoy a positive reputation with the Public and other governmental agencies.
- We have evaluated and have taken steps to fund, all real and likely District liabilities, infrastructure needs, water supply augmentation needs, and necessary groundwater sustainability plan projects and actions.
- We are managing our existing assets through a capital improvement program and through a maintenance management plan that optimizes useful life, minimized operational issues, and maximizes the value of our assets.
- Our office buildings are professional and sufficiently sized to support a productive staff and we now have our own Board room that is sufficiently sized and properly outfitted for the District to conduct effective public meetings.
- Our District facilities are models of energy efficiency (limit carbon emissions), are well taken care of, and support the Districts' "Green" policies.
- We have adequate reserves for repair and replacement of our infrastructure.
- We have adopted a new rate study, Master Plans, and Capacity Fees
- We have a formal workforce development and succession plan in place.
- We have a Water Conservation Commission that focuses on providing input to the Board of Directors on matters pertaining to the preservation of the District's water resource through conservation, technological improvements and policy.
- We have strong and robust water conservation programs, meeting State mandates.
- We have taken steps to protect the Salinas Valley groundwater basin from seawater intrusion, have an approved Groundwater Sustainability Plan, and have implemented projects and actions to secure a long term sustainable water supply.
- We have enhanced our Public Relations efforts in community outreach.
- We have established key performance indicators and level of service targets.

Core Values

- **Customer Service:** We will demonstrate outstanding customer service and respect for customers and one another.
- **Integrity:** We will provide our services in an honest, ethical and responsible manner.
- **Teamwork:** We will work together to share and achieve resources for a common goal and collaborate with one another.
- **Innovation:** We will share ideas and apply them to the District in order to further satisfy the needs and expectations of the customers.
- **Transparency:** We listen to our customers and communicate openly about our policies, processes, and plans for the future.

Board of Directors

Thomas P. Moore, President

Jan Shriner, Vice President

Herbert Cortez, Director

Peter Le, Director

Matt Zefferman, Director

District Management

Keith Van Der Maaten, General Manager

Michael Wegley, District Engineer

Rose Gill, Human Resources/Risk Administrator

Derek Cray, Operations and Maintenance Manager

Kelly Cadiente, Director of Administrative Services

Patrick Breen, Water Resources Manager

Strategic Elements

Strategic Elements represent the vital areas of the District's operation and management. They assure that the implementation of work to be performed in support of the Mission and Vision are comprehensive in nature and properly cover the District in all areas. Strategic elements are derived from the foundational Mission and Vision statements of the District. They are linked to action and results through the Strategic Goals written in each area and the Strategic Action Plan. Within the five-year period covered by this Strategic Plan, these Elements assure that all aspects of District operations are well supported and moving forward in a way that reflects Board priorities and creates balanced implementation. The Strategic Action Plan that contains the supportive actions is presented along with each Strategic Goal within this Strategic Plan. Business Plans and Employee Goals are not a part of the Strategic Plan; these are developed on a one to

two-year timeframe with tasks and are handled within the management structure of the District. The Strategic Elements are as follows:

1.0 Water Sources

2.0 Infrastructure

3.0 Fiscal Planning

4.0 Strategic Partners and Public Affairs

5.0 Organizational Health/Personnel

6.0 Administrative Management

1.0 Water Sources

Our objective is to manage and protect our current water sources (recycled water, groundwater, and the groundwater basin) and find alternative water sources. We will secure and protect our developed potable and recycled water sources sufficiently to supply current and future customers. Our water sources strategy is to work with local land use jurisdictions to determine what their ultimate and interim projected demands will be and explore alternative water sources such as desalination, surface water treatment and expanded recycled water use, to find the most efficient, and to secure cost effective water source portfolio. The following is a summary of the 5-Year strategic goals for this strategic element:

- 1.1 Work with local land use jurisdictions to clearly establish and determine current and future water use.
- 1.2 Establish the difference between available groundwater and ultimate water demands.
- 1.3 Determine the growth rate or timeline of when additional water sources will be needed.
- 1.4 Establish a prioritized list of available alternative water sources.
- 1.5 Develop an alternative water sources work plan that will carry us from inception to development.
- 1.6 Establish goals and objectives that promote protecting our current groundwater sources from seawater intrusion and other forms of contamination.
- 1.7 Review and update our water conservation program.

2.0 Infrastructure

Our objective is to provide a high-quality water (potable water and recycled water) distribution systems and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards. The following is a summary of the 5-Year strategic goals for this strategic element:

- 2.1 Improvements and expansion plans for existing water (potable water and recycled water) delivery and wastewater collection systems.

- 2.2 Develop an office/corporation yard Facilities Master Plan.
- 2.3 Develop and implement an Asset Management Plan.
- 2.4 Continue the development of the District's Geographic Information System.
- 2.5 Continue the development of the District's Computer Maintenance Management System (CMMS).
- 2.6 Leak audit and detection.

3.0 Fiscal Planning

Our objective is to manage public funds to assure financial stability, prudent rate management and demonstrate responsible stewardship. Our fiscal strategy is to forecast, control and optimize income and expenditures in an open and transparent manner. We will efficiently use our financial resources to assure availability to fund current and future demands. The following is a summary of the 5-Year strategic goals for this strategic element:

- 3.1 Five-year Financial Plan and Rate Study.
- 3.2 Regular financial updates to policymakers and managers.
- 3.3 Best Accounting Practices.
- 3.4 Close and audit financial statements in a timely manner.
- 3.5 Obtain the Comprehensive Annual Financial Report (CAFR) Certificate of Achievement for Excellence in Financial Reporting Program annually from the Government Finance Officers Association.
- 3.6 Fiscal reserves management for the maintenance/replacement/expansion of the District's infrastructure.

4.0 Strategic Partners and Public Affairs

Our objective is to build our relationship with the [State, Federal, Regional, and Local](#) public and [local-non-profit](#) agencies. Our strategy in the areas of strategic partners and public affairs is to communicate in a positive way, including active listening and encouraging open discussions. The following is a summary of the 5-Year strategic goals for this strategic element:

- 4.1 Develop a Strategic Communications Plan and Communicate with the Public.
- 4.2 Develop a Strategic Communications Plan and Communicate with our Strategic Partners.
- 4.3 Adopt a plan for technology use in public affairs.
- 4.4 Establish clear standards for the construction process.

5.0 Organizational Health & Personnel

Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, employee tenure recognition, and provide opportunities for training, development, and professional growth while ensuring a safe and

secure workplace. The following is a summary of the 5-Year strategic goals for this strategic element:

- 5.1 Recruit and retain high-performing, engaged personnel.
- 5.2 Establish a workforce succession plan.
- 5.3 Develop a knowledge transfer program.
- 5.4 Conduct periodic compensation studies.
- 5.5 Establish and develop an employee professional development plan.
- 5.6 Revise and update our Employee Handbook
- 5.7 Revise employee performance evaluations

6.0 Administrative Management

Our objective is to create, maintain and implement policies and procedures to ensure sound management of the District. We will also maintain and use appropriate technology to maintain efficiency and redundancy. Our strategy will be to conduct periodic review, refinement and implementation of policies and procedures and ensure that staff has the direction and tools necessary for successful operations throughout the District. The following is a summary of the 5-Year strategic goals for this strategic element:

- 6.1 Annexation of the Ord community.
- 6.2 Routinely review policies and procedures.
- 6.3 Encourage Board development.
- 6.4 Conduct new Board member orientation program.
- 6.5 Digitize District records.
- 6.6 Achieve the CSDA District of Distinction award.
- 6.7 Incorporate appropriate technology into District's daily functions.
- 6.8 Update Strategic Plan Annually.

Strategic Action Plan by Objective

1.0 Water Sources

#	Strategic Objective/Elements	Specific Action(s) to Meet Objective	Status
1.1	Work with local land use jurisdictions to clearly establish and determine current and future water use.	"Post FORA" Service Agreements	In progress
		Water Use and Allocation Reports	In progress
		Routine meetings with MCWD and LUJ staff	Ongoing
1.2, 1.3, 1.4, 1.5, 1.6	(1.2) Establish the difference between available groundwater and ultimate water demands.(1.3) Determine the growth rate or timeline of when additional water sources will be needed. (1.4) Establish a prioritized list of available alternative water sources. (1.5) Develop an alternative water sources work plan that will carry us from conception to development. (1.6) Establish goals and objectives that promote protecting our current groundwater source from seawater intrusion and other forms of contamination.	180/400 Subbasin GS Plan	In progress
		Monterey Subbasin GS Plan	In progress
		Three Party MOU Project	In progress Cancelled
		Aerial Electromagnetic Survey (AEM) Projects	In progress Complete
		Resolution Agreement(s) on MCWD wastewater Rights	In progress
		Comprehensive Water Supply Investigations (outside of GS Plan)	In progress
		FY 2019-20 Water, Wastewater, and Recycled Water Master Plans	In progress
1.7	Review and update our water conservation program.	Water Conservation Commission (WCC) Improvements	In progress
		Establish Water Resources Division	Complete
		Water Conservation Programs and Funding Plan from the WCC	In progress
		Recommended Ordinances/Resolutions updates from WCC including updates to Hot Water Recirculation section	In progress

2.0 Infrastructure

#	Strategic Objective/Elements	Specific Action(s) to Meet Objective	Status
2.1, 2.1.1, 2.1.2	(2.1) Improvements and expansion plans for existing water delivery and wastewater collection systems. (2.1.1) Existing Infrastructure Plan. (2.1.2) Future Infrastructure Plan.	Annual Capital Improvement Program Plan (CIP)	Ongoing
		Backup Generator Project Plan (Emergency)	In progress
		Regional Urban Water Augmentation Project (RUWAP) Plans	In progress
		Seaside/MCWD Storage Agreement	In progress
		CSUMB Service Agreement	In progress
		CSUMB Easements	Complete
		FY 2019-20 Water, Wastewater, and Recycled Water Master Plans	In progress
		Develop a plan for expanded use of new Technology to improve efficiency	
2.2	Develop an office/corporation yard facilities master plan.	Office Space Plan	Not Started In Progress
		Facilities Master Plan which will include a Plan on reducing Carbon Emission	Not Started
2.3	Develop and implement an asset management plan.	Maintenance Management Plan	Ongoing
		Computerized Maintenance Management System (CMMS)/Accounting Asset List Update	Not Started
		Asset Mgmt. Plan Implementation (operations)	Ongoing
		Asset Mgmt. Plan Implementation (engineering)	Ongoing
2.4	Continue the development of District's geographic information system	GIS database and integration enhancement Plan	Not Started
2.5	Continue the development of the CMMS System.	CMMS enhancement Plan	Not Started
		Add Engineering and Development Projects to the CMMS	Not Started

2.6	Leak audit and detection.	Annual Leak Detection Audits	Ongoing
		Water Conservation Commission Plan for Water-Loss reduction solutions	Not Started

3.0 Fiscal Planning

#	Strategic Objective/Elements	Specific Action(s) to Meet Objective	Status
3.1	Five-year financial plan and rate study.	Rate Study	Complete
		Master Plan Capacity Fees	In progress
3.2	Regular financial updates to policymakers and managers.	Quarterly Financial Reports to the Board	Ongoing
		Comprehensive Capacity Fee Report	Not Started <u>In Progress</u>
		"Non-Developer Paid" Capacity fee Report (Parker Flats, etc.)	In progress
3.3	Best accounting practices.	Procurement Policy	Complete
		Investment Policy	Complete
		Debt Policy	Complete
		Reserve Policy	Complete
3.4	Close and audit financial statements in a timely manner.	Annual Audit	Ongoing
3.5	Obtain the Certificate of Achievement in Financial Reporting annually from the Government Finance Officers Association.	Comprehensive Annual Financial Report (CAFR) Certificate of Achievement for Excellence in Financial Reporting Program Award	Ongoing
3.6	Fiscal reserves management for the maintenance/ replacement/ expansion of the District's infrastructure.	State Revolving Funds (SRF) Financing (grants and loans) for RUWAP	In progress
		Department of Water Resources Grant Funds for Groundwater Sustainability Agency	In progress
		Water Infrastructure Improvements for the Nation (WIIN) Grant Funds	In progress

		State Water Resources Control Board (SWRCB) Injection Project (recycled water) Grant Funds	In progress
		Armstrong Ranch Utilization Plan	Not Started
		Obtain Bond financing for CIP needs	In progress <u>Complete</u>

4.0 Strategic Partners and Public Affairs

#	Strategic Objective/Elements	Specific Action(s) to Meet Objective	Status
4.1, 4.2	(4.1) Develop a Strategic Communications Plan focused on community outreach (4.2) Develop a Strategic Communications Plan and Communicate with our strategic partners.	Establish Public Outreach Position (or hire firm)	In Progress <u>Deferred</u>
		Monterey Peninsula Water Supply Project (MPWSP) Outreach (PWM Expansion Outreach); <u>Outreach to promote Regional Solutions to Water Supply issues</u>	In Progress
		Strategic Communications Plan and outreach Update	Not Started
		<u>Provide an Annual Year in Review Report</u>	
4.2b	Adopt a plan for technology use in public affairs.	Technology Use Plan Update	Not Started
		Social Media Policy	In Progress
4.3	Establish clear standards for the construction process.	Procedures, Guidelines, and Design Requirements Document Update	Not Started

5.0 Organization

#	Strategic Objective/Elements	Specific Action(s) to Meet Objective	Status
5.1	Recruit and retain a high performing, engaged workforce.	Hire for Openings as needed	Ongoing
		Employee Contracts	Complete
		Quarterly All Hands Meetings	Ongoing
		Leadership Training Program	In Progress
		Wellness Program	Ongoing
		Employee Newsletters	Ongoing
		Cyber Security Training	Ongoing
		Building Security	Complete
		Internship Program	Ongoing
5.2	Establish a workforce succession plan.	Work Force Succession Plan	In Progress
5.3	Develop a knowledge transfer program.	Cross Training/Shadow Program Plan	Ongoing
5.4	Conduct periodic compensation studies.	Compensation Study	Complete
5.5	Revise and update Employee Handbook	Employee Handbook	Complete <u>Ongoing</u>
5.6	Establish and develop an employee professional development plan.	Professional Development Plans	In Progress
5.7	Revise employee performance evaluations	Updated Employee Evaluation Forms	In Progress <u>Complete</u>

6.0 Administration

#	Strategic Objective/Elements	Specific Action(s) to Meet Objective	Status
6.1	Annexation of the Ord community.	LAFCO approved Annexation <u>for existing service areas.</u>	Complete
		<u>Annexation of new development(s) as needed (in a timely manner)</u>	
		Complete FORA transition <u>including Service Agreements (as necessary) and Receiving Payments due to MCWD under the RUWAP Reimbursement Agreement</u>	In Progress
		Seaside County Sanitation District/South Boundary Road Resolution Proposal	In Progress
		Annexation Outreach	In Progress <u>Deferred</u>
6.2	Routinely review policies and procedures	Develop Comprehensive Policy List	Not Started
		Ordinance and Resolution Process Recommendation	Not Started
6.3	Encourage Board development.	Board Development Plan	Not Started
		<u>Comprehensive Update to the Board Procedures Manual</u>	<u>In Progress</u>
6.4	Conduct new Board member orientation program.	New Board Member Orientation Packet	Ongoing
6.5	Digitize district records.	Document Retention Policy	In Progress
		Laserfiche Scanning Project	In Progress
6.6	Achieve the District of Transparency	Plan to Achieve District of Transparency	Not Started
6.7	Incorporate appropriate technology into the District's daily functions.	Hire IT Administrator to incorporate appropriate technology	Complete
6.8	Update strategic plan annually.	Strategic Plan Update	Ongoing

APPENDIX

Description of Plan Elements

A Strategic Plan is a top-level planning document for an organization to set clear direction over all operational aspects of its mission. It serves as a framework for decision making over a five-year period. It is a disciplined effort to produce fundamental decisions that shape what a District plans to accomplish by selecting a rational and balanced course of action. The District's Mission, Core Values, Vision, and the overall structure of this Strategic Plan were developed by the Board in workshop settings. Within the framework of that structure and the business environment, strategies and goals were developed to sustain and improve the District over the next five years. At its highest level, this Strategic Plan seeks to strengthen and build upon opportunities while addressing areas of concern all aimed toward forecasting an optimized future condition.

This plan also identifies actions, activities, and planning efforts that are currently underway which are needed for continued success in operations and management of the District, and provides for periodic reviews and updates.

Strategic Planning Definitions

Mission Statement: A declaration of the District's purpose, which succinctly describes why the District exists. All activities of the District should be in support of the Mission Statement. The District's Mission statement also reflects the values to which the District Board is dedicated. The Board of Directors adopts the Mission Statement. The Mission Statement is reviewed annually but is intended to be constant over the long term.

Vision Statement: A statement that articulates where the District wants to be over the life of the Strategic Plan. It outlines at the highest level the key changes that must be achieved by the Strategic Plan. The Vision creates and drives strategy and tactics identified elsewhere in the Strategic Plan. The Board of Directors adopts the Vision Statement. The Vision Statement will be reviewed annually and will typically change more frequently than the Mission Statement to reflect the direction the Board wants to take the District over the five-year time horizon of the Strategic Plan.

Core Values: These are the values to which the Board of Directors is fiercely dedicated. They are anchored in community values and are used by the Directors as decision filters for the myriad of decisions in the future.

Strategic Elements: The broad and primary areas of District operations, planning, and management that are addressed and supported by the Strategic Plan goals. These essentially serve as the outline and organization of the Strategic Plan. The Board of Directors reviews and endorses the Strategic Elements. The Strategic Elements are reviewed annually but are intended, absent major new issues facing the District, to be relatively constant over the life of the five-year Strategic Plan.

Objective/Strategy statement: A concise statement associated with each Strategic Element that describes what the Objective for that Element is and how it will be achieved.

Strategic Goals: The goal statement is supported by a narrative that more fully explains the nature of the goal and the issues that the goal intends to address. The Strategic

Goals are prepared by District staff and accepted by the Board. The Strategic Goals may change from year-to-year when the annual assessment is made of the progress on each Strategic Element. The Strategic goals define the line between policy (Board responsibility) and implementation (staff responsibility) and as such are a collaborative effort of both the Board and staff.

Glossary of Acronyms

ACWA	Association of California Water Agencies
AWWA	American Water Works Association
BHI	BHI Management Consulting
BMPs	Best Management Practices
CAFR	Comprehensive Annual Financial Report
CDPH	California Department of Public Health
CII	Commercial, Industrial and Institutional
CIP	Capital Improvement Plan
CPA	Certified Public Accountant
CUWCC	California Urban Water Conservation Council
DMM	Demand Management Measures
FY	Fiscal Year
HCF	Hundreds of Cubic Feet
HECW	High Efficiency Clothes Washer
GPS	Global Positioning System
GSP	Groundwater Sustainability Plan
LS	Lift Station
GSA	Groundwater Sustainability Agency
MGD	Millions of Gallons per Day
MOW	Monterey One Water, previously Monterey Regional Water Pollution Control Agency
NIMS	National Incident Management System
OES	Office of Emergency Services
RWQCB	Regional Water Quality Control Board
SGMA	Sustainability Groundwater Management Act
SRF	State Revolving Fund
SCADA	Supervisory Control and Data Acquisition
SEMS	Standardized Emergency Management System
SWRCB	State Water Resources Control Board
WDRs	Waste Discharge Requirements
WIIN	Water Infrastructure Improvements for the Nation
WWTP	Wastewater Treatment Plant

Original Strategic Plan Development

In FY 2013, the District retained the services of BHI Management Consulting (BHI) to facilitate and coordinate the development of the District's five-year Strategic Plan. BHI first gathered input from the Public, through a public workshop, District Board members,

staff and employees in a number of meetings to allow direct and “ground level” input to the Board during deliberations in a number of planning workshops. At each meeting the District Mission and 5-year Vision were discussed.

The Board supported this process as a way to allow all to participate in the foundation of the Strategic Plan. A Board strategic planning public workshop was conducted in April 2013. With the Board at this workshop, senior District staff also attended. The Board reviewed all inputs prior to working on Mission, Vision, and Core Values for the District and strategic elements for the strategic plan. The Board developed a new Mission statement of the District and created a new Vision statement for the District. The Board also identified the six strategic elements around and within which to organize implementation actions that will support the Mission and assure success of the Vision. Core Values then must be well understood and respected in the plan for implementing the Vision.

Following the Board workshop, key members of District staff, worked with BHI to develop the Strategic Element objective and strategy statements and Strategic Goals, Actions and Tactics that support each element to make the Board’s Vision reality within the 5-year timeframe. Using this process, this Strategic Plan was assembled in a way that provides assurance of success for the Board’s Vision and Strategy for the District over the next five years. This Plan was then vetted with the Board in another workshop to assure that the implementation proposed by BHI and staff would indeed meet with their understanding and acceptance regarding the Vision success.

Strategic Plan Maintenance

A key part of the Strategic Planning process is to conduct an annual review to update the Plan. These reviews allow for regular maintenance of the Plan so it reflects the actual progress and conditional needs of the District. The reviews will be documented and followed up with either a Plan supplement or an updated Plan. A five-year planning horizon will be maintained with each review effort developing a new fifth year of actions, projects, and initiatives.