



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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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**

Monday, July 20, 2020, 6:30 p.m. PST

Due to Governor Newsom's Executive Order N-29-20 and recommendations on protocols to contain the spread of COVID-19, staff and Board members will be attending the July 20, 2020 meeting remotely from various locations and the meeting will be held via Zoom conference. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception.

There may be limited opportunity to provide verbal comments during the meeting. Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, July 20, 2020; such comments will be distributed to the MCWD Board before the meeting.

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

<https://us02web.zoom.us/j/81624101432?pwd=RTQveS8yOUY1OVpGTERHQjI4NktlUT09>

Password: mcwd0720

To participate via phone, please call: 1-669-900-9128; Meeting ID: 816 2410 1432 Password: 99335998

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*

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road and 2840 4th Avenue, Marina. 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): City of Marina Council Chambers. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Wednesday, July 15, 2020. 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.

4. Closed Session

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) 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)
- 2) 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)
- 3) Appeal No. A-3-MRA-19-0034 by California-American Water Company to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project
- 4) City of Marina vs. RMC Lonestar [CEMEX], California-America Water Company, Marina Coast WD, et al Defendants, Monterey County Superior Court Case No. 20CV001387 (Complaint for Breach of Contract, Declaratory Relief under the Agency Act, and Tortious Interference with Existing Contract)
- 5) 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.)

B. Pursuant to Government Code 54956.8

Conference with Real Property Negotiator

Property: Armstrong Ranch Property

Negotiating Parties: Sunberry Growers, LLC. and MCWD Negotiators (Legal Counsel and General Manager)

Under Negotiation: Price and Terms

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. 2020-41 Congratulating and Recognizing Joe Correa on his Retirement as the Electrical/Mechanical Field Supervisor with Nearly 28 Years of Service to MCWD](#)
(Page 1)

B. [Receive a Presentation from Monterey One Water on Their Proposed Prop. 218 Rate Increase](#)
(Page 5)

9. [Consent Calendar](#)

A. [Receive and File the Check Register for the Month of June 2020](#)
(Page 7)

B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 15, 2020](#)
(Page 15)

C. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of June 30, 2020](#)
(Page 26)

D. [Consider Adoption of Resolution No. 2020-42 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2020-2021 in the Amount of \\$222,024](#)
(Page 30)

E. [Consider Adoption of Resolution No. 2020-43 to Authorize the General Manager to Sign a Memorandum of Understanding between Marina Coast Water District and the Monterey Peninsula Unified School District Regarding the Water Conservation Education Program](#)
(Page 35)

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. [Receive a Presentation of the Water, Wastewater and Recycled Water Capacity Fee Study; and, Consider Adoption of Resolution No. 2020-44 to Approve the District's Capacity Fee Study](#)

Action: The Board of Directors will consider receiving a presentation of the Water, Wastewater and Recycled Water Capacity Fee Study; and consider adoption of Resolution No. 2020-44 to approve the District's Capacity Fee Study.

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B. [Consider Approval of Public Notice and Set Date, Time and Location for a Public Hearing for Proposed Changes in Capacity Fees for Marina and Ord Community Service Areas](#)

Action: The Board of Directors will consider approving a Public Notice and set date, time and location for a Public Hearing for proposed changes in capacity fees for Marina and Ord Community service areas.

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C. [Consider First Reading of Ordinance No. 61 to Adopt New District Capacity Charges for Marina Water and Wastewater for the Central Marina and Ord Community Service Areas](#)

Action: The Board of Directors will consider the first reading of Ordinance No. 61 to adopt new District capacity charges for Marina water and wastewater for the Central Marina and Ord Community Service Areas.

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D. [Consider Adoption of Resolution No. 2020-45 to Approve the First Amendment to the Loan Agreement with BBVA Mortgage Corporation for Interim Financing of the Regional Urban Water Augmentation Recycled Water Pipeline and Distribution System](#)

Action: The Board of Directors will consider approving the First Amendment to the Loan Agreement with BBVA Mortgage Corporation for interim financing of the Regional Urban Water Augmentation Recycled Water Pipeline and Distribution System.

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E. [Consider Adoption of Resolution No. 2020-46 Approving Change Order #2 to the Construction Contract with Monterey Peninsula Engineering for the Regional Urban Water Augmentation Project Recycled Water Distribution Pipelines Project](#)

Action: The Board of Directors will consider approving Change Order #2 to the construction contract with Monterey Peninsula Engineering for the Regional Urban Water Augmentation Project Recycled Water Distribution Pipelines Project.

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F. [Consider Adoption of Resolution No. 2020-40 to Approve the District's Five-Year Capital Improvement Program Budget](#)

Action: The Board of Directors will consider approving the District's five-year Capital Improvement Program budget for the Central Marina and Ord Community service areas.

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G. Consider Adoption of Resolution No. 2020-47 for the Purchase of a New Vactor Ramjet Hydro-cleaner from Owens Equipment for the Operations and Maintenance Department

Action: The Board of Directors will consider approving the purchase of a Ramjet Hydro Cleaner.
(Page 135)

11. Staff Reports

- A. Receive a Update on the Fiscal Impacts to the District due to Covid-19
(Page 155)
- B. Receive Information on the District's Water Quality Testing
(Page 161)
- C. Receive a Report on Current Capital Improvement Projects
(Page 163)
- D. Receive the Developer Account Update through March 31, 2020
(Page 166)
- E. Receive the 2nd Quarter 2020 MCWD Water Consumption Report
(Page 169)
- F. Receive the 2020 Sewer Flow Report through June 30, 2020
(Page 175)
- G. Receive a Report on 2020 Pure Water Monterey and MCWD Recycled Water Flows through June 30, 2020
(Page 177)
- H. Receive a Report on 2020 Potable Water Production through June 30, 2020
(Page 179)

12. 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. JPIA Liaison
 - 10. Special Districts Association

13. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, August 17, 2020, 6:30 p.m.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: July 20, 2019

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-41 Congratulating and Recognizing Joe Correa on his Retirement as the Electrical/Mechanical Field Supervisor with Nearly 28 Years of Service to MCWD

Staff Recommendation: Staff recommends the Board of Directors adopt Resolution No. 2020-41 in recognition of Joe Correa's retirement as the Electrical/Mechanical Field Supervisor with nearly 28 years of service with MCWD.

Background: *Strategic Plan, Strategic Element 5.0 – 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, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

Discussion/Analysis: Joe Correa started with the District on May 9, 1992 as a System Operator I. Through Joe's hard work and determination, he worked his way through the ranks of System Operator II, and III, all the way to the Operations and Maintenance Supervisor in 2013, where he held that position for six years.

When the District commissioned the desalinization plant, Joe took on the sole responsibility of running the plant. Joe was extremely efficient and a self-learner making him the logical choice to be the Operator in Charge of the treatment plant. Over the course of the life of the plant, Joe had to overcome numerous obstacles to keep the plant running and maintain compliance. Joe was the only operator that ever ran the desal all the way up until the plant was taken offline.

During his time as the Operations and Maintenance Supervisor, Joe ensured the District always provided high quality services to its customers. He was instrumental in several pump station repairs and was always the go-to person when a pump or motor broke down. In 2019, Joe took on the position of the newly created Electrical/Mechanical Field Supervisor. Being in this position gave him the opportunity to completely focus on what he loved doing the most, working with pumps, motor, and motor control centers. During this time Joe lead the following Operations and Maintenance in-house projects: Booker Lift Station conversion to submersible pump station, Neeson Lift Station rehab, Airport Lift Station MCC install, Crescent Lift Station rehab, F Booster Station rehab, and Marina Booster Station MCC re-wire. Those projects were a short list of just some of the accomplishments Joe had under his role as the Electrical/Mechanical Field Supervisor for the District.

At the time of Joe's retirement, he had the following certifications:

- Grade 3 Wastewater Collections through the California Water Environmental Association (CWEA)
- D4 Water Distribution Operator through the California Waterboards
- T3 Water Treatment Plant Operator through the California Waterboards

Joe truly had a passion and dedication to this District and the Operations and Maintenance Department. During his time here, he truly made a tremendous impact on this District, and while he will be deeply missed, we congratulate him on his retirement, and wish him great happiness in the next chapter of his life.

Environmental Review Compliance: None.

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

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2020-41.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 20, 2020

Resolution No. 2020 - 41
Resolution of the Board of Directors
Marina Coast Water District
Congratulating and Recognizing Joe Correa on his Retirement as the
Electrical/Mechanical Field Supervisor with nearly 28 Years of Service to MCWD

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on July 20, 2020 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Joe Correa started with the District as a System Operator I on May 9, 1992; and,

WHEREAS, during Joe’s time as a System Operator he had the sole responsibility of running the District’s desalinization plant from commissioning until the plant was taken offline; and,

WHEREAS, through Joe’s hard work and dedication he worked his way up through the ranks of the Operations and Maintenance Department to the Operation and Maintenance Supervisor in 2013; and,

WHEREAS, Joe was always the go to person when anything mechanical or electrical needed to be worked on and would respond all hours of the day, at a moment’s notice; and,

WHEREAS, In 2019 Joe became the District’s Electrical/Mechanical Field Supervisor; and,

WHEREAS, during Joe’s time as the Electrical/Mechanical Field Supervisor, Joe lead numerous critical in house lift station rehabilitation, motor control center rebuilds and replacements, and the install of several water pump station motors; and,

WHEREAS, Joe held a Collections Grade 3, Water Distribution Operator Grade 4, and a Water Treatment Operator Grade 3; and,

WHEREAS, Joe truly had a passion for this District and through his hard work and commitment has made an everlasting impression on this District; and,

WHEREAS, Joe decided to sunset from the District on May 5, 2020, to forgo the early morning wake up calls, and instead spend more time working on his hot rod and watching his favorite NFL team, the Seattle Seahawks.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby congratulate Joe Correa on his retirement from the District after nearly 28 years of service, and presents him with a plaque and wishes him the best in his future endeavors.

PASSED AND ADOPTED on July 20, 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. 2020-41 adopted July 20, 2020.

Keith Van Der Maaten, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-B

Meeting Date: July 20, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Receive a Presentation from Monterey One Water on Their Proposed Prop. 218
Rate Increase

Staff Recommendation: The Board of Directors receive a presentation from Monterey One Water (M1W).

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: At the June 29, 2020 Board of Directors meeting, the M1W Board authorized staff to proceed with a one-year Prop 218 rate increase of \$3.50 per month. M1W staff will give a presentation and answer questions.

Environmental Review Compliance: None required.

Other Considerations: None.

Material Included for Information/Consideration: None.

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

Meeting Date: July 20, 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 June 2020
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 15, 2020
- C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of June 30, 2020
- D) Consider Adoption of Resolution No. 2020-42 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2020-2021 in the Amount of \$222,024
- E) Consider Adoption of Resolution No. 2020-43 to Authorize the General Manager to Sign a Memorandum of Understanding between Marina Coast Water District and the Monterey Peninsula Unified School District Regarding the Water Conservation Education Program

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 June 2020; draft minutes of June 15, 2020; draft minutes of June 30, 2020; Resolution No. 2020-42; CalPERS Invoice No. 100000016093478 dated July 1, 2020; Resolution No. 2020-43; and, MOU between MCWD and Monterey Peninsula Unified School District.

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: July 20, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

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

Staff Recommendation: The Board of Directors receive and file the June 2020 expenditures totaling \$1,564,601.67.

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 June 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: June 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 _____

JUNE 2020 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
06/04/2020	Wire	Friedman & Springwater LLP	75,580.00
06/04/2020	69212 - 69286	Check Register	349,081.87
06/17/2020	69287 - 69334	Check Register	238,772.88
06/30/2020	69335 - 69388	Check Register	516,726.11
06/12/2020	ACH	State of California - EDD	8,789.50
06/12/2020	ACH	MassMutual Retirement Services, LLC	10,102.01
06/12/2020	ACH	Internal Revenue Service	42,050.65
06/12/2020	ACH	CalPERS	23,882.52
06/12/2020	500783 - 500785	Payroll Checks and Direct Deposit	101,213.04
06/12/2020	500786 - 500787	Check Register	1,482.27
06/16/2020	500788 - 500803	Check Register	10,615.18
06/26/2020	ACH	MassMutual Retirement Services, LLC	9,993.89
06/26/2020	ACH	Internal Revenue Service	42,518.93
06/26/2020	ACH	State of California - EDD	8,447.32
06/26/2020	ACH	CalPERS	22,992.24
06/26/2020	500804 - 500806	Payroll Checks and Direct Deposit	96,670.15
06/26/2020	500807	Check Register	616.27
06/30/2020	500808 - 500814	Check Register	5,066.84
TOTAL DISBURSEMENTS			<u>1,564,601.67</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
Wire	05/06/2020	06/04/2020	Friedman & Springwater LLP	Legal Fees - MCWD v CPUC, RPD Superior Court Damages Cases 04/2020	75,580.00
69212	05/13/2020	06/04/2020	Carlons Fire Extinguisher	Annual Fire Extinguisher Inspections, First Aid Supplies	1,893.94
69213	05/13/2020	06/04/2020	Monterey Peninsula Unified School District	Water Conservation Education 04/2020	1,811.08
69214	05/27/2020	06/04/2020	Insight Planners	Web Development/ Maintenance and Hosting 05/2020	1,284.00
69215	05/11/2020	06/04/2020	Monterey County EHB	(8) Haz Mat Facility Permits	5,560.00
69216	05/11/2020	06/04/2020	Monterey County EHB	(9) Haz Mat Facility Permits	7,432.00
69217	05/11/2020	06/04/2020	Monterey County EHB	(8) Haz Mat Facility Permits	5,560.00
69218	05/05/2020	06/04/2020	Denise Duffy & Associates, Inc.	Water Distribution Laterals Construction Compliance, Post-Construction Biological and Non-Biological Monitoring - RUWAP	6,654.75
69219	05/27/2020	06/04/2020	PG&E	Gas and Electric Service 04/2020	60,879.83
69220	05/13/2020	06/04/2020	Grainger	General Supplies	445.84
69221	05/07/2020	06/04/2020	Valley Saw and Garden Equipment	General Supplies	54.52
69222	05/21/2020	06/04/2020	Conservation Rebate Program	117 Lakewood Dr - Toilet Rebate	75.00
69223	05/19/2020	06/04/2020	Monterey Bay Analytical Services	Laboratory Testing	780.00
69224	05/13/2020	06/04/2020	Monterey One Water	FY 2019/ 2020 Grease Disposal Education Program	1,907.72
69225	05/21/2020	06/04/2020	Conservation Rebate Program	235 Beach Rd - Toilet Rebate	100.00
69226	05/21/2020	06/04/2020	Conservation Rebate Program	316 Quebrada Del Mar - (2) Toilet Rebates	150.00
69227	05/18/2020	06/04/2020	Verizon Wireless	Cell Phone Service 05/2020	1,487.59
69228	05/06/2020	06/04/2020	Harris & Associates	Construction Support/ Inspection Services - InterGarrison Road, Developers (CSUMB Student Union, East Garrison, Lower Stilwell, Wathen-Castanos Homes)	22,486.00
69229	06/03/2020	06/04/2020	Conservation Rebate Program	117 Redondo Ct - Toilet Rebate	75.00
69230	05/21/2020	06/04/2020	Core & Main LP	(250) 3/4" 3G-DS Registers	41,651.57
69231	05/21/2020	06/04/2020	Conservation Rebate Program	5100 Coe Ave #75 - Toilet Rebate	50.00
69232	05/21/2020	06/04/2020	NEC Financial Services, Inc.	Phone Equipment Lease 05/2020	335.76
69233	05/21/2020	06/04/2020	Conservation Rebate Program	228 Hillcrest Ave #4 - Toilet Rebate	50.00
69234	05/28/2020	06/04/2020	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	97.55
69235	05/21/2020	06/04/2020	AM Conservation Group, Inc.	(1,500) 1.0 GPM Aerators, (600) Hose Nozzles	2,818.66
69236	05/20/2020	06/04/2020	Don Chapin Co., Inc	Generator Pads Construction Payments #6 and #7	25,549.50
69237	04/30/2020	06/04/2020	Kimley-Horn and Associates, Inc.	Professional Services - Imjin Pkwy Pipeline	9,719.71
69238	05/12/2020	06/04/2020	Univar Solutions USA, Inc.	(1,400) gals Chlorine - Wells 10, 11 and Intermediate Reservoir	2,812.99
69239	04/30/2020	06/04/2020	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
69240	06/03/2020	06/04/2020	Conservation Rebate Program	481 Lewis Pl - Landscape Rebate	478.00
69241	05/27/2020	06/04/2020	First Choice Services	Coffee Supplies	179.22
69242	05/19/2020	06/04/2020	Sherwin-Williams Co.	Paint - Water Piping	125.64
69243	05/27/2020	06/04/2020	Xpressmyself.com LLC	Diesel Safety Stickers - Generators	297.71
69244	05/21/2020	06/04/2020	Conservation Rebate Program	3261 Marina Dr - Landscape Rebate	654.75
69245	05/21/2020	06/04/2020	Conservation Rebate Program	3105 Arnold Ct - Washer Rebate	100.00
69246	05/21/2020	06/04/2020	Conservation Rebate Program	4500 Peninsula Point Dr - Washer Rebate	150.00
69247	05/21/2020	06/04/2020	Conservation Rebate Program	347 Carmel Ave #14 - (2) Toilet Rebates	150.00
69248	05/21/2020	06/04/2020	Conservation Rebate Program	4630 Peninsula Point Dr - Toilet Rebate	100.00
69249	05/21/2020	06/04/2020	Conservation Rebate Program	3201 Vista Del Camino - Toilet Rebate	75.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69250	05/21/2020	06/04/2020	Conservation Rebate Program	4780 Sea Ridge Ct - Toilet Rebate	50.00
69251	05/21/2020	06/04/2020	Conservation Rebate Program	3092 Zanetta Dr - (2) Toilet Rebates	150.00
69252	06/03/2020	06/04/2020	Conservation Rebate Program	3133 Shoemaker Pl - (2) Toilet Rebates	150.00
69253	06/03/2020	06/04/2020	Conservation Rebate Program	3244 Estrella Del Mar Way - (2) Toilet Rebates	150.00
69254	06/03/2020	06/04/2020	Conservation Rebate Program	144 Aaron Way - Landscape Rebate	150.00
69255	05/06/2020	06/04/2020	U.S. Bank Corporate Payment Systems	Advertisement - Accountant, Cloud Hosted Server - CityWorks/ ESRI, Premiere Global Service, Zoom Pro/ Webinar Service 04/29 - 05/28, Zoom Pro/ Webinar Service 04/07/20 - 04/06/21, SCADA Internet	2,055.52
69256	05/21/2020	06/04/2020	Las Animas Concrete, LLC	Concrete - Ord Village LS	274.04
69257	05/20/2020	06/04/2020	Marina Tire & Auto Repair	Auto Maintenance Services/ Spark Plugs, Fuel Pressure Sensor	1,103.41
69258	05/08/2020	06/04/2020	Richards, Watson & Gershon	Legal Fees - Opp to Cal Am Asserted Water Rights to CEMEX Prop, Regional Project Litigation 04/2020	4,240.00
69259	05/14/2020	06/04/2020	Remy Moose Manley, LLP	Legal Fees - CPUC, Desalination Plan/ MPWSP, RAMCO Well 04/2020	91,848.63
69260	06/01/2020	06/04/2020	Monterey Bay Technologies, Inc.	IT Support Services 06/2020	3,950.00
69261	05/29/2020	06/04/2020	ICONIX Waterworks (US), Inc.	General Supplies	1,415.97
69262	05/05/2020	06/04/2020	Griffith, Masuda & Hobbs	Legal Fees - Armstrong Ranch, Bay View Mobile Home Park, CSUMB, FORA, GSA, Developers (East Garrison, Joby Aviation, Marina DVSP WSA), General Matters 04/2020	31,205.50
69263	05/21/2020	06/04/2020	Access Monterey Peninsula, Inc.	Filming and Production 05/2020	460.00
69264	06/03/2020	06/04/2020	Conservation Rebate Program	407 Reindollar Ave - Washer Rebate	100.00
69265	04/30/2020	06/04/2020	Iron Mountain, Inc.	Shredding Service 04/2020	199.39
69266	06/01/2020	06/04/2020	Pure Janitorial, LLC	BLM Janitorial Services 05/2020	1,850.00
69267	06/03/2020	06/04/2020	Conservation Rebate Program	LV44 LP - (40) Toilet Rebates	3,440.40
69268	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 313 Mulheim Rd	35.00
69269	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 316 Aachen Rd	122.17
69270	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 484 Palisade Dr	98.53
69271	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 3123 Messinger Dr	1,249.51
69272	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 13722 Sherman Blvd	30.71
69273	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 471 Albert Way	23.55
69274	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 14434 Lee Ave	35.00
69275	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 179 Okinawa Rd	35.00
69276	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 4480 Peninsula Point Dr	35.00
69277	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 4890 Peninsula Point Dr	85.72
69278	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 466 Crivello Rd	72.29
69279	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 16330 East Garrison Dr	35.00
69280	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 3009 Boardwalk Ave	69.12
69281	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 3089 Crescent Ave	34.98
69282	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 3121 Messinger Dr	122.78
69283	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 305 Kalborn Rd	35.00
69284	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 466 Crivello Rd	2.38
69285	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 237 9th St	27.93

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69286	05/21/2020	06/04/2020	Customer Service Refund	Refund Check - 2965 Bluffs Dr	35.00
69287	05/31/2020	06/17/2020	Ace Hardware	General Supplies	1,096.43
69288	06/08/2020	06/17/2020	PG&E	Gas and Electric Service 05/2020	75,980.49
69289	05/21/2020	06/17/2020	Grainger	(15) Oil Drip Needle Valves - Wells, (29) BRP/ SDS Holders	1,561.18
69290	06/02/2020	06/17/2020	Area Communications	Answering Service 05/06 - 06/02	160.12
69291	04/30/2020	06/17/2020	Schaaf & Wheeler	Design Phase - A1/A2 Tanks B/C BPS, System Map CAD Updates, Developers (CSUMB Student Union, Joby Aviation, Lower Stilwell, Marina Airport WSA, Marina DVSP WSA), General Services	37,518.65
69292	05/31/2020	06/17/2020	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
69293	06/02/2020	06/17/2020	Monterey Bay Analytical Services	Laboratory Testing	600.00
69294	05/31/2020	06/17/2020	Monterey One Water	BLM Sewer Treatment Charge 05/2020 - 06/2020	132.50
69295	06/05/2020	06/17/2020	Staples Credit Plan	Office Supplies	947.02
69296	04/15/2020	06/17/2020	Industrial Machine Shop	Oil Reservoir - Watkins Gate Well	1,638.75
69297	06/03/2020	06/17/2020	Orkin Franchise 925	BLM Pest Control 06/2020	191.00
69298	06/06/2020	06/17/2020	Johnson Controls Security Solutions LLC	IOP Security 07/2020 - 06/2021	691.44
69299	05/27/2020	06/17/2020	Cypress Coast Ford	Oil Change - Vehicle #1701	77.51
69300	06/01/2020	06/17/2020	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance 06/2020	3,144.97
69301	05/20/2020	06/17/2020	HD Supply Facilities Maintenance LTD	Chlorine F&T Colorimeter, General Supplies	1,732.30
69302	05/29/2020	06/17/2020	DataProse, LLC	WaterWise Gardening Bill Buckslip	789.13
69303	06/01/2020	06/17/2020	American Messaging Services, LLC	Pager Service - O&M	58.25
69304	06/01/2020	06/17/2020	SwiftComply US OpCo, Inc.	XC2 Annual Tech Support 07/2020 - 06/2021	1,812.00
69305	06/01/2020	06/17/2020	Fastenal Industrial & Construction Supplies	General Supplies	458.04
69306	05/30/2020	06/17/2020	Mobile Modular Management Corp.	Modular Office - Water Resources 06/2020	743.69
69307	05/28/2020	06/17/2020	Whitson Engineers	Design Engineering - S Boundary Rd Pipeline	2,250.00
69308	04/29/2020	06/17/2020	Calcon Systems, Inc.	Service Calls - Airport LS/ Booker LS	580.00
69309	05/31/2020	06/17/2020	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
69310	06/03/2020	06/17/2020	Central Welding and Fabrication LLC	Oil Reservoir - Watkins Gate Well, Pipe Coupling Repair - Well 11	1,623.63
69311	03/24/2020	06/17/2020	Brough Construction, Inc.	18" Potable Pipeline to Replace 12" Main - InterGarrison	32,572.47
69312	05/22/2020	06/17/2020	Griswold Industries	Rebuild PRV - Coe Avenue	3,633.13
69313	06/16/2020	06/17/2020	Conservation Rebate Program	3093 Bayer St - Toilet Rebate	75.00
69314	06/16/2020	06/17/2020	Conservation Rebate Program	460 Reindollar Ave - Toilet Rebate	50.00
69315	06/15/2020	06/17/2020	Conservation Rebate Program	3061 Sunrise Cir - Washer Rebate	150.00
69316	06/05/2020	06/17/2020	esri - Environmental Systems Research Institute	ArcEditor/ ArcGIS Software 07/2020 - 06/2021	7,700.00
69317	05/24/2020	06/17/2020	Voyager Fleet Systems, Inc.	Fleet Gasoline	2,865.82
69318	06/09/2020	06/17/2020	Green Rubber-Kennedy AG, LP	Ball Valves, Fittings, General Supplies	3,118.93
69319	05/23/2020	06/17/2020	Graniterock Company	General Supplies	152.94
69320	06/08/2020	06/17/2020	U.S. Bank Corporate Payment Systems	Advertisement - Accountant, Cloud Hosted Server - CityWorks/ ESRI, Premiere Global Service, SHRM Professional Membership, Zoom Pro/ Webinar Service 05/29 - 06/28, SCADA Internet, General Supplies	4,930.59
69321	05/18/2020	06/17/2020	Edges Electrical Group, LLC	General Supplies	161.93
69322	06/11/2020	06/17/2020	Conservation Rebate Program	Colonial Manor Apts - (29) Toilet Rebates	2,175.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69323	06/03/2020	06/17/2020	Eurofins Eaton Analytical, Inc.	Laboratory Testing	500.00
69324	06/03/2020	06/17/2020	Lou's Gloves, Inc.	Nitrile Gloves	243.00
69325	05/31/2020	06/17/2020	Peninsula Messenger LLC	Courier Service 06/2020	159.00
69326	05/31/2020	06/17/2020	Western Exterminator Company	Pest Control - Beach Office 05/2020	91.50
69327	06/06/2020	06/17/2020	TIAA Commercial Finance, Inc.	(3) Office Copiers, eCopy ScanStation Leases 06/2020	1,182.73
69328	05/31/2020	06/17/2020	Iron Mountain, Inc.	Shredding Service 05/2020	182.94
69329	05/28/2020	06/17/2020	AT&T	Phone/ Alarm Line Services 05/2020	200.42
69330	06/01/2020	06/17/2020	Simpler Systems, Inc.	UB Datapp Maintenance 06/2020	500.00
69331	05/29/2020	06/17/2020	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 05/2020	355.11
69332	05/26/2020	06/17/2020	Akel Engineering Group, Inc.	Master Plans/ Capacity Fees Study - Water, Sewer, Recycled Water	42,077.08
69333	06/01/2020	06/17/2020	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 05/2020	38.00
69334	06/01/2020	06/17/2020	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 06/2020	1,786.28
69335	06/12/2020	06/30/2020	Monterey Peninsula Unified School District	Water Conservation Education 05/2020	2,450.28
69336	06/08/2020	06/30/2020	Denise Duffy & Associates, Inc.	Post-Construction Biological/ Non-Biological Monitoring - RUWAP, Pre-Construction Biological Surveys/ Meetings/ PM - (CSUMB, Imjin)	3,853.50
69337	12/20/2019	06/30/2020	Thermo Electron North America LLC	Columns - IonPac AG14 and AS14	1,748.74
69338	05/28/2020	06/30/2020	Home Depot Credit Services	General Supplies	640.91
69339	06/15/2020	06/30/2020	Grainger	(5) Water Solenoid Valves - Well Oilers	469.78
69340	05/31/2020	06/30/2020	Schaaf & Wheeler	Army Right-of-Entry Permit/ Update Plans and Specifications - Ord Village LS, Design Phase - A1/A2 Tanks B/C BPS, System Map CAD Updates, Developers (CSUMB Student Union, Lower Stilwell), General Services	49,188.66
69341	06/16/2020	06/30/2020	Monterey Bay Analytical Services	Laboratory Testing	630.00
69342	06/18/2020	06/30/2020	Verizon Wireless	Cell Phones Service 06/2020	1,507.95
69343	06/11/2020	06/30/2020	Harris & Associates	Construction Support - InterGarrison Road Pipeline, Developers (Dunes 2 Demolition, East Garrison, Lower Stilwell, Wathen-Castanos Homes)	29,975.34
69344	06/05/2020	06/30/2020	Cypress Coast Ford	Door Latch Repair - Vehicle #1701	488.49
69345	06/19/2020	06/30/2020	Federal Express	Shipping Charges	34.67
69346	06/02/2020	06/30/2020	Fashion Streaks	(3) Out-of-Service Stickers - Diesel Tanks	84.83
69347	06/05/2020	06/30/2020	Forensic Analytical Consulting Services, Inc.	Asbestos Cement Pipe Refresher Webinar	500.00
69348	06/16/2020	06/30/2020	HD Supply Facilities Maintenance LTD	(4) 5-Piece Well Sockets with Ratchet Bag	878.15
69349	06/16/2020	06/30/2020	E.H. Wachs Company	Hand Held Controller - Water Valve Turning Machine	3,594.10
69350	06/03/2020	06/30/2020	Core & Main LP	(200) 3/4" 3G-DS Registers, (6) 1" Multi-Jet Meters with 3G Dialog	35,059.83
69351	05/31/2020	06/30/2020	DataProse, LLC	Customer Billing Statements 05/2020	6,058.08
69352	06/29/2020	06/30/2020	Conservation Rebate Program	Sunbay Apts - (100) Toilet Rebates	12,500.00
69353	06/19/2020	06/30/2020	NEC Financial Services, Inc.	Phone Equipment Lease 06/2020	335.76
69354	06/11/2020	06/30/2020	Carollo Engineers, Inc.	Bid Services - RUWAP	34,517.03
69355	05/18/2020	06/30/2020	American Supply Company	Janitorial Supplies	400.59
69356	04/28/2020	06/30/2020	Integrity Print & Design LLC	(1,000) #10 Window Envelopes	167.15
69357	05/22/2020	06/30/2020	Del Monte Glass	(2) Plexi-Glass (COVID-19) - Beach Office	105.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69358	06/24/2020	06/30/2020	First Choice Services	Coffee Supplies	209.58
69359	05/31/2020	06/30/2020	ECAM Secure	Monthly Security Fees - Ord Waste Water Treatment Facility	1,218.50
69360	06/18/2020	06/30/2020	Sherwin-Williams Co.	Paint - Water Piping	1,107.58
69361	06/22/2020	06/30/2020	Conservation Rebate Program	14978 Breckinridge Ave - Washer Rebate	150.00
69362	06/22/2020	06/30/2020	Conservation Rebate Program	217 Mortimer Ln - Toilet Rebate	129.00
69363	06/24/2020	06/30/2020	Conservation Rebate Program	4276 Bay Crest Cir - (3) Toilet Rebates	225.00
69364	06/24/2020	06/30/2020	Conservation Rebate Program	3016 Vera Ln - (2) Toilet Rebates	150.00
69365	06/10/2020	06/30/2020	Marina Tire & Auto Repair	Auto Maintenance Services/ Pressure Sensor and Injection Pump	868.85
69366	06/09/2020	06/30/2020	Richards, Watson & Gershon	Legal Fees - Opp to Cal Am Asserted Water Rights to CEMEX Prop, Regional Project Litigation 05/2020	25,738.50
69367	06/12/2020	06/30/2020	Remy Moose Manley, LLP	Legal Fees - CPUC, Desalination Plan/ MPWSP, RAMCO Well 05/2020	110,852.83
69368	06/23/2020	06/30/2020	ICONIX Waterworks (US), Inc.	(3) 8" SS Valvebox Lockout Devices, Vent Caps, Fittings, Bermad Pilot Valve	6,537.95
69369	06/12/2020	06/30/2020	Griffith, Masuda & Hobbs	Legal Fees - Armstrong Ranch, Bay View Mobile Home Park, CalAM Supply & Demand, CSUMB, FORA, GSA, Developers (East Garrison, Ft Ord Dunes State Park, Wathen-Castanos Homes), General Matters 05/2020	36,458.00
69370	06/18/2020	06/30/2020	Access Monterey Peninsula, Inc.	Filming and Production 06/2020	460.00
69371	06/15/2020	06/30/2020	Aleshire & Wynder, LLP	Legal Fees - Opinion for Bay View Community vs. MCWD 03/2020 - 05/2020	49,441.12
69372	06/22/2020	06/30/2020	AT&T	Phone/ Alarm Line Services 06/2020	103.08
69373	05/28/2020	06/30/2020	EKI Environment & Water, Inc.	Groundwater Planning Sustainability Study, Environmental Consulting for Permitting of CalAm Slant Wells	92,411.88
69374	06/09/2020	06/30/2020	Alameda Electrical Distributors, Inc.	General Supplies	18.66
69375	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - Hydrant Meter	1,844.37
69376	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 213 Rosebud Ct	87.11
69377	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - Hydrant Meter	1,622.79
69378	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 3093 Crescent Ave	12.36
69379	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 250C Reservation Rd	15.97
69380	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 3201 Vista del Camino	51.34
69381	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 9th St Parcel G	4.50
69382	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 453 Carmel Ave	7.19
69383	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 607 Malmedy Rd	91.58
69384	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - Hydrant Meter	1,511.99
69385	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 321 Arloncourt Rd	18.55
69386	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 1707 Eichelberger Ct	97.38
69387	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 380 Hillcrest Ave	21.92
69388	06/24/2020	06/30/2020	Customer Service Refund	Refund Check - 122 Okinawa Rd	69.69

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	06/12/2020	06/12/2020	State of California - EDD	Payroll Ending 06/05/20	8,789.50
ACH	06/12/2020	06/12/2020	MassMutual Retirement Services, LLC	Payroll Ending 06/05/20	10,102.01
ACH	06/12/2020	06/12/2020	Internal Revenue Service	Payroll Ending 06/05/20	42,050.65
ACH	06/12/2020	06/12/2020	CalPERS	Payroll Ending 06/05/20	23,882.52
500783-500785	06/12/2020	06/12/2020	Payroll Checks and Direct Deposit	Payroll Ending 06/05/20	101,213.04
500786	06/12/2020	06/12/2020	General Teamsters Union	Payroll Ending 06/05/20	866.00
500787	06/12/2020	06/12/2020	WageWorks, Inc.	Payroll Ending 06/05/20	616.27
500788	06/02/2020	06/16/2020	Becks Shoe Store, Inc. - Salinas	Boot Benefit	376.09
500789	05/25/2020	06/16/2020	AFLAC	Employee Paid Benefits 05/2020	3,454.27
500790	05/28/2020	06/16/2020	Thomas P. Moore	Board Compensation 05/2020	100.00
500791	06/05/2020	06/16/2020	LegalShield	Employee Paid Benefits 06/2020	25.90
500792	05/28/2020	06/16/2020	Matthew Zefferman	Board Compensation 05/2020	100.00
500793	06/02/2020	06/16/2020	Antonio Munoz	CWEA Membership, Grade I Collection System Certification Renewals	367.00
500794	06/11/2020	06/16/2020	Joshua Goncalves	CWEA Membership, Grade I Collection System Exam Fee	367.00
500795	05/17/2020	06/16/2020	Principal Life	Employee Paid Benefits 06/2020	427.94
500796	05/11/2020	06/16/2020	Lincoln National Life Insurance Company	Life, Short/ Long Term, AD&D Insurance 06/2020	2,594.79
500797	05/15/2020	06/16/2020	WageWorks, Inc.	FSA Admin Fees 04/2020	152.00
500798	05/28/2020	06/16/2020	Peter Le	Board Compensation 05/2020	100.00
500799	05/28/2020	06/16/2020	Herbert Cortez	Board Compensation 05/2020	100.00
500800	05/18/2020	06/16/2020	Transamerica Life Insurance Company	Employee Paid Benefits 05/2020	1,291.11
500801	05/31/2020	06/16/2020	Cintas Corporation No. 630	Uniforms, Towels, Rugs 05/2020	615.08
500802	05/28/2020	06/16/2020	Jan Shriner	Board Compensation 05/2020	100.00
500803	04/30/2020	06/16/2020	Liebert Cassidy Whitmore	Legal Fees - General Matters 04/2020	444.00
ACH	06/26/2020	06/26/2020	MassMutual Retirement Services, LLC	Payroll Ending 06/19/20	9,993.89
ACH	06/26/2020	06/26/2020	Internal Revenue Service	Payroll Ending 06/19/20	42,518.93
ACH	06/26/2020	06/26/2020	State of California - EDD	Payroll Ending 06/19/20	8,447.32
ACH	06/26/2020	06/26/2020	CalPERS	Payroll Ending 06/19/20	22,992.24
500804-500806	06/26/2020	06/26/2020	Payroll Checks and Direct Deposit	Payroll Ending 06/19/20	96,670.15
500807	06/26/2020	06/26/2020	WageWorks, Inc.	Payroll Ending 06/19/20	616.27
500808	05/14/2020	06/30/2020	Becks Shoe Store, Inc. - Salinas	Boot Benefit	176.44
500809	06/25/2020	06/30/2020	AFLAC	Employee Paid Benefits 06/2020	2,165.90
500810	06/25/2020	06/30/2020	Employnet, Inc.	Temporary Temperature Screener (COVID-19) 06/15 - 06/18	637.00
500811	06/30/2020	06/30/2020	Rene Magdaleno	CWEA Electrical Instrumentation and Control Webinar	50.00
500812	06/15/2020	06/30/2020	WageWorks, Inc.	FSA Admin Fees 05/2020	152.00
500813	06/18/2020	06/30/2020	Transamerica Life Insurance Company	Employee Paid Benefits 06/2020	786.50
500814	05/31/2020	06/30/2020	Liebert Cassidy Whitmore	Legal Fees - General Matters 05/2020	1,099.00
Total Disbursements for June 2020					1,564,601.67

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-B

Meeting Date: July 20, 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 June 15, 2020

Staff Recommendation: The Board of Directors approve the draft minutes of the June 15, 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 June 15, 2020 are provided for the Board to consider approval.

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 minutes of June 15, 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
Via Zoom Teleconference
June 15, 2020

Draft Minutes

1. Call to Order:

President Moore called the meeting to order at 6:34 p.m. on June 15, 2020 via Zoom teleconference in 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:

Derek Cray, Operations and Maintenance Manager/Interim General Manager
Roger Masuda, District Counsel
Kelly Cadiente, Director of Administrative Services
Michael Wegley, District Engineer
Teo Espero, IT Administrator
Patrick Breen, Water Resources Manager
Don Wilcox, Senior Engineer
Rose Gill, Human Resources/Risk Administrator
Paul Lord, Conservation Specialist
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Andrew Sterbenz, Schaaf & Wheeler
Vera Nelson, EKI Environmental
Bart Bruno, MPE
Tina Wang, EKI Environmental
Peter Taormina, MPE

3. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 6:36 p.m. to discuss the following items:

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 6) 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)
- 7) 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)
- 8) Appeal No. A-3-MRA-19-0034 by California-American Water Company to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project
- 9) City of Marina vs. RMC Lonestar [CEMEX], California-America Water Company, et al., Defendants, Marina Coast WD, et al., Real Parties in Interest, Monterey County Superior Court Case No. 20CV001387 (Complaint for Breach of Contract, Declaratory Relief under the Agency Act, and Tortious Interference with Existing Contract)
- 10) City of Marina v. County of Monterey, et al., Monterey County Superior Court No. 19CV005270 (Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief)

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

Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation – One Potential Case

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. Derek Cray, Operations and Maintenance Manager/Interim General Manager, led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no comments made.

8. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Item:

1. Consider Adoption of Resolution No. 2020-GSA02 to Approve Amendment 2 to the Professional Services Agreement with EKI Environment & Water, Inc. for Groundwater Sustainability Planning:

Mr. Patrick Breen, Water Resources Manager, introduced this item. The Board asked clarifying questions.

Vice President Shriner made a motion to approve Amendment 2 to the Professional Services Agreement with EKI Environment & Water, Inc. for Groundwater Sustainability Planning. Director Cortez 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	-	Abstained			

9. Return to Marina Coast Water District Matters:

10. Presentation:

- A. Consider Adoption of Resolution No. 2020-32 in Recognition of Michael Wegley, District Engineer, for 5 Years of Service to the Marina Coast Water District:

Director Zefferman made a motion to adopt Resolution No. 2020-32 in Recognition of Michael Wegley, District Engineer, for 5 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			

11. Consent Calendar:

Director Zefferman made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of May 2020; B) Approve the Draft Minutes of the Regular Joint/Board Meeting of May 18, 2020; C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 25, 2020; D) Consider Adoption of Resolution No. 2020-33 to Approve the Proposed Landscape Incentive Program Changes; and, E) Consider a Motion to Initiate a Survey with the Employees of 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	-	Abstained			

12. Action Items:

- A. Consider Adoption of Resolution No. 2020-34 to Approve a Service Agreement between Marina Coast Water District and the City of Del Rey Oaks:

Mr. Cray introduced this item. The Board asked clarifying questions.

Vice President Shriner made a motion to adopt Resolution No. 2020-34 to approve a Service Agreement between Marina Coast Water District and the City of Del Rey Oaks. President Moore seconded the motion.

President Moore asked legal counsel to make the following edits: Recital A – change “allocated” to “recognized”; Recital C – fifth line, remove the comma after Del Rey Oaks; Recital G – move “was completed” from the fourth line to the second line following the word “lands”; Definitions – Ord Community Service Area – move the comma from after the word “services” to after “and”.

Vice President Shriner amended her motion to include the proposed edits. President Moore seconded the amended 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. Consider Adoption of Resolution No. 2020-35 to Approve a Water and Sewer Infrastructure Agreement between Marina Coast Water District and UCP East Garrison, LLC for the Phase 3 Condominiums Development Project:

Mr. Michael Wegley, District Engineer, introduced this item. The Board asked clarifying questions.

Vice President Shriner made a motion to adopt Resolution No. 2020-35 to approve a Water and Sewer Infrastructure Agreement between Marina Coast Water District and UCP East Garrison, LLC for the Phase 3 Condominiums Development Project. Director Cortez seconded the motion.

Agenda Item 12-B (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			

C. Consider Adoption of Resolution No. 2020-36 to Approve a Contract with Monterey Peninsula Engineers for Construction of the Regional Urban Water Augmentation Project Distribution Mains:

Mr. Don Wilcox, Senior Engineer, introduced this item. The Board asked clarifying questions regarding the Beach Road potable pipeline replacement and construction schedule.

Vice President Shriner made a motion to adopt Resolution No. 2020-36 approving a contract with Monterey Peninsula Engineers for construction of the Regional Urban Water Augmentation Project Distribution Mains to: 1) move forward without the Beach Road pipeline replacement; 2) direct staff to work with MPE to see where the Beach Road pipeline replacement will fall into their construction schedule; 3) ask staff look to see if there are funds somewhere that can be used for this replacement; and, 4) bring the information back to the next meeting. Director Zefferman seconded the motion. Following discussion, Vice President Shriner amended her motion to include direction that staff look at how much the Beach Road pipeline replacement will add to fire flow in the affected areas. Director Zefferman seconded the amended motion.

Mr. Pete Taromina, MPE, commented that they were grateful for the chance to work locally and help the community with this project.

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. 2020-37 to Amend the On-Call Engineering Services Agreement with Schaaf & Wheeler for the A1/A2 Reservoirs and B/C Booster Pump Station Design Services:

Mr. Wegley introduced this item. The Board asked clarifying questions.

Vice President Shriner made a motion to amend the On-Call Engineering Services Agreement with Schaaf & Wheeler for the A1/A2 Reservoirs and B/C Booster Pump Station Design Services. Director Zefferman 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			

E. Consider Adoption of Resolution No. 2020-38 to Approve a Contract Extension with the Pun Group to Provide Audit Services to the District for Fiscal Year 2019-2020:

Ms. Kelly Cadiente, Director of Administrative Services, introduced this item and gave a brief background. The Board asked clarifying questions.

Vice President Shriner made a motion to approve a contract extension with the Pun Group to provide audit services to the District for Fiscal Year 2019-2020. Director Cortez seconded the motion. The motion to was passed by the following vote:

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

F. Consider Adoption of Resolution No. 2020-39 to Approve the Marina Coast Water District Budget for FY 2020-2021:

Ms. Cadiente introduced this item.

Vice President Shriner made a motion to approve the Marina Coast Water District Budget for FY 2020-2021. Director Cortez 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	-	No			

G. Consider Adoption of Resolution No. 2020-40 to Approve the District's Five-Year Capital Improvement Projects Budget:

Mr. Wegley introduced this item. The Board requested more information regarding the Beach Road Potable Pipeline Project and the South Boundary Road Pipeline.

Director Zefferman made a motion to table this item until July 2020. Vice President Shriner seconded the motion. Discussion followed.

Vice President Shriner made a substitute motion to approve the CIP, with a footnote that the Beach Road Potable Pipeline Project be moved back to the next fiscal year and the South Boundary Road Pipeline Project would be considered after the sunset of FORA and these items would be brought back to the Board for consideration in July. Director Cortez seconded the motion. Discussion followed.

Vice President Shriner withdrew her substitute motion and made another substitute motion to approve the Five-Year CIP in its entirety. The motion failed for lack of a second.

Agenda Item 12-G (continued):

Vice President Shriner restated her substitute motion to approve the CIP, with a footnote that the Beach Road Potable Pipeline Project be moved back to the next fiscal year and the South Boundary Road Pipeline Project would be considered after the sunset of FORA and these items would be brought back to the Board for consideration in July. Director Cortez seconded the motion. The motion to failed by the following vote:

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

The original motion to table this item until July 2020 was passed by the following vote:

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

H. Consider Appointing a District Negotiator(s) to Negotiate with Sunberry Growers, LLC., Regarding a Lease of District Owned Armstrong Ranch Property:

Mr. Cray introduced this item.

Vice President Shriner made a motion to appoint the General Manager and Legal Counsel as District negotiators. President Moore seconded the motion. The motion was passed by the following vote:

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

13. Staff Reports:

A. Receive a Report on the Fiscal Impacts to the District due to Covid-19:

Ms. Cadiente introduced this item and gave a brief report of the fiscal impacts made by Covid-19 to the District.

14. Informational Items:

A. General Manager's Report:

Mr. Cray noted that the District has moved to Stage 3 and reopened the Beach Office to the public with limited hours Monday through Thursday between 10 am and 4 pm. with encouragement to customers to handle District business via telephone if possible.

B. Counsel's Report:

No report was given.

C. Committee and Board Liaison Reports:

1. Water Conservation Commission:

Director Zefferman stated that no meeting was held in May.

2. Joint City District Committee:

President Moore stated that no meeting was held and the next one may be held on June 26th.

3. Executive Committee:

President Moore stated they met via a Zoom teleconference meeting on June 9th and the next meeting was set for July 14th via Zoom. Vice President Shriner noted that a spreadsheet was provided at the meeting and is attached to this packet.

4. Community Outreach Committee:

Director Zefferman and Director Cortez gave a brief update.

5. Budget and Personnel Committee:

Vice President and Director Cortez gave a brief update.

6. M1W Board Member:

President Moore gave a brief update.

Noting the time was 10:00 p.m., Director Zefferman made a motion to continue past 10:00 p.m.; to complete the agenda; take a 10-minute break; and, then return to closed session. 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			

7. LAFCO Liaison:

Director Cortez noted the next meeting is June 22nd.

8. FORA:

Mr. Cray gave a brief update.

9. JPIA Liaison:

No report was given.

10. Special Districts Association Liaison:

President Moore noted the next meeting was scheduled for July 21st and will held via Zoom.

15. Board member Requests for Future Agenda Items:

President Moore noted that the Board members can email in their requests. Director Cortez asked for a presentation on the Consumer Confidence Report from staff regarding water quality following comments made on a local blog. Director Le asked when the quarterly report on Developer Accounts would be presented.

16. Director's Comments:

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

President Moore recessed the meeting from 10:14-10:24 p.m.

The Board reentered into closed session at 10:25 p.m.

17. Return to Closed Session:

- A. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Property: Armstrong Ranch Property
Negotiating Parties: Sunberry Growers, LLC. And MCWD Negotiators (to be determined in Action Item 12-H)
Under Negotiation: Price and Terms

The Board ended closed session at 11:34 p.m. President Moore reconvened the meeting to open session at 11:35 p.m.

18. Reportable Actions Taken during Closed Session:

Mr. Masuda stated that there were no reportable actions taken during Closed Session.

19. Adjournment:

The meeting was adjourned at 11:36 p.m.

APPROVED:

Thomas P. Moore, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-C

Meeting Date: July 20, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of June 30, 2020

Staff Recommendation: The Board of Directors approve the draft minutes of the June 30, 2020 special 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 June 30, 2020 are provided for the Board to consider approval.

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 minutes of June 30, 2020.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting
Via Zoom Teleconference

June 30, 2020

Draft Minutes

1. Call to Order:

President Moore called the meeting to order at 6:00 p.m. on June 30, 2020 via Zoom teleconference in 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
Ruth Muzzin, Special Counsel
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Peter Mayer, WaterDM
Andy Sterbenz, Schaaf and Wheeler

3. Pledge of Allegiance:

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

4. Oral Communications:

There were no public comments.

5. Action Item:

- A. Consider Adoption of Resolution NO. 2020-41 to Receive and Accept the Supplemental Water DM Report, and Approval of Submitting the Supplemental Report to the California Coastal Commission and Other Appropriate State and Local Agencies:

Mr. Van Der Maaten introduced this item. Mr. Peter Mayer, WaterDM, gave a brief presentation on his supplemental report regarding water supply and demand in the California American Water Company's Monterey main system. The Board asked clarifying questions.

Vice President Shriner made a motion to receive and accept the supplemental Water DM Report, and approval of submitting the supplemental report to the California Coastal Commission and other appropriate state and local agencies. Director Zefferman seconded the motion.

There was discussion about whether drought years were included in the average water/rainfall and forecast demand. Mr. Mayer said he would include clarification on drought in water supply on Table 2 in the report.

Vice President Shriner amended her motion to receive and accept the supplemental Water DM Report with drought clarification added, and approval of submitting the supplemental report to the California Coastal Commission and other appropriate state and local agencies. Director Zefferman seconded the amended motion. The motion was passed by the following vote:

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

6. Public Comment on Closed Session Items:

There were no public comments.

The Board entered into closed session at 6:55 p.m. to discuss the following items:

7. Closed Session:

- A. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Property: Armstrong Ranch Property
Negotiating Parties: Sunberry Growers, LLC. And MCWD Negotiators (Legal Counsel and General Manager)
Under Negotiation: Price and Terms

The Board ended closed session at 7:30 p.m.

President Moore reconvened the meeting to open session at 7:31 p.m.

8. Reportable Actions Taken during Closed Session:

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

9. Director's Comments:

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

10. Adjournment:

The meeting was adjourned at 7:43 p.m.

APPROVED:

Thomas P. Moore, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-D

Meeting Date: July 20, 2020

Submitted By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-42 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2020-2021 in the Amount of \$222,024

Staff Recommendation: The Board of Directors adopt Resolution No. 2020-42 to approve prepayment of the District's FY 2020-2021 CalPERS annual employer unfunded accrued liability contribution in the amount \$222,024.

Background: *Strategic Plan, Goal No. 4 – To manage the District's finances in the most effective and fiscally responsible manner.*

The Miscellaneous Plan of the Marina Coast Water District (Plan) is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California.

The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount. The UAL amount represents the difference between the Plan's Accrued Liability and the Market Value of the Plan's Assets amortized over 30 years. The UAL is invoiced by CalPERS on a monthly basis with an option to prepay the annual amount by July 31st discounted 3.326% of the annual amount.

Discussion/Analysis: Staff is requesting the Board consider adoption of Resolution No. 2020-42 to approve prepaying the UAL for FY 2020-2021 in order to take advantage of the 3.326% discount of \$7,639.32. In addition, beginning in FY 2017-2018, CalPERS requires payments be made by ACH instead of by check. The District is charged a fee by the bank for each ACH processed. By prepaying the UAL, the District will also save staff time and costs by processing one invoice instead of twelve.

Environmental Review Compliance: None.

Financial Impact: Yes No Funding Source/Recap: Funded through FY 2020/2021 Operating Budget of the Central Marina and Ord Community cost centers.

Material Included for Information/Consideration: Resolution No. 2020-42; and, CalPERS Invoice No. 100000016093478 dated July 1, 2020.

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

Resolution No _____ Motion By _____ Board Action
Seconded By _____
Ayes _____ Abstained _____
Noes _____ Absent _____

July 20, 2020

Resolution No. 2020-42
Resolution of the Board of Directors
Marina Coast Water District
Approve Prepayment of Marina Coast Water District's
CalPERS Annual Employer Unfunded Accrued Liability Contribution
For FY 2020-2021 in the Amount of \$222,024

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on July 20, 2020, via videoconference pursuant to Gov. Newsom's Executive Order N-29-20, as follows:

WHEREAS, the Miscellaneous Plan of the Marina Coast Water District (Miscellaneous Plan) is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California; and,

WHEREAS, the total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount. The UAL amount represents the difference between the Plan's Accrued Liability and the Market Value of the Plan's Assets amortized over 30 years; and,

WHEREAS, the UAL is invoiced by CalPERS on a monthly basis with an option to prepay the annual amount by July 31st discounted 3.326% of the annual amount; and,

WHEREAS, by prepaying the UAL for FY 2020-2021 the District will realize a savings of \$7,639.32 plus the costs to process twelve invoices instead of one invoice.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve prepayment of the District's FY 2020-2021 CalPERS annual employer unfunded accrued liability contribution in the amount \$222,024.

PASSED AND ADOPTED on July 20, 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. 2020-42 adopted July 20, 2020.

Keith Van Der Maaten, Secretary



California Public Employees' Retirement System

July 01, 2020

Rosemary Gill
 Marina Coast Water District
 11 RESERVATION ROAD
 MARINA, CA 93933-2099

Business Unit: 1900
 CalPERS ID: 2705940435
 Invoice Number: 100000016093478
 Invoice Date: July 01, 2020
 Payment Due Date: July 31, 2020

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2018 Actuarial Valuation for Rate Plan Identifier 5340.</p> <p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table data-bbox="203 1024 763 1092"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$19,138.61</td> <td>July 31, 2020</td> </tr> </table> <p>If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$222,024.00 to the invoice number above by July 31, 2020 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2018 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting www.mycalpers.ca.gov</p> <p>Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).</p> <p>For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.</p>	Amount	Due Date	\$19,138.61	July 31, 2020	
Amount	Due Date				
\$19,138.61	July 31, 2020				
Total Due	\$19,138.61				



Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-E

Meeting Date: July 20, 2020

Prepared By: Paul Lord

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-43 to Authorize the General Manager to Sign a Memorandum of Understanding between Marina Coast Water District and the Monterey Peninsula Unified School District Regarding the Water Conservation Education Program

Staff Recommendation: The Board of Directors adopt resolution No. 2020-43 to authorize the General Manager to sign a memorandum of understanding between Marina Coast Water District and the Monterey Peninsula Unified School District regarding the Water Conservation Education Program for the 2020-2021 school year.

Background: *Strategic Plan, Strategic Goal 1.7 – Review and update our water conservation program.*

The MPUSD and MCWD have worked together for more than eighteen years to bring water conservation education to students in the district's service area. This agreement continues this long-standing relationship between the two partners and provides the means to plan and integrate water conservation instruction into the curriculum at local schools for the 2020-2021 fiscal year.

Teacher surveys, and feedback from school administrators, students, and their families, indicate that the unique, professional instruction provided is desired, appreciated, and very effective. The program is tremendously valued by staff, school faculty, and the community because it is successful in achieving the most important goal; getting the local children to understand more about earth science, the properties of water, and the importance of practicing water conservation every day. Results of a 2008 study of the program's effectiveness were positive, showing students and were able to make more valid points about water conservation after receiving classroom instruction.

Discussion/Analysis: MCWD will reimburse MPUSD for hourly in-class instruction, limited distant learning lesson development and dissemination, and program promotional work, at a minimum hourly rate plus statutory benefits, not to exceed \$38,750. This maximum expenditure amount is based upon reimbursements paid during previous years when as many as 160 classroom presentations were performed. A certified, experienced, MPUSD Teacher has been hired and tasked with providing targeted instruction to students, and the school staff. Simultaneously, the teacher will help the District develop water conservation related curricula designed to meet the state academic curriculum standards. There is a budget allocation to support the purchase of classroom materials needed. All instruction and educational material presented will be age appropriate for the children taught. As applicable, and to continue instruction during emergency school closures, MPUSD staff will make every effort to follow the school district's Instructional Continuity Plan and utilize the resources in the school district's Distant Learning Plan.

Environmental Review Compliance: None required.

Financial Impact: X Yes No Funding Source/Recap: This item is funded through the FY 2020/2021 Conservation Budget of the Central Marina and Ord Community cost centers.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2020-43, and, MOU between MCWD and Monterey Peninsula Unified School District.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 20, 2020

Resolution No. 2020 - 43
Resolution of the Board of Directors
Marina Coast Water District

Authorizing the General Manager to Sign a Memorandum of Understanding
Between Marina Coast Water District and the Monterey Peninsula Unified School District
Regarding the In-School Water Conservation Education Program

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“MCWD”), at a regular meeting duly called and held on July 20, 2020, via a videoconference pursuant to Gov. Newsom’s Executive Order N-29-20, as follows:

WHEREAS, MCWD has developed a Memorandum of Understanding (MOU) with the Monterey Peninsula Unified School District regarding the In-School Water Conservation Education Program that will facilitate program development and the teaching of water conservation education; and,

WHEREAS, the MOU will be an agreement to formalize planning and execution of the In-School Water Conservation Education Program; and,

WHEREAS, water conservation is within the District’s Mission and the funding for this MOU is included in the District’s budget for FY 2020/2021 under Conservation Education with a not-to-exceed amount of \$38,750.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve of the proposed Memorandum of Understanding regarding the In-School Water Conservation Education Program with wage and benefit reimbursements.

BE IT FURTHER RESOLVED, that the Board of Directors does hereby authorize the General Manager to sign the MOU.

PASSED AND ADOPTED on July 20, 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. 2020-43 adopted July 20, 2020.

Keith Van Der Maaten, Secretary

MEMORANDUM OF UNDERSTANDING

Between

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

And

MARINA COAST WATER DISTRICT

This agreement is between the Monterey Peninsula Unified School District (MPUSD) and the Marina Coast Water District (MCWD) for the 2020-2021 Fiscal Year.

The terms and conditions set forth in this document shall constitute the entire agreement between MPUSD and MCWD and may not be amended except by a written document signed by both parties.

The parties agree to the following:

1. MCWD agrees to fully fund a part time Water Science/Conservation Teacher position, not to exceed a total of \$38,750.
2. This teacher will provide water science and water conservation awareness education to all the MPUSD schools within the MCWD service area.
3. As requested by MCWD, the deliverables specified in Appendix A shall be submitted to document the work performed.
4. MPUSD will send a monthly invoice of the science teacher's monthly salary and benefit costs for reimbursement to the MCWD, Attn. Paul Lord, 11 Reservation Rd., Marina, 93933.
(Email: plord@mcwd.org, Tel: (831) 883-5905, FAX: (831) 384-0197
The final invoice will be for the June 2021 pay period.
5. The MCWD shall submit a check within 30 days of invoice receipt made payable to the Monterey Peninsula Unified School District and sent to: Attn. Connie Avila, P.O. Box 1031, Monterey, CA 93942-1031.
6. The payment will be deposited in an account dedicated for this purpose only.
7. The position shall be filled through MPUSD's established hiring process and shall be an employee of MPUSD and shall be entitled to the same rights, privileges, and applicable benefits as other MPUSD employees.

MARINA COAST WATER DISTRICT

MONTEREY PENINSULA UNIFIED SCHOOL
DISTRICT

Keith Van Der Maaten
General Manager
11 Reservation Road
Marina, CA 93933

Ryan Altemeyer
Associate Superintendent, Business Services
P.O. Box 1031
Monterey, CA 93942-1031

Appendix A

List of Tasks and Deliverables for the 2020-21 School Year

In-School Water Science and Conservation Education Program

Following is a list of specific tasks and deliverables required of the Water Science and Conservation Teacher. As only a few of the many day-to-day tasks within the Teachers complete scope of work, these tasks and deliverables shall document the Teacher's efforts to integrate the In-School Water Science and Conservation Education Program into MPUSD's individual school curriculum.

1. Meet with school district administrators, and staff at each school, to promote the program and provide program orientation and coordination regarding the implementation of the water science and conservation classes. This is particularly important at the beginning of each school year, and as new staff and administrators are assigned to the elementary schools within the MCWD service area. Provide notification of these meetings to the MCWD staff.
2. Work with the office staff at each school to evaluate student enrollment by grade level for that year. Based on this, work with MCWD staff to determine the maximum time allocation needed to conduct instruction for each site. Determine, complete, and deliver to MCWD staff a class schedule (determination of time allocation) by school, that maximizes the amount of instruction, yet stays within the given budget for the year.
3. Work with water district staff, school district support staff, and school administrators to develop and approve lesson plans and special projects appropriate for each grade level in compliance with the instructional objectives of MPUSD. Provide MCWD staff with outlines of special projects, copies of lesson plans, and verification of school district approval in advance of instruction or involvement.
4. Propose, document, and receive advanced approval from MCWD staff for all hours of instruction outside the classroom, and for work hours beyond the budgeted hours for in-class program development (lesson plans and budgeted preparation hours). This would include involvement with distant learning, working on special projects, conducting program outreach, and acquiring class materials for such work.
5. As instruction is completed, the Teacher shall work with MCWD staff, school office staff, other Teachers, and Principals at each school to verify the completed hours of in-class instruction. A signed class schedule, signed Teacher evaluation forms, or signed timesheets are all acceptable forms of verification. The Teacher shall submit these documents to MCWD with each monthly timesheet.
6. Document and verify all hours billed when planning, developing, or promoting the In-School Water Conservation Education Program. Document and verify hours billed for special

- projects, conducting program outreach, or acting as a resource for school Teachers. Submission of deliverables, photographs, receipts, or emails are all acceptable forms of verification.
7. Upon completion of each lesson, or prior to leaving a school, request each Teacher complete and return a Teacher Evaluation Form. Provide MCWD staff with each completed Teacher Evaluation Form.
 8. Supported by the Teacher Evaluation Forms, and upon self-evaluation of the instruction provided, evaluate the program's effectiveness at the end of the school year. Produce a listing of suggested recommendations, and deliver this list to the MCWD staff, to make possible, improvements to the program the following year.
 9. As needed, help organize, coordinate, and support school assemblies that are conducted by outside vendors (Zun Zun) and held at the elementary schools. Provide notification of attendance at these assemblies to the MCWD staff.
 10. At least monthly, via brief, written documents, communicate the current program activities and progress to the MCWD staff.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-A

Meeting Date: July 20, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Receive a Presentation of the Water, Wastewater and Recycled Water Capacity Fee Study; and, Consider Adoption of Resolution No. 2020-44 to Approve the District's Capacity Fee Study

Staff Recommendation: 1) Receive a presentation by Bartle Wells Associates of the final 2020 Water, Wastewater and Recycled Water Capacity Fee Study; and, 2) Consider adoption of Resolution No. 2020-44 to approve the Capacity Fee Study.

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 Board of Directors approved a Professional Services Agreement with Akel Engineering Group to prepare masterplans and capacity fees. A capacity fee study determines the fees to equitably recover the costs of infrastructure and assets benefiting new development. In this case water, wastewater and recycled water facilities, that serve new development. The capacity fee study was performed by Akel's subconsultant, Bartle Wells Associates (BWA). The study has evolved over the past year alongside the Water, Wastewater and Recycled Water Master Plans.

The last capacity fee study was performed in 2013. This study is markedly different from the past study in several ways. First, the proposed fee methodology, Hybrid Buy-In + Marginal Future Cost, avoids placing facility costs to serve new development on existing customers. Second, the capacity fees are based on near-term development from the master plans rather than full buildout. Third, with the Fort Ord Reuse Authority now closed, the study incorporates the costs of water augmentation.

Prior drafts of the Water, Wastewater and Recycled Water Capacity Fee Study were presented to the Fort Ord Reuse Authority Water and Wastewater Oversight Committee (WWOC) between July and September 2019. Stakeholder meetings were held on September 5, 2019 and October 10, 2019. Additionally, a stakeholder technical review meeting was held November 8, 2019 and another meeting was held with the WWOC on December 2, 2019. Based on comments and suggestions from the series of meetings, the master plans and capacity fees were refined. The Master Plans were approved by the Board May 18, 2020. Comments on the capacity fees were also provided to the District at the May 18, 2020 Board Meeting.

BWA incorporated the vast input from a variety of sources into a June 2020 Water, Wastewater and Recycled Water Capacity Fee Study. A stakeholder meeting was held June 25, 2020. Based on comments provided at the stakeholder meeting, the report was updated with the attached July 15, 2020 fee study. Douglas Dove and Abigail Seaman of BWA will give a presentation on the final report.

Key recommendations besides the proposed capacity fees include changing:

- The multi-family sewer connections to 0.8 equivalent dwelling unit (edu)
- The nonresidential sewer edu to 19 fixture units
- The single-family water edu to 0.28 acre feet per year (AFY)
- Appendix C of the District Code for assigned water use factors used to determine water capacity charges

The steps for adoption of the new capacity fees are to:

- Notice and hold a public hearing
- Make available 10 days prior to the hearing data indicating the capacity fees do not exceed the reasonable cost of providing service for which the fee or charge is imposed
- Conduct two readings of the proposed ordinance
- Publish the ordinance and voting results

The new capacity fees become effective no sooner than 60 days following publication of the ordinance.

Environmental Review Compliance: None required.

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

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2020-44; and [July 15, 2020 Water Wastewater and Recycled Water Capacity Fee Study](#) (provided separately).

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 20, 2020

Resolution No. 2020-44
Resolution of the Board of Directors
Marina Coast Water District
Approving the 2020 Water, Wastewater and Recycled Water Capacity Fee Study

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on July 20, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the District sent out a Master Plan and Capacity Fee Study Request for Proposal soliciting proposals to complete a Water, Wastewater and Recycled Water Capacity Fee Study; and,

WHEREAS, the District entered into a Professional Services Agreement with Akel Engineering Group for their subconsultant Bartle Wells Associates to prepare a Water, Wastewater and Recycled Water Capacity Fee Study; and,

WHEREAS, Bartle Wells Associates initially met with the District before beginning work, and subsequently met with the Board over the course of several regular board meetings to discuss the Water, Wastewater and Recycled Water Capacity Fee Study; and,

WHEREAS, Bartle Wells Associates completed the Water, Wastewater and Recycled Water Capacity Fee Study and it is now being presented to the Board for approval.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2020-44 to approve the District Water, Wastewater and Recycled Water Capacity Fee Study performed by Bartle Wells Associates.

PASSED AND ADOPTED on July 20, 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. 2020-44 adopted July 20, 2020.

Keith Van Der Maaten, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-B

Meeting Date: July 20, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Approval of Public Notice and Set Date, Time and Location for a Public Hearing for Proposed Changes in Water and Wastewater Capacity Fees for Central Marina and Ord Community Service Areas

Staff Recommendation: Staff recommends that the Board of Directors consider approving the Notice of Public Hearing for proposed changes in Water and Wastewater Capacity Fees for Central Marina and Ord Community Service Areas. Staff recommends that the hearing be scheduled for August 17, at 7:00 p.m., via a videoconference pursuant to Governor Newsom's Executive Order N-29-20.

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: In the previous agenda item, the Board was requested to approve the 2020 Water, Wastewater and Recycled Water Capacity Fee Study completed by Bartle Wells Associates. The Capacity Fee Study called for capacity charge changes for both the Central Marina and Ord Community service areas.

The process for increasing or otherwise modifying water and wastewater capacity charges requires that a local agency hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting. (See Gov't. Code §66016) Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required is available, shall be mailed at least 14 days prior to the meeting to any interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. No written requests are on file with the District which would require direct-mailed notice.

At least 10 days prior to the meeting, the local agency shall make available to the public data indicating the amount of cost or estimated cost, required to provide the service for which the fee or service charge is levied, and the revenue sources anticipated to provide the service. The Capacity Fee Study provides the data. This information has been posted on the District website as of July 10, 2020 and the information has been available upon request as of July 10, 2020 in accordance with the statute. Additionally, the District intends to publish the attached Notice of Public Hearing in the Monterey Herald, in accordance with Gov't. Code §6062(a).

Environmental Review Compliance: None required.

Financial Impact: X Yes No Funding Source/Recap: Publication of the Notice will be funded by all four District operating cost centers.

Other Considerations: None.

Material Included for Information/Consideration: Notice of Public Hearing.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

NOTICE OF PUBLIC HEARING
Marina Coast Water District – Proposed Changes in Water
and Wastewater Capacity Charges
for Central Marina and Ord Community Service Areas

Notice is hereby given that Marina Coast Water District (MCWD) will hold a public hearing at the following date, time, and place on the above subject:

August 17, 2020, at 7:00 pm

Due to Governor Newsom’s Executive Order N-29-20 and recommendations on protocols to contain the spread of COVID-19, staff and Board members will be attending the August 17, 2020 meeting remotely from various locations and the meeting will be held via Zoom conference. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception.

*There may be limited opportunity to provide verbal comments during the meeting. Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment can also be submitted in writing to Paula Riso at priso@mcwd.org by 5:00 pm on Friday, August 14, 2020; such comments will be distributed to the MCWD Board before the meeting.*

Prior to the meeting, participants should download the Zoom app at:

<https://zoom.us/download>

A link to simplified instructions for use of the Zoom app is:

<https://blog.zoom.us/wordpress/2018/07/03/video-communications-best-practice-guide/>

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

To participate via phone, please call: 1-669-900-9128; Meeting ID: _____ Password: _____

In accordance with Government Code Sec. 66016, oral or written presentations may be made on the proposed changes at the public hearing. MCWD proposes to change its water and wastewater capacity charges in order to continue to operate and improve MCWD’s water and wastewater facilities for its Central Marina and Ord Community (former Fort Ord) service areas and to comply with Water Code Section 31007.

Availability of Public Data on How the New Capacity Charges were Calculated. A water, wastewater and recycled water capacity fee study, including information on the estimated costs to provide the services for which the new proposed capacity charges would be levied and the revenue sources anticipated to provide those services, has been prepared by Bartle Wells Associates, an independent consulting firm. The fee study may be viewed at www.mcwd.org or at MCWD’s offices at 11 Reservation Road, Marina, CA 93933.

If you need special assistance to participate in this public hearing, please contact MCWD at (831) 384-6131. Notification 48 hours prior to the hearing will enable the District to make reasonable arrangements to ensure accessibility to this public hearing. [28 CFR 35.102-35.104 ADA Title II]

FOR ADDITIONAL INFORMATION, CONTACT:

Michael Wegley, District Engineer
Marina Coast Water District, 11 Reservation Road, Marina, CA 93933
(831) 384-6131

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-C

Meeting Date: July 20, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider First Reading of Ordinance No. 61 to Adopt New District Capacity Charges for Marina Water and Wastewater for the Central Marina and Ord Community Service Areas

Staff Recommendation: Conduct first reading of Ordinance No. 61 approving new water and wastewater capacity charges for the Central Marina and Ord Community service areas.

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.*

On July 20th, the Board considered adopting Resolution No. 2020-44 approving the 2020 Water, Wastewater and Recycled Water Capacity Fee Study. The Board also considered approving a public notification of proposed rate increases and set a public hearing date for Monday, August 17, 2020. The process for adopting ordinances and enacting rates, fees and charges for Central Marina and the annexed portions of the Ord Community service areas, requires the District to conduct first and second readings of the proposed ordinance, set a public hearing date on the proposed change in charges, and publish the ordinance, in its entirety in the local newspaper after adoption.

Detailed Description: The Board is requested to conduct the first reading of Ordinance No. 61 as the next step to approve new water and wastewater capacity charges for the Central Marina and Ord Community service areas. The second reading will occur on the same date as the Public Hearing on the new proposed capacity fees.

Environmental Review Compliance: None required.

Financial Impact: _____Yes No Funding Source/Recap: None

Other Considerations: None.

Material Included for Information/Consideration: Ordinance No. 61.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

MARINA COAST WATER DISTRICT
ORDINANCE NO. 61

AN ORDINANCE AMENDING SECTIONS 1.04.010, 6.08.090, 6.12.020,
6.12.040, AND APPENDIX C OF THE DISTRICT CODE
CHANGING CAPACITY CHARGES FOR WATER AND SEWER SERVICES
FOR THE CENTRAL MARINA SERVICE AREA
AND THE ORD SERVICE AREA

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

Section 1. Authority. This Ordinance is enacted pursuant to Sections 30000, *et seq.*, of the California Water Code and Sections 66013; 66016 of the California Government Code.

Section 2. Findings.

- A. This ordinance is considered for action by the Board of Directors at a regularly scheduled and noticed meeting. The agenda was posted in accordance with County Water District law with opportunity for public review in advance of the meeting and public comment during consideration of the ordinance by the Board. The District has complied with publication, notice and hearing requirements of Section 66016 of the California Government Code and Section 31105 of the California Water Code.
- B. The District Code establishes, among other things, water and sewer capacity charges for the District's customers. Based on the recommendations of the District's General Manager and engineering and financial advisors, and the Water, Wastewater and Recycled Water Capacity Fee Study adopted by the Board of Directors on July 20, 2020, revised charges are necessary to meet capital expenses for sound operation of the District in accordance with Water Code Section 31007 and to enable the District to provide continued water and sewer service within the District's Central Marina and Ord service areas.
- C. The District's legal counsel advises, and the Board finds, that adoption of this ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(8) and Section 15273 of the State CEQA Guidelines codified at 14 CCR §15273 because the ordinance pertains to the adoption of charges necessary to maintain services within the District's existing service area.
- D. The charges adopted by this ordinance shall not exceed the estimated amount required to provide the services for which the charges are imposed.
- E. No written requests are on file with the District for mailed notice of meetings on new or increased capacity charges pursuant to Government Code Section 66016. At least 10 days prior to the meeting, the District made available to the public data indicating the amount of cost, or estimated cost, required to provide the service for

which the fee or service charge is levied and the revenue sources anticipated to provide the service.

Section 3. Purpose of Ordinance. The purpose of this Ordinance is to amend the definition of equivalent dwelling unit, revise capacity charges for water and wastewater services, and to change the water demand factors used to calculate water capacity charges for the District's Central Marina and Ord service areas. This Ordinance amends Sections 1.04.010, 6.08.090, 6.12.020, 6.12.040, and Appendix C of the District Code.

Section 4. Definitions. The definition for equivalent dwelling unit (EDU) within Section 1.04.010 of the District is hereby amended to read as follows:

“Equivalent dwelling unit (EDU)” means a measurement of demand on district facilities equivalent to a typical single-family dwelling. For water service, one EDU equals the amount of water used by one single-family, residential dwelling unit, defined as 0.28 acre-foot of water per year. For sewer service, one EDU equals the daily flow, discharged by a typical, single family dwelling unit. The general manager may develop and maintain a schedule of equivalent uses, to establish the number of EDU's for different users of water and sewer service for purposes of this title. Any such schedule and change thereto shall be approved by the board.

Section 5. Capacity Charges for New or Modified Potable and Recycled Water Service Connections. Section 6.08.090 (A) of the District Code is hereby amended to read as follows:

6.08.090 Capacity charges for new or modified potable and recycled water service connections.

A. The water capacity charge for each equivalent dwelling unit (“EDU”, as defined in Section 1.04.010) shall be as follows:

<u>Central Marina service area</u>	<u>\$ 6,332 per EDU</u>
<u>Ord Community service area</u>	<u>\$ 11,699 per EDU</u>

Appendix C shall be the basis for determining capacity charges for water service connections. The General Manager shall determine the assigned water rate for those uses not specified in Appendix C. The assigned water rate for any use not specified in Appendix C may be increased within six months after the end of the first full year of any such use, if actual, metered water use for the year is higher than the use determined by the General Manager in calculating the capacity charge.

Section 6. Capacity Charge. Section 6.12.020 (A) of the District Code is hereby amended to read as follows:

6.12.020 Capacity charge.

A. The collection system capacity charge for residential and equivalent dwelling units (“EDU”, as defined in Section 1.04.010) shall be as follows:

<u>Central Marina service area</u>	<u>\$ 2,081 per EDU</u>
<u>Ord Community service area</u>	<u>\$ 3,012 per EDU</u>

Section 7. Capacity Charge for new and modified sewer service connection. Table 6.12.040 within Section 6.12.040 of the District is hereby amended to read as follows:

Table 6.12.040 SEWER CAPACITY CHARGES
Residential Units
Central Marina service area sewer collection system capacity charge <u>\$2,081 per EDU</u> . Ord Community service area sewer collection system capacity charge <u>\$3,012 per EDU</u> .
The per unit charge for single-family residential connection is 1 EDU.
The per unit charge for multiple dwelling, condominium, trailer space, or mobile home is 0.8 EDU. For example, 5 multiple dwelling units equals four (4) EDU's for a capacity fee of <u>\$8,324</u> when the capacity charge per EDU is <u>\$2,081</u> in the Central Marina service area or <u>\$12,048</u> when the capacity charge per EDU is <u>\$3,012</u> in the Ord Community service area.
Nonresidential Units
Sewer collection system capacity charge—Based on fixture units as defined in the Uniform Plumbing Code per structure.
Fixture units are to be assigned based on ultimate plumbing fixtures per approved building plans, regardless of number of fixtures initially installed.
Each <u>nineteen</u> fixture units are equivalent to one equivalent dwelling unit (EDU). A hotel/motel unit is nonresidential.
The sewer collection system capacity charge is collected at the ratio of one EDU per each nineteen fixture units. For example, twenty-three fixture units equals one point two one (1.21) EDU's for a capacity fee of <u>\$2,518</u> when the capacity charge per EDU is <u>\$2,081</u> in the Central Marina service area or <u>\$3,645</u> when the capacity charge per EDU is <u>\$3,012</u> in the Ord Community service area.
Each nonresidential connection is a minimum of one EDU.

Section 8. Water Use Factors For Determining Water Capacity Charges. The type of use and assigned water use rates of the District is hereby amended to read as follows:

Appendix C

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

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

Type of Use	Basis	Assigned Water Use Rates By Acre-Ft	Total Water Use Per Annum (Acre-Ft)
<u>Residential</u>			
Multi Family - Apartment	DU	x 0.21	= _____
Apartment (senior complex)	DU	x 0.12	= _____
Group Housing (boarding, dormitory, convalescent)	Occupant	x 0.062	= _____
Condominium/Townhouse	DU	x 0.24	= _____
Mobile Home	DU	x 0.21	= _____
Multi-Family - Duplex to Fourplex	DU	x 0.24	= _____
Single Family 0<lot<0.08 acres (13 or more units per acre)	DU	x 0.25	= _____
Single Family 0.08<=lot<0.22 acres (5-12 Units/Acre)	DU	x 0.28	= _____
Single Family 0.22<=lot<0.67 acres (2- 4 Units/acre)	DU	x 0.52	= _____
Single Family (lot>= 0.67 acres)	acres	x 0.89	= _____
Accessory Dwelling Unit < 640 sq. ft.	DU	x 0.17	= _____
Accessory Dwelling Unit 641 to 800 sq. ft.	DU	x 0.21	= _____
Accessory Dwelling Unit 841-1200 sq. ft.	DU	x 0.25	= _____
<u>Non-Residential</u>			
Auto Sales/Repair Shops (Gross Floor Area)	sq. ft.	x 0.00006	= _____
Bank	sq. ft.	x 0.00030	= _____
Bakery	sq. ft.	x 0.00027	= _____
Bar (w/o restaurant)	sq. ft.	x 0.00023	= _____
Beauty shop/barber shop	stations	x 0.050	= _____
Type of Use	Basis	Assigned Water Use Rates By Acre-Ft	Total Water Use Per Annum (Acre-Ft)
Car Wash w/ recycle	sq. ft.	x *	= _____
Child Care	sq. ft.	x 0.0061	= _____
Dry Cleaners (onsite cleaning)	sq. ft.	x 0.00040	= _____
Gas Station (w/o minimart or restaurant)	pumps	x 0.1051	= _____
Gym, Health Club (w/o aquatics)	sq. ft.	x 0.00012	= _____

Hotel/Motel/Bed & Breakfast (Guest room portion only)	units	x	0.110	=	_____
Laundromat (self-serve)	washers	x	0.202	=	_____
Laundry - Commercial	sq. ft.	x	*	=	_____
Office - General (nonmedical, includes chiropractor)	sq. ft.	x	0.0001	=	_____
Office - Government, Education	sq. ft.	x	0.000092	=	_____
Office - Medical, Dental	sq. ft.	x	0.00016	=	_____
Manufacturing (other than food, beverage, chemical)	sq. ft.	x	0.056	=	_____
Manufacturing (food, beverage, chemical)	sq. ft.	x	*	=	_____
Meeting Halls, Churches, School Room	sq. ft.	x	0.000092	=	_____
Nursing Home (care portion only)	bed	x	0.12	=	_____
Laboratory	sq. ft.	x	0.000082	=	_____
Laboratory - Photographic	sq. ft.	x	0.003	=	_____
Landscape (non-turf)	acres	x	2.1	=	_____
Landscape (turf)	acres	x	2.5	=	_____
Plant Nursery	sq. ft.	x	0.00009	=	_____
Public Restroom	toilets	x	0.058	=	_____
Restaurant (full service - 3 meals, dish washing)	sq. ft.	x	0.00125	=	_____
Restaurant (Fast-food/casual with onsite prep)	sq. ft.	x	0.00051	=	_____
Restaurant (take out w/ minimal onsite prep)	sq. ft.	x	0.00027	=	_____
Store - General Retail (Department Store)	sq. ft.	x	0.00005	=	_____
Store - Grocery and Markets	sq. ft.	x	0.00033	=	_____
Swimming Pool (per 100 sq. ft. pool area)		x	0.02	=	_____
Theater	seats	x	0.0012	=	_____
Veterinary	sq. ft.	x	0.00022	=	_____
Warehouse, Distribution, Self Storage	sq. ft.	x	0.00001	=	_____

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

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

* See manufacturer's recommendation

Section 9. Requirements for Rates, Fees and Charges. The charges adopted by this ordinance shall not exceed the estimated amount required to provide the services for which the charges are imposed. Revenues derived, respectively, from water and sewer capacity charges shall not be used for any purpose other than for capital facilities to provide, respectively, water and sewer service. If the capacity charges adopted by this ordinance create revenues in excess of actual cost, those revenues shall be used to reduce the capacity charges creating the excess.

Section 10. Effective Date. All sections of this ordinance shall be in full force and effect sixty (60) days from and after the date of the publication of this ordinance in accordance with Section 11 below or October 1, 2020, whichever occurs last.

Section 11. Publication and Posting. Within 10 days after adoption, the district shall publish, in a newspaper published in Monterey County and circulated within the district, a true and correct copy of this ordinance with the names of those directors voting for and against adoption, and shall post in the district office a certified copy of the full text of this ordinance as adopted along with the names of those directors voting for and against adoption.

Section 12. Notice of Exemption Notice of Determination. The Secretary is authorized and directed to give due notice of exemption of this ordinance from the provisions of CEQA, pursuant to Title 14 California Code of Regulations section 15062.

Section 13. Existing Charges. Existing rates, fees and charges in effect when this ordinance is adopted shall remain in effect unless specifically changed by this ordinance and, if specifically changed by this ordinance, then until the Effective Date of this ordinance. Further, any terms, conditions, and requirements set forth in those portions of the District Code specifically referenced herein which are not amended or modified by the Ordinance shall remain in full force and effect.

Section 14. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, or superseded by some other provision of law, such provisions shall be severed from and shall not affect the validity of the remaining provisions of this ordinance. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any other part thereof be unconstitutional or invalid, or superseded by some other provision of law. The parts of this ordinance which are not unconstitutional, invalid, or superseded shall remain in full force and effect and shall be enforced according to their terms.

Section 15. Interpretation. Words and phrases used in this ordinance shall be read conjunctively with and shall have the same meaning as in prior district ordinances and the district Code, unless specifically changed by this ordinance or unless the context requires some other construction. If there is any inconsistency between this ordinance and prior provisions, this ordinance shall control.

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

Ayes: _____

Nays: _____

Absent: _____

Abstained: _____

By _____
Thomas P. Moore, President

ATTEST:

Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that the foregoing Ordinance was adopted and approved by the Board of Directors at their regular meeting on _____.

Keith Van Der Maaten, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-D

Meeting Date: July 20, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-45 to Approve the First Amendment to the Loan Agreement with BBVA Mortgage Corporation for Interim Financing of the Regional Urban Water Augmentation Recycled Water Pipeline and Distribution System

Staff Recommendation: The Board of Directors adopt Resolution No. 2020-45 to approve the first amendment to the loan agreement with BBVA for interim financing of the Regional Urban Water Augmentation Project (RUWAP) pipeline to BBVA Compass Bank.

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.*

The District submitted a Financial Assistance Application for a State Revolving Fund (SRF) Loan to the State Water Resources Control Board (SWRCB) to finance the costs of constructing certain transmission and distribution pipelines and other infrastructure associated with the RUWAP Pipeline. The SWRCB awarded the District two separate loans for the project, one for the transmission pipeline and the other for the distribution system. Due to SRF loan draws being funded on a reimbursement basis, interim financing is required to cash flow anticipated costs in connection with the engineering, design and construction of the recycled water transmission pipeline and distribution system. With the assistance from the District's Financial Advisor, Fieldman Rolapp & Associates (FRA), staff issued a Request for Proposals (RFP) to Provide Bank Financing for a Revolving Line of Credit (RLOC) in the amount of \$13 million. On May 15, 2017, the Board adopted Resolution No. 2017-31 authorizing a Revolving Line of Credit Agreement (Agreement) with BBVA of up to \$16 million. On July 17, 2017, the Board adopted Resolution No. 2017-46 approving documents and actions related to the loan agreement with BBVA.

The terms of the current Agreement consist of:

- Loan proceeds of up to \$8,000,000 during Stage 1 (period between execution of the Agreement and the execution of the initial funding agreement with respect to the State Loan, and up to \$16,000,000 during Stage 2 (period of time beginning upon the termination of Stage 1 and continuing until the termination of the Agreement).
- A security pledge by the District of Net Revenues, RUWAP Funds and State Loan Proceeds
- A 36-month term with a maturity date of August 1, 2020.
- Tax-exempt variable interest rate at 65% of 1-month Libor plus a spread of 1.50% (150 basis points).
- Prepayment on any date with no penalty.
- No additional fee on any unused portion.

Discussion/Analysis: Due to the delay in the start up of the Distribution System portion of the RUWAP, there is a need to extend the interim financing term in order to maintain cash-flow needs for the project. District staff and FRA contacted BBVA to request an amendment to the RLOC to March 31, 2022 which coincides with amended construction completion dates within the SRF

Loan Agreements. BBVA was open to extending the RLOC with revision to some of the terms as follows:

- Loan proceeds of up to \$8,000,000 during Stage 1 (period between execution of the Agreement and the execution of the initial funding agreement with respect to the State Loan, and up to \$8,000,000 during Stage 2 (period of time beginning upon the termination of Stage 1 and continuing until the termination of the Agreement).
- Additional 18-month term with a maturity date of March 31, 2022.
- Imposed 1% floor on the index given the current uncertainty in the Market Place.
- Tax-exempt variable interest rate at 79% of 1-month Libor (in line with tax reform changed that occurred January 1, 2018 which changed the corporate tax rate from 35% to 21%) plus a spread of 1.25% (125 basis points).
- Change in rate index to an alternative index rate recommended by the Federal Reserve Board and/or the Federal Reserve Bank of New York if and when LIBOR is discontinued.

All other terms in the current Agreement would stay in affect. A revision of “Parity Debt” was made in the SECTION 3 of the recitals to include the District’s 2019 Certificates of Participation issued in December 2019.

The estimated costs for the RLOC amendment include BBVA for drafting documents and legal review (\$8,000), Fieldman and Rolapp for staff assistance and review (\$5,000), and Jones Hall for District Special Counsel review and Tax Opinion documents (\$7,500) for a total of \$20,500. The amendment cost is less than half of the cost of the current agreement of \$55,000.

Staff therefore recommends the Board approve the first amendment to the loan agreement with BBVA for interim financing of the Regional Urban Water Augmentation Project (RUWAP) pipeline to BBVA Compass Bank.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: Amendment funded by loan draws from the SRF loan with the SWRCB.

Material Included for Information/Consideration: Resolution No. 2020-45; Original Loan Agreement; and, First Amendment of the Loan Agreement.

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

Resolution No _____	Motion By _____	Board Action	Seconded By _____
Ayes _____		Abstained _____	
Noes _____		Absent _____	

July 20, 2020

Resolution No. 2020-45
Resolution of the Board of Directors
Marina Coast Water District
Approving Documents and Actions Relating to the First Amendment to the Loan Agreement
with BBVA Mortgage Corporation for the Interim Financing of the
Regional Urban Water Augmentation Project
Recycled Water Pipeline and Distribution System

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on July 20, 2020, via videoconference pursuant to Gov. Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the Marina Coast Water District (the “District”) owns and operates certain facilities and property for its Water Enterprise and Wastewater Enterprise (collectively, the “Enterprises”), and District wishes to partially finance the construction of the Regional Urban Water Augmentation Project (RUWAP) recycled water pipeline project (the “Project”) with a loan from the California State Water Resources Control Board (the “State Loan”); and,

WHEREAS, in order to provide interim financing for the Project, the District has previously entered into a Loan Agreement dated as of August 1, 2017 (the “2017 Loan Agreement”), between the District and Compass Mortgage Corporation, under which Compass Mortgage Corporation has agreed to provide funding for the Project; and,

WHEREAS, the District has determined that it is in the public interest at this time to continue to provide interim financing for the Project by amending the 2017 Loan Agreement under a First Amendment to Loan Agreement between the District and BBVA Mortgage Corporation, as successor to Compass Mortgage Corporation (the “Lender”), and the District is authorized under Section 31300 of the California Water Code to borrow funds from the Lender under the 2017 Loan Agreement as amended by the First Amendment to Loan Agreement, as provided in this Resolution; and,

WHEREAS, as provided in the 2017 Loan Agreement, as amended, the Loan will be made in two stages, consisting of a first stage in which the Lender will provide up to \$8 million and the principal of and interest on the Loan will be payable from and secured by a pledge of and lien on the net revenues derived from the Enterprises on a parity with other outstanding obligations of the District and by a pledge of and lien on the RUWAP Funds, and a second stage in which the Lender will provide up to \$8 million and the principal of and interest on the Loan will be payable from and secured by a pledge of District Net Revenues and by a pledge of and lien on all proceeds received under the State Loan (the “State Loan Proceeds”); and,

WHEREAS, the Board of Directors of the District wishes at this time to approve all financing documents and official actions required to implement the foregoing transactions, in the public purposes of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Marina Coast Water District as follows:

Section 1. Approval of First Amendment to Loan Agreement. The Board of Directors hereby approves the First Amendment to Loan Agreement under which the Lender will make the Loan to the District for the purpose of providing continued interim financing for the Project. The Board of Directors hereby approves the First Amendment to Loan Agreement in substantially the form on file with the Secretary of the Board together with any changes therein or additions thereto deemed advisable by the President, the General Manager or the Director of Administrative Services (each, an "Authorized Officer"). An Authorized Officer is hereby authorized and directed for and in the name and on behalf of the District to execute the final form of the First Amendment to Loan Agreement, and the Secretary of the Board is hereby authorized and directed to attest the final form First Amendment to the Loan Agreement. Execution of the First Amendment to Loan Agreement by an Authorized Officer shall be conclusive evidence of the approval of any changes therein or additions thereto by such Authorized Officer.

Section 2. Professional Services. The firm of Jones Hall, A Professional Law Corporation, is hereby designated to serve as Bond Counsel to the District in connection with the financing transactions described in this Resolution. An Authorized Officer is hereby authorized and directed to execute an agreement with said firm in the form on file with the District Clerk.

Section 3. Actions to Close the Amended Financing. The President, the Vice President, the General Manager, the Director of Administrative Services, the Secretary of the Board, and all other officers of the District, are authorized and directed in the name and on behalf of the District to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 4. Effective Date. This resolution shall take effect from and after the date of approval and adoption thereof.

PASSED AND ADOPTED on July 20, 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. 2020-45 adopted July 20, 2020.

Keith Van Der Maaten, Secretary

LOAN AGREEMENT

Dated as of August 1, 2017

By and Between

MARINA COAST WATER DISTRICT

And

COMPASS MORTGAGE CORPORATION

Providing for the

UP TO \$16,000,000
RECYCLING PIPELINE PROJECT LOAN

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LOAN AGREEMENT

This LOAN AGREEMENT, (this “Loan Agreement”), dated for convenience as of August 1, 2017, is by and between COMPASS MORTGAGE CORPORATION, an Alabama corporation, with all right and authority to conduct business in the State of California (the “Lender”), and the MARINA COAST WATER DISTRICT, a county water district organized and existing under the laws of the State of California (the “District”);

WITNESSETH:

WHEREAS, the District presently owns and operates certain facilities and property for its Water Enterprise and Wastewater Enterprise (collectively, the “Enterprises”), and desires and intends to partially finance the construction of a recycling pipeline project (the “Project”) with a loan from the California State Water Resources Control Board (the “State Loan”); and

WHEREAS, the District has determined that it is in the public interest at this time to provide interim financing for the Project by obtaining a loan from the Lender (the “Loan”) pursuant to the terms and conditions of this Loan Agreement, and to that end the Lender has agreed to make the Loan pursuant to this Loan Agreement; and

WHEREAS, the District entered into a Reimbursement Agreement for Advanced Water Treatment Phase 1 and Product Water Conveyance Facilities of the RUWAP Recycled Project (the “RUWAP Agreement”), dated September 6, 2016, with Fort Ord Reuse Authority, for the purpose of providing funds to partially finance the Project (the “RUWAP Funds”); and

WHEREAS, during Stage 1, the principal of and interest and redemption premium (if any) on the Loan will be payable, from and secured by a pledge of and lien on the Net Revenues derived from the Enterprises on a basis such that no other obligation shall be secured by a senior claim on the Net Revenues; and

WHEREAS, during Stage 2, the principal of and interest and redemption premium (if any) on the Loan will be payable from and secured by a pledge of and lien on the RUWAP Funds and by a pledge of and lien on all proceeds received under the State Loan (the “State Loan Proceeds”), as expressly set forth in this Loan Agreement; and

WHEREAS, in order to provide for the execution and delivery of this Loan Agreement, to establish and declare the terms and conditions upon which the Loan is to be made and secured, and to secure the payment of the principal thereof, premium (if any) and interest thereon, the District has authorized the execution and delivery of this Loan Agreement; and

WHEREAS, the District is authorized under Section 31300 of the California Water Code and a resolution adopted by the Board of Directors of the District on July 17, 2017 to enter into this Loan Agreement; and

WHEREAS, all things necessary to make the Loan when issued, executed and delivered, the valid and binding obligation of the District, and to constitute this Loan Agreement as a valid pledge of the revenues herein pledged to the payment of the principal of, prepayment premium, if any, and interest on the Loan have been done and performed, as required by law, and the District is now fully authorized to enter into this Loan Agreement, subject to the terms hereof; and

NOW, THEREFORE, THIS LOAN AGREEMENT WITNESSETH, that in order to secure the payment of the principal of and the interest and premium (if any) on the Loan at any time outstanding under this Loan Agreement, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Loan is premised, and in consideration of the premises and of the mutual covenants herein contained and of the making of the Loan by the Lender, and for other valuable considerations, the receipt whereof is hereby acknowledged, the District does hereby covenant and agree, for the benefit of the Lender from time to time of the Loan, as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICABILITY

Section 1.1 Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

“Additional Revenues” means, with respect to the issuance of any Parity Debt, any or all of the following amounts:

(a) An allowance for Net Revenues from any additions or improvements to or extensions of the Enterprises to be made with the proceeds of Parity Debt and also for Net Revenues from any such additions, improvements or extensions which have been made from moneys from any source but in any case which, during all or any part of the latest Fiscal Year or for any more recent consecutive twelve (12) month period selected by the District, were not in service, all in an amount equal to one-hundred percent (100%) of the estimated additional average annual Net Revenues to be derived from such additions, improvements and extensions for the first thirty-six (36) month period in which each addition, improvement or extension is respectively to be in operation, all as shown by the certificate or opinion of an Independent Engineer.

(b) An allowance for Net Revenues arising from any increase in the charges made for service from the Enterprises which has become effective (or adopted but not yet effective) prior to the incurring of Parity Debt but which, during all or any part of the latest Fiscal Year or for any more recent consecutive twelve (12) month period selected by the District, was not in effect, in an amount equal to the total amount by which the Net Revenues would have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or twelve (12) month period, all as shown by the certificate or opinion of an Independent Financial Consultant.

“Assignee” means any entity to whom the rights of the Lender shall be lawfully assigned hereunder.

“Authorized Representative” means the District’s President, Vice President, General Manager, Director of Administrative Services, Secretary, or any other person designated as an Authorized Representative of the District by a Certificate of the District signed by its President, Vice President, General Manager or Director of Administrative Services and filed with the Lender.

“Board” or “Board of Directors” means the Board of Directors of the District.

“Bond Counsel” means (a) Jones Hall, A Professional Law Corporation, and (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income pursuant to Section 103 of the Code.

“Business Day” means a day other than a Saturday, Sunday or a day on which commercial banks in New York, New York are authorized or required by law to close; provided that, for the purposes of determining LIBOR, the term “Business Day” shall also exclude any day on which commercial banks are not open for dealings in dollar deposits in the London interbank market.

“Certificate,” “Request” and “Requisition” of the District means a written certificate, request or requisition signed in the name of the District by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

“Closing Date” means August 3, 2017, the date on which the Loan is funded by the Lender.

“Code” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury regulations, including temporary and proposed regulations relating to each such section that are applicable to the Parity Debt or the use of the proceeds thereof.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District relating to the execution and delivery of this Loan Agreement, including but not limited to filing and recording costs, CDIAAC fees, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, and fees for execution, transportation and safekeeping of this Loan Agreement and charges and fees in connection with the foregoing.

“County” means the County of Monterey, California.

“Date of Taxability” means the date from and for which interest on the Loan Agreement is subject to federal income taxation as a result of a Determination of Taxability.

“Debt Service” means, for any Fiscal Year, the sum of (1) the interest falling due during such Fiscal Year on all Parity Debt that are outstanding under the documents or agreements pursuant to which they were issued, assuming that all outstanding serial Parity Debt is retired as scheduled and that all outstanding term Parity Debt is redeemed from sinking fund payments as scheduled (except to the extent that such interest has been fully capitalized and is invested in Federal Securities that mature at times and in such amounts as are necessary to pay the interest to which such amounts are pledged), (2) the principal amount of all serial Parity Debt (that are outstanding under the documents or agreements pursuant to which they were issued) falling due by its terms during such Fiscal Year, and (3) the minimum principal amount of term Parity Debt (that are outstanding under the documents or agreements pursuant to which they were issued) required to be paid or called and redeemed during such Fiscal Year, together with the redemption premiums, if any, thereon; provided that, (A) whenever interest as described herein accrues at other than a fixed rate, such interest shall be assumed to be a rate equal to the greater of (i) the actual rate on the date of calculation, or if the Parity Debt is not yet outstanding, the initial rate (if established and binding), (ii) if the Parity Debt

has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii) (x) if interest on the Parity Debt is excludable from gross income under the applicable provisions of the Code, the most recently published The Bond Buyer Bond Revenue Index (or comparable index if no longer published) plus one hundred fifty (150) basis points, or (y) if interest is not so excludable, the interest rate on direct U.S. Treasury Obligations with comparable maturities, plus one hundred fifty (150) basis points, (B) for purposes of calculating the Debt Service on this Loan and any Parity Debt requiring a balloon payment at maturity, such interest shall be assumed to be a rate equal to the greater of (i) the actual rate on the date of calculation, or (ii) six percent (6%), and the principal shall be assumed to be fully amortized, solved for substantially level debt service, over a period of fifteen (15) years from the date of calculation, and (C) interest on the outstanding Principal Components of the Loan shall be assumed to be 4.0%.

“Determination of Taxability” means any determination, decision, or decree made by the Internal Revenue Service, or by any court of competent jurisdiction, that as a result of actions or omissions of the District the interest payable on the Loan is includable in the gross income for federal income tax purposes of the Lender; provided, however, that no such Determination of Taxability shall be deemed to have occurred if the District is contesting such determination in good faith and is proceeding diligently to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, or (b) abandonment of such appeal by the District.

“District” means the Marina Coast Water District, a county water district organized and existing under the laws of the State of California.

“Enterprises” means, collectively, the Wastewater Enterprise and the Water Enterprise.

“Event of Default” means an event described in Section 6.1 hereof.

“Event of Termination” means the earliest to occur of: (a) January 31, 2018, if by such date the District has not entered into an initial funding agreement with respect to the State Loan, (b) the date on which the Project is completed and the Lender is notified of such completion, or (c) the Maturity Date.

“Federal Securities” means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; and (b) any obligations the timely payment of principal of and interest on which are fully guaranteed by the United States of America or which are directly or indirectly secured by obligations described in the preceding clause (a).

“Fiscal Year” means any twelve-month period extending from July 1 in one calendar year to June 30 of the succeeding calendar year, both dates inclusive, or any other twelve-month period selected and designated by the District, as applicable, as its official fiscal year period.

“General Manager” means the General Manager of the District, or any other person designated by the General Manager to act on behalf of the General Manager.

“Generally Accepted Accounting Principles” means the generally accepted accounting principles as presented and recommended by the American Institute of Certified Public Accountants

or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“Gross Revenues” means all gross income and revenue received by the District from the ownership and operation of the Enterprises, including, without limiting the generality of the foregoing:

- (a) all *ad valorem* taxes allocable to the Enterprises which are levied upon taxable property in the District by the Board of Supervisors of Monterey County, and which are allocated to the District under the provisions of Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code of the State of California, including all payments, subventions and reimbursements, if any, to the District specifically attributable to taxes lost by reason of tax exemptions and tax rate limitations; but excluding any taxes levied for the sole purpose of providing for payment of principal and interest on any voter-approved indebtedness incurred by the District, which taxes would not otherwise be subject to levy but for the issuance of such indebtedness;
- (b) all amounts levied by the District as a fee for connecting to the Enterprises, as such fee is established from time to time under the applicable laws of the State of California;
- (c) all income, rents, rates, fees, charges and other moneys received for, and all other gross income and receipts derived by the District from, the ownership and operation of the Enterprises or otherwise arising from the Enterprises, including rents received from the Bureau of Land Management;
- (d) the earnings on and income derived from the investment of such income, rents, rates, fees, charges or other moneys to the extent that the use of such earnings and income is limited by or under applicable law to the Enterprises;
- (e) the proceeds derived by the District directly or indirectly from the sale, lease or other disposition of a part of the Enterprises as permitted hereunder; and
- (f) amounts transferred from the Rate Stabilization Fund to the Enterprise Funds in any Fiscal Year.

The term “Gross Revenues” does not include (i) customers’ deposits or any other deposits subject to refund until such deposits have become the property of the District, and (ii) the proceeds of any special assessments or special taxes levied upon real property within any

improvement district for the purpose of paying special assessment bonds or special tax obligations of the District relating to the Enterprises.

“Independent Certified Public Accountant” means any firm of certified public accountants appointed by the District that is independent according to the Statement of Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Independent Engineer” means any registered engineer or firm of engineers generally recognized to be well-qualified in engineering matters relating to water systems similar to the Enterprises, appointed and paid by the District, and who or each of whom:

- (1) is in fact independent and not under the domination of the District;
- (2) does not have a substantial financial interest, direct or indirect, in the District; and
- (3) is not connected with the District as a board member, officer or employee of the District, but may be regularly retained to make reports to the District.

“Independent Financial Consultant” means a financial consultant qualified in the field of municipal finance, appointed and paid by the District, and who:

- (1) is in fact independent and not under the domination of the District or any member thereof;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the District; and
- (3) is not connected with the District as an officer or employee of the District or any member thereof, but may be regularly retained to audit the accounting records of and make reports thereon to the District.

“Insurance Consultant” means any nationally recognized independent actuary, insurance company or broker that has actuarial personnel knowledgeable with respect to insurance carried, by, required for and available to special districts operating facilities similar to the Enterprises, including a pooled self-insurance program in which premiums are established on the basis of the recommendation of an actuary of national reputation.

“Interest Account” means the account by that name in the Loan Payment Fund established pursuant to Section 4.3 hereof.

“Interest Component” means the interest that accrues on the Principal Components then outstanding based on the interest rate then in effect, as set forth in Section 4.2 and as may be adjusted to the Taxable Rate or the Loan Payment Default Rate, with such interest due monthly on each Loan Payment Date for so long as any Principal Components are outstanding.

“Interest Period” means, initially, the period from the Closing Date up to but not including the first Payment Date, and thereafter, each period from a Payment Date up to but not including the next subsequent Payment Date.

“Lender” means (a) initially, Compass Mortgage Corporation, an Alabama corporation, or (b) any Assignee. Whenever in this Loan Agreement any reference is made to the Lender and such reference concerns rights which the Lender has assigned to the Assignee, such reference shall be deemed to refer to the Assignee.

“LIBOR” means for each Interest Period, a rate per annum obtained by dividing (a) the London Interbank Offered Rate, as determined by ICE Benchmark Administration Limited (ICE) (or any successor or substitute therefor) for dollar deposits for a one-month period as obtained by Lender from Reuter's, Bloomberg or another commercially available source as may be designated by Lender from time to time, two (2) Business Days before the first day of such Interest Period (or if no such rate is stated on that date, the rate stated on the day most immediately preceding the date of determination on which a rate was stated), as adjusted from time to time in Lender's sole discretion for then-applicable reserve requirements, deposit insurance assessment rates and other regulatory costs, by (b) a number equal to 1.00 minus the LIBOR Reserve Percentage. Notwithstanding the foregoing, LIBOR shall not in any event be less than zero percent (0.00%).

“Loan” means the loan of up to \$8,000,000 outstanding during Stage 1 and up to \$16,000,000 outstanding during Stage 2, as of any date made pursuant to this Loan Agreement.

“Loan Agreement” means this Loan Agreement, dated as of August 1, 2017, between the Lender and the District.

“Loan Payment Default Rate” means, with respect to late Loan Payments, a rate of interest equal to the then current interest rate set forth in Section 4.2 plus 5.00 percent (i.e., 500 basis points) per annum, or any lesser maximum rate as may be required by law.

“Loan Payment Date” or “Payment Date” means the first day of each month, commencing October 1, 2017 for so long as Principal Components are outstanding, and continuing to and including the Maturity Date, unless another Event of Termination has earlier occurred, provided that if any Loan Payment Date shall fall on a non-Business Day, the Loan Payment Date shall be the next succeeding Business Day and interest on such payment shall accrue to such next succeeding Business Day.

“Loan Payment Fund” means the fund by that name established and maintained pursuant to Section 4.3 hereof.

“Loan Payments” means all payments required to be paid by the District on each Loan Payment Date pursuant to Section 4.2 and on the Maturity Date, and including any prepayment thereof pursuant to Section 3.4 or 3.5 hereof.

“Loan Proceeds” means the amounts received by the District from the Lender pursuant to the Loan during the life of the Loan.

“Maintenance and Operation Costs” means costs paid or incurred by the District for maintaining and operating the Enterprises, determined in accordance with generally accepted accounting principles, including but not limited to (a) all reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Enterprises in good repair and working order, (b) all administrative costs of the District that are charged directly or apportioned to the operation of the Enterprises, such as salaries and wages of employees,

overhead, taxes (if any) and insurance, and (c) administrative costs which the District is required to pay hereunder or under any instruments relating to Parity Debt. “Maintenance and Operation Costs” do not include (i) payments of debt service on bonds, notes, contracts or other obligations issued by the District with respect to the Enterprises, (ii) depreciation, replacement and obsolescence charges or reserves therefor, and (iii) amortization of intangibles or other book-keeping entries of a similar nature.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District, (b) the ability of the District to carry out its business in the manner conducted as of the date of this Loan Agreement or to meet or perform its obligations under this Loan Agreement on a timely basis, or the (c) the validity or enforceability of this Loan Agreement.

“Material Litigation” means any action, suit, proceeding, inquiry or investigation against the District in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the District has notice or knowledge and which, (i) if determined adversely to the District, may have a Material Adverse Effect, (ii) seek to restrain or enjoin any of the transactions contemplated hereby, or (iii) may adversely affect (A) the exclusion of interest with respect to the Loan from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the District to perform its obligations under this Loan Agreement.

“Maturity Date” shall be August 1, 2020.

“Maximum Annual Debt Service” means the greatest amount of Debt Service with respect to the Parity Debt to which reference is made coming due in any Fiscal Year including the Fiscal Year in which the calculation is made or any subsequent Fiscal Year.

“Net Proceeds” means insurance proceeds or an eminent domain award (including any proceeds of sale to a governmental entity under threat of the exercise of eminent domain powers), paid with respect to the Project or the Enterprises, to the extent remaining after payment therefrom of all expenses incurred in the collection thereof.

“Net Revenues” means, for any period, an amount equal to all of the Gross Revenues received during such period minus the amount required to pay all Maintenance and Operation Costs coming payable during such period.

“Parity Debt” means the Loan and corresponding Loan Payments, the 2015 Bonds, and all other bonds, notes, loan agreements, installment sale agreements, leases, or other obligations of the District which are or will be payable from and secured by a pledge of and lien upon any of the Net Revenues issued or incurred on a parity with the Loan, issued in accordance with Section 5.13 hereof.

“Permitted Investments” means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

- (a) Federal Securities;

- (b) obligations of any federal agency which represent full faith and credit of the United States of America, or which are otherwise rated “AAA” by S&P at the time of investment;
- (c) U.S. dollar denominated deposit accounts federal funds and banker’s acceptances with domestic commercial banks, which may include the Trustee, its parent holding company, if any, and their affiliates, which have a rating on their short term certificates of deposit on the date of purchase of “A” or better by S&P at the time of investment, maturing no more than 360 days after the date of purchase, provided that ratings on holding companies are not considered as the rating of the bank;
- (d) commercial paper which is rated at the time of purchase in the single highest classification, “A” or better by S&P at the time of investment, and which matures not more than 270 calendar days after the date of purchase;
- (e) investments in a money market fund, including those of an affiliate of the Trustee, rated in the highest short-term rating category by S&P at the time of investment, including funds for which the Trustee, its parent holding company, if any, or any affiliates or subsidiaries of the Trustee or such holding company provide investment advisory or other management services;
- (f) investment agreements with financial institutions whose long-term general credit rating is A or better from S&P at the time of investment, by the terms of which the Trustee may withdraw funds if such rating falls below “A”; and
- (g) the Local Agency Investment Fund of the State of California, created under Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name.

“Principal Account” means the account by that name in the Loan Payment Fund established pursuant to Section 4.3 hereof.

“Principal Component” means the amounts drawn as Loan Proceeds under the Loan.

“Project” shall have the meaning set forth in the Recitals hereto.

“Rate Stabilization Fund” means any fund established and held by the District as a fund for the stabilization of rates and charges imposed by the District with respect to the Enterprises.

“Request of the District” or “Written Request” means a request in writing signed by the President, Vice President, General Manager, Director of Administrative Services, or Secretary, or by any other officer of the District duly authorized for that purpose.

“Resolution” means the Resolution adopted by the Board of Directors of the District on July 17, 2017, authorizing the execution and delivery of this Loan Agreement, and otherwise providing for the execution and delivery of the Loan.

“RUWAP Agreement” shall have the meaning set forth in the recitals hereto.

“RUWAP Funds” shall have the meaning set forth in the recitals hereto.

“Stage 1” means that period of time beginning upon the execution and delivery of this Loan Agreement and continuing until the execution of an initial funding agreement with respect to the State Loan.

“Stage 2” means that period of time beginning upon the termination of Stage 1 and continuing until the termination of this Loan Agreement.

“State” means the State of California.

“State Loan” shall have the meaning set forth in the Recitals hereto.

“State Loan Prepayment Default Rate” means with respect to failures to timely prepay Principal Components from State Loan Proceeds, as required by Section 3.4, an interest rate of 5.00 percent (i.e., 500 basis points) per annum which is applied to those Principal Components which were required to be prepaid pursuant to Section 3.4 but which remain unpaid for 25 days after the receipt by the District of the applicable State Loan Proceeds, as set forth in Section 4.7 and which will continue to be applied until such Principal Components are prepaid.

“State Loan Proceeds” shall have the meaning set forth in the Recitals hereto.

“Subordinate Debt” means the outstanding \$8,495,000 aggregate original principal amount of Marina Coast Water District 2010 Subordinate Enterprise Revenue Refunding Bonds, and any other indebtedness or other obligations (including but not limited to leases and installment sale agreements) hereafter issued or incurred and secured by a pledge of and lien on Net Revenues subordinate to the pledge and lien securing the Loan Payments and any other Parity Debt.

“Tax Regulations” means temporary and permanent regulations promulgated under or with respect to Sections 103, 141, 148 and all related sections of the Code.

“Taxable Rate” shall have the meaning set forth in Section 5.21.

“Term” or “Term of this Loan Agreement” means the time during which this Loan Agreement is in effect, as provided in Section 3.3 hereof.

“Termination Date” means the date on which the Loan and this Loan Agreement shall be terminated, and shall occur after an Event of Termination and only after all amounts due hereunder have been paid.

“Wastewater Enterprise” means the entire wastewater collection, treatment and disposal system owned or operated by the District, including but not limited to all facilities, properties and improvements at any time owned or operated by the District for the collection, treatment and disposal of wastewater within the service area of the District, together with any necessary lands,

rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto hereafter acquired, constructed or installed by the District.

“Water Enterprise” means the entire water supply, storage and distribution system of the District, including but not limited to all facilities, properties and improvements at any time owned, controlled or operated by the District for the supply, treatment and storage of water to residents of the District and adjacent areas, and any necessary lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements thereto at any time acquired, constructed or installed by the District.

“2015 Bonds” means the District’s outstanding \$29,840,000 2015 Senior Lien Enterprise Revenue Refunding Bonds, Tax-Exempt Series A.

Section 1.2 Liability of District Limited to Net Revenues and State Loan Proceeds. Notwithstanding anything to the contrary contained in this Loan Agreement, the District shall not be required to advance any money derived from the proceeds of any taxes collected for the use and benefit of the District, or from any source of income other than the Net Revenues, RUWAP Funds and the State Loan Proceeds, for the payment of the principal of or interest on the Loan or for the performance of any covenants herein contained, nor for the maintenance and operation of the Enterprises from any source of income other than the Gross Revenues. The District may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose without incurring any indebtedness. The Loan shall be payable exclusively from the Net Revenues, RUWAP Funds and the State Loan Proceeds as provided in this Loan Agreement. The credit or taxing power of the District is not pledged for the payment of the Loan or its interest. The Lender shall never have the right to compel the exercise of the taxing power of the District. The principal of and interest on the Loan shall not be a debt of the District, nor a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the District or any of its income, receipts, or revenues, except the Net Revenues, RUWAP Funds and the State Loan Proceeds pledged to the payment thereof as provided in this Loan Agreement.

Section 1.3 Benefits of Loan Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the District and the Lender any right, remedy or claim under or pursuant hereto. Any agreement or covenant required herein to be performed by or on behalf of the District shall be for the sole and exclusive benefit of the Lender.

Section 1.4 Successor Is Deemed Included in all References to Predecessor. Whenever the District is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the District, and all agreements and covenants required hereby to be performed by or on behalf of the District shall bind and inure to the benefit of the successors thereof whether so expressed or not.

Section 1.5 Waiver of Personal Liability. No member of the Board and no officer, agent, or employee of the District, or of any department or agency thereof, shall be individually or personally liable for the payment of the principal of or interest on the Loan, but nothing contained herein shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or hereby.

Section 1.6 Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be

solely for convenience of reference and shall not affect the meaning, construction or effect hereof. Words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith" and other words of similar import refer to the Loan Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 1.7 Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the District shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or the Loan; but the Lender shall retain all the rights and benefits accorded to it under any applicable provisions of law. The District hereby declares that it would have adopted this Loan Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

ARTICLE II

COVENANTS, REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the District. The District makes the following covenants, representations and warranties to the Lender as of the date of the execution and delivery of this Loan Agreement:

(a) The District is a county water district duly organized and existing under the laws of the State of California.

(b) The District has full legal right, power and authority under the laws of the State to adopt the Resolution and to enter into this Loan Agreement and to enter into the transactions contemplated herein, and to carry out its obligations under the Loan Agreement and the transactions contemplated herein, and to carry out its obligations hereunder and under the Resolution.

(c) With the exception of the pledge of the Net Revenues, RUWAP Funds and the State Loan Proceeds relating to the Loan made hereunder and in connection with any other Parity Debt (in the case of Net Revenues and RUWAP Funds regarding other costs related to the Project), the Net Revenues, RUWAP Funds and the State Loan Proceeds have not otherwise been pledged to make payments, and there are no other liens against the Net Revenues, RUWAP Funds and the State Loan Proceeds, senior to, or on parity with, the Loan Payments.

(d) By all necessary official action, the District has duly adopted the Resolution, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, this Loan Agreement and the consummation by it of all other transactions contemplated by this Loan Agreement and the Resolution. When executed and delivered by the District, this Loan Agreement and the Loan will be in full force and effect and will constitute legal, valid and binding agreements or obligations of the District, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or

similar laws or equitable principles relating to or limiting creditors rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(e) The District's audited financial statements for the period ended June 30, 2016, presents fairly the financial condition of the District and the Enterprises as of the date hereof and the results of operation for the period covered thereby. Except as has been disclosed to the Lender, there has been no change in the financial condition of the District or the Enterprises since June 30, 2016, that will materially impair its ability to perform its obligations under this Loan Agreement. All information provided by the District to the Lender with respect to the financial performance of the Enterprises is accurate in all material respects as of its respective date and does not omit any information necessary to make the information provided not misleading.

(f) As currently conducted, the District's activities with respect to the Enterprises are in all material respects in compliance with all applicable laws, administrative regulations of the State of California and of the United States and any agency or instrumentality of either, and any judgment or decree to which the District is subject.

(g) The District is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either or any judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject (including, without limitation, the Resolution and this Loan Agreement), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the adoption of the Resolution, the execution, delivery and making of the Loan and the execution and delivery of this Loan Agreement and compliance with the District's obligations herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, agreement, mortgage, lease or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instruments, except as provided by the Resolution and this Loan Agreement.

(h) No action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, is pending or, to the best of the District's knowledge, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; (ii) affecting or seeking to prohibit, restrain or enjoin the making, execution or delivery of the Loan or this Loan Agreement or the application of the proceeds of the Loan; (iii) in any way contesting or affecting, as to the District, the validity or enforceability of the Resolution, the Loan or this Loan Agreement; (iv) in any way contesting the powers of the District or its authority with respect to make or delivery of the Loan, the adoption of the Resolution, or the execution and delivery of this Loan Agreement; (v) contesting the exclusion from gross income of interest on the Loan for federal income tax purposes; or (vi) in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby or that might materially adversely affect the ability of the District to perform and satisfy its obligations under the Loan or this Loan Agreement;

nor to the best of the District's knowledge is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the proceedings authorizing the Resolution, the Loan or this Loan Agreement or the performance by the District of its obligations thereunder, or the authorization, execution, delivery or performance by the District of the Loan, the Resolution or this Loan Agreement.

(i) The District is not in default, and at no time has defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(j) All consents, approvals, authorizations, orders, licenses or permits of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter, that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the making or accepting of the Loan and the execution, delivery of and performance of this Loan Agreement by the District have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made).

(k) The District has the legal authority to apply and will apply, or cause to be applied, the proceeds from the Loan as provided in and subject to all of the terms and provisions of the governing law, the Resolution and this Loan Agreement, and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Loan.

(l) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(m) Any certificate, signed by any official of the District authorized to do so in connection with the transactions described in this Loan Agreement, shall be deemed a representation and warranty by the District to the Lender as to the statements made therein.

(n) Since the most current date of the information, financial or otherwise, supplied by the District to the Lender:

(i) There has been no change in the assets, liabilities, financial position or results of operations of the District which might reasonably be anticipated to cause a Material Adverse Effect;

(ii) The District has not incurred any obligations or liabilities which might reasonably be anticipated to cause a Material Adverse Effect; and

(iii) The District has not (A) incurred any material indebtedness, other than the Loan Payments and trade accounts payable arising in the ordinary course of the District's business, or (B) guaranteed the indebtedness of any other person.

(o) The RUWAP Agreement is in full force and effect and the District is able to pledge and use the RUWAP Funds for the purposes of making payments on the Loan, as more fully set forth in this Loan Agreement.

(p) The District has applied for the State Loan, expects to use the State Loan Proceeds, if and when received, first for the purpose of making payments under this Loan Agreement and is not aware of any reason why the State Loan Proceeds could not be used for such purpose.

Section 2.2 Representations and Warranties of the Lender. The Lender makes the following covenants, representations and warranties to the District as of the date of the execution and delivery of this Loan Agreement:

(a) The Lender has been duly organized and is validly existing as a corporation under the laws of the State of Alabama with full corporate power to enter into and undertake its duties and obligations hereunder.

(b) The execution, delivery and performance of this Loan Agreement has been duly authorized by all necessary corporate actions on the part of the Lender and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Loan Agreement does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lender is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Lender, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lender to perform its obligations under this Loan Agreement.

(e) The Lender will deliver to the District a certificate substantially in the form set forth in Exhibit A attached hereto.

ARTICLE III

TERMS OF THE LOAN

Section 3.1 Loan Proceeds. The Lender hereby agrees to lend to the District, and the District hereby agrees to borrow from the Lender, up to \$8,000,000 outstanding hereunder on any date during Stage 1, and up to \$16,000,000 outstanding hereunder on any date during Stage 2. Subject to the limits set forth in the preceding sentence, the District may continuously borrow and repay principal under this Loan Agreement. The District's ability to borrow moneys hereunder and under the Loan shall terminate on the date that is twenty (20) days prior to the Maturity Date.

Section 3.2 Deposit and Application of Loan Proceeds. Any draws on the Loan shall be made by the Lender to the District in immediately available funds within 5 Business Days of the Lender receiving a Request of the District setting forth the amount of such draw. Such request of the District shall include wire instructions and the District hereby instructs, and the Lender hereby agrees, to wire Loan Proceeds directly to the District pursuant to such instructions.

Section 3.3 Term of the Loan. The Term of this Loan Agreement shall commence on the Closing Date, and shall end on the Termination Date.

Section 3.4 Optional Prepayment. The Principal Components of the Loan may be prepaid, in whole or in part, on any date prior to twenty (20) days prior to the Maturity Date at a redemption price equal to the principal amount of the Principal Components to be prepaid, plus accrued interest thereon to the date fixed for prepayment, without premium.

Section 3.5 Extraordinary Prepayment. Within fifteen (15) days of receipt of any State Loan Proceeds, the District shall use such proceeds to prepay Principal Components then outstanding at a redemption price equal to the principal amount of such Principal Components being prepaid plus accrued interest thereon to the date fixed for prepayment, without premium.

Section 3.6 Prepayment upon Casualty Loss. During Stage 1, at the District's option, and upon thirty (30) days' prior written notice to the Lender, the Loan shall be subject to prepayment as a whole or in part on any date, from the Net Proceeds of casualty insurance received pursuant to Section 5.6(a) at a prepayment price equal to the sum of the principal prepaid plus accrued interest thereon to the date fixed for prepayment, without premium.

Section 3.7 Execution of the Loan Agreement. The execution of this Loan Agreement by an Authorized Representative shall constitute conclusive evidence of such officers' and the Board's approval hereof, including any changes, insertions, revisions, corrections, or amendments as may have been made hereto.

Section 3.8 Assignment by the Lender. The Lender may assign its rights, title and interests herein, but no such assignment will be effective as against the District unless and until the Lender has filed with the District at least ten Business Days' prior written notice thereof and an executed copy of an investor's letter addressed to the District and the Lender substantially in the form of the letter delivered by the Lender on the Closing Date attached hereto as Exhibit A. The District shall pay all Loan Payments hereunder to the Lender, as provided in Section 4.2 hereof, or under the written direction of the Assignee named in the most recent assignment or notice of assignment filed with the District. During the term of this Loan Agreement, the District and Lender shall each keep a complete and accurate record of all such notices of assignment.

Section 3.9 Closing Conditions. The Lender has entered into this Loan Agreement in reliance upon the representations and warranties of the District contained in this Loan Agreement and to be contained in the documents and instruments to be delivered on the Closing Date and upon the performance by the District of the obligations of the District pursuant to this Loan Agreement at or prior to the Closing Date. Accordingly, the obligation of Lender to consummate the Loan and execute this Loan Agreement is subject to the fulfillment to the reasonable satisfaction of the Lender of the following conditions:

(a) The representations and warranties of the District contained in this Loan Agreement shall be true, complete and correct on the Closing Date.

(b) All representations, warranties and covenants made herein, and in certificates or other instruments delivered pursuant hereto or in connection herewith, shall be deemed to have been relied upon by the Lender notwithstanding any investigation heretofore or hereafter made by the Lender or on their behalf.

(c) On the Closing Date, the Resolution and this Loan Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Lender.

(d) On the Closing Date, the District will have adopted and there will be in full force and effect such resolutions as in the opinion of Bond Counsel and counsel to the Lender shall be necessary in connection with the transactions contemplated by this Loan Agreement, and all necessary action of the District relating to the issuance of the Loan will have been taken, will be in full force and effect and will not have been amended, modified or supplemented, except as may have been agreed to in writing by the Lender.

(e) At or prior to the Closing Date, the Lender will have received the following documents:

(i) the approving opinion or opinions, dated the Closing Date and addressed to the Lender, of Bond Counsel in form and content satisfactory to the Lender, to the effect that (I) the interest on the Loan is excluded from gross income for State and federal income tax purposes, (II) the Loan Agreement has been duly authorized, executed and delivered by the District and is a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject to customary exceptions for bankruptcy and judicial discretion, (III) the RUWAP Agreement is in full force and effect, and is a legal, valid and binding obligation of the District, enforceable in accordance with its terms, subject to customary exceptions for bankruptcy and judicial discretion, (IV) the District is permitted to pledge and use the RUWAP Funds for the purpose of making payments on the Loan, as more fully set forth in this Loan Agreement, (V) the State Loan Proceeds may be legally used for the purposes set forth in this Loan Agreement; and (IV) this Loan Agreement represents a valid and legal pledge on the Net Revenues as set forth herein.

(ii) a certificate or certificates, dated the date of the Closing and signed on behalf of the District by an Authorized Representative, to the effect that (I) the representations and warranties contained in this Loan Agreement are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the Closing Date; (II) no litigation of any nature is then pending or, to his or her knowledge, threatened, seeking to restrain or enjoin the issuance and delivery of this Loan Agreement or the levy or collection of revenues to pay the principal thereof and interest thereon, questioning the proceedings and authority by which such pledge is made, affecting the validity of the Loan Agreement or contesting the existence or boundaries of the District or the title of the present officers to their respective offices; (III) no authority or proceeding for the issuance of the Loan or the execution and delivery of this Loan Agreement has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Loan has or have been filed with or received by the District; and (IV) the District has complied with all the agreements and covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing Date;

(iii) a conformed certified copy of the Resolution;

(iv) the items required by the Resolution as conditions for execution and delivery of the Loan;

(v) a non-arbitrage tax certificate of the District, in form and substance satisfactory to Bond Counsel;

(vi) the filing copy of the Information Return Form 8038-G;

(vii) the opinion of the General Counsel to the District, dated the Closing Date, addressed to the Lender and Bond Counsel, to the effect that:

(A) the District is a county water district duly organized and existing under the laws of the State of California, and has all requisite power and authority thereunder: (a) to adopt the Resolution, and to enter into, execute, deliver and perform its covenants and agreements under this Loan Agreement; (b) to make, execute and deliver the Loan; (c) to pledge the Net Revenues, RUWAP Funds and the State Loan Proceeds as contemplated by this Loan Agreement; and (d) to carry on its activities as currently conducted;

(B) the Resolution has been duly adopted at a regular meeting of the governing body of the District on July 17, 2017, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, is in full force and effect, and, except as expressly otherwise provided, has not been amended, modified, or supplemented;

(C) the adoption of the Resolution, and the execution, delivery, and performance by the District of its obligations under this Loan Agreement, and the compliance with the provisions hereof on the terms and conditions therein, to the best of such counsel's knowledge after due inquiry, will not conflict with or violate or contravene any order or decree of any California constitutional, statutory or regulatory provision, court, tribunal, governmental authority, bureau, or agency, or violate or cause a default under any mortgage, trust agreement, contract, or other agreement to which the District is a party or that is binding upon it or any of its respective property;

(D) this Loan Agreement has been duly authorized, executed, and delivered by the District and, assuming due authorization and execution by any other applicable parties thereto, constitutes the valid and binding obligation of the District, enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought;

(E) to the best of such counsel's knowledge after due inquiry (1) there are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, governmental agency, public board, or body, pending or threatened against either the District, in any way affecting the titles of the officials of the District to their respective positions, or seeking to restrain or enjoin the execution and delivery of the Loan Agreement, the collection or application or the Net Revenues, RUWAP Funds or State Loan Proceeds, or the payment of principal of and interest on the Loan, or in any way contesting the validity or enforceability of the Loan Agreement, or in any way questioning the proceedings and authority by which the pledge of Net Revenues, RUWAP Funds or State Loan Proceeds is made, or affecting the validity of the Loan Agreement; and (2) no authority or proceedings for the execution and delivery of the Loan Agreement has been repealed, revoked or rescinded, and no petition or petitions to revoke or alter the authorization to execute and deliver the Loan Agreement or to make the Loan, has been filed with or received by the District;

(F) to the best of such counsel's knowledge after due inquiry, no authorization, approval, consent or other order of the State or any other government entity, other than

such authorizations, approvals and consents which have been obtained, is required for the valid authorization, execution and delivery by the District of the Loan Agreement;

(G) To the best of such counsel's knowledge after due inquiry, the District is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, trust agreement, bond, note, resolution, agreement or other instrument to which the District is a party or is otherwise subject, which breach or default would materially adversely affect the District's ability to enter into or perform its obligations under the Loan Agreement, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument and which would materially adversely affect the District's ability to enter into or perform its obligations under the Loan Agreement; and

(viii) such additional legal opinions, certificates, instruments and other documents as the Lender or its counsel may reasonably request to evidence the truth and accuracy, as of the date of this Loan Agreement and as of the Closing Date, of the representations, warranties, agreements and covenants of the District contained herein and the due performance or satisfaction by the District at or prior to the Closing Date of all agreements then to be performed and all conditions then to be satisfied by the District.

ARTICLE IV

SECURITY

Section 4.1 Pledge of Net Revenues, RUWAP Funds and State Loan Proceeds. The District hereby irrevocably pledges all of the Net Revenues, RUWAP Funds and the State Loan Proceeds and amounts on deposit in the Loan Payment Fund to the punctual payment and prepayment of the Principal Components and the Interest Components due hereunder. During Stage 1, this pledge shall constitute a first lien on, and the Loan shall be payable from, the Net Revenues and the RUWAP Funds in accordance with the terms hereof and such lien on the Net Revenues shall be on parity with the lien on Net Revenues that secures the payment of other Parity Debt. During Stage 2, this pledge shall constitute a first lien on, and the Loan shall be payable from, the RUWAP Funds and the State Loan Proceeds in accordance with the terms hereof. The Net Revenues, RUWAP Funds and State Loan Proceeds will not be used for any purpose other than those contemplated herein while any of the Loan Payments are unpaid, with the exception of RUWAP Funds to be used in connection with eligible costs for the Project.

Section 4.2 Repayment of the Loan. The District hereby agrees to repay the Principal Components of the Loan in the aggregate principal amount of up to \$8,000,000 outstanding on any date during Stage 1 and of up to \$16,000,000 outstanding on any date during Stage 2, by no later than the Maturity Date, together with all Interest Components when due. Such repayment shall come from Net Revenues and RUWAP Funds during Stage 1 and from RUWAP Funds and State Loan Proceeds during Stage 2. The outstanding Principal Components shall bear interest at a variable rate equal to 65.01% of the 30-Day LIBOR plus 1.50% (150 basis points) [(65.01% X 30-Day LIBOR + 1.50%)], identified by the Lender to the District (except during any period during which interest is payable at the Loan Payment Default Rate or the Taxable Rate), based on twelve thirty-day months. Interest Components are to be paid monthly on each Loan Payment Date. The Interest Rate shall reset on the first Business Day of each month beginning on October 1, 2017. The Lender shall send an invoice to the District twenty (20) days prior to a Loan Payment Date stating the amount due on

such Loan Payment Date. If the amount of outstanding Principal Components changes after an invoice is sent but prior to the applicable Loan Payment Date, the invoice relating to the following Loan Payment Date shall account for any changes in interest owed as the result of such change in the amount of outstanding Principal Components. The District may prepay all Principal Components in accordance with Sections 3.4, 3.5 or 3.6 at least twenty (20) days prior to the Maturity Date, but all Principal Components outstanding on the Maturity Date shall be immediately due and payable on the Maturity Date.

Anything to the contrary in this Loan Agreement notwithstanding, from and after a Date of Taxability following a Determination of Taxability, the Loan shall bear interest at a taxable rate, as provided in Section 5.21 hereof.

Anything to the contrary in this Loan Agreement notwithstanding, ten (10) days after the failure to timely make a payment due hereunder, the Loan shall bear interest at the Loan Payment Default Rate, as provided in Section 4.7 hereof.

So long as the Loan is owned by Compass Mortgage Corporation, all principal and interest payments with respect to the Loan shall be made by wire transfer using the following wiring instructions (unless the District shall receive subsequent wiring instructions from Compass Mortgage Corporation or Assignee, as the case may be):

Payments by wire:
Compass Bank
ABA#: 113010547
For Credit to: GL No. 90173036
Loan Name: Marina Coast
BBI: DO NOT POST. CONTACT LDFC
LDFCPublicFinance.us@BBVA.com
Reference: LDFC Public Finance

Section 4.3 Gross Revenues; Establishment and Application of Loan Payment Fund.

The District hereby covenants and agrees to establish, maintain and hold in trust a separate special trust fund to be designated the “Loan Payment Fund” (herein referred to as the “Loan Payment Fund”) so long as the Loan remains outstanding. Within the Loan Payment Fund the District shall establish and maintain a separate Interest Account, Principal Account and Redemption Account therein. The Loan Payment Fund shall be kept separate and apart from all other funds and accounts held by the District and shall be administered as provided herein.

(a) During Stage 1, the District hereby covenants and agrees that all Net Revenues, when and as received, will be received and held by the District in trust for the benefit of the Lender and owners of any Parity Debt and Subordinate Debt. During Stage 1, all Gross Revenues shall be disbursed, allocated and applied solely to pay all Maintenance and Operation Costs of the Enterprises from Gross Revenues as they become due and payable. The District shall annually prepare a budget for Maintenance and Operation Costs.

(b) During Stage 1, all Net Revenues remaining after payment of all Maintenance and Operation Costs shall be used to make payments, when due, first on the Loan and all other Parity Debt, on a pro rata basis, and then on other debt and expenses of the District, including Subordinate

Debt. In addition, during Stage 1, all RUWAP Funds are hereby pledged to make payments when due, first on the Loan and then on other costs related to the Project.

(c) During Stage 2, all RUWAP Funds are hereby pledged to make payments when due, first on the Loan and then on other costs related to the Project.

(d) The portion of the Net Revenues and the RUWAP Funds used to make payments hereunder in either Stage 1 or Stage 2, as applicable, shall be deposited into the Loan Payment Fund. Within ten (10) Business Days of each Loan Payment Date, such Net Revenues and RUWAP Funds, as applicable, shall be transferred by the District from the Loan Payment Fund to make any payments of Interest Components and/or Principal Components due on such Loan Payment Date and allocated to the following respective accounts (each of which the District shall establish and maintain within the Loan Payment Fund), in the following order of priority, the requirements of each such account (including the funding of any deficiencies in any such account resulting from insufficient Net Revenues and RUWAP Funds necessary to make any earlier required deposit) at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(1) Interest Account. Prior to each Loan Payment Date, the District shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to equal the amount of interest becoming due and payable hereunder on such Loan Payment Date. No deposit need be made into the Interest Account if the amount contained therein is at least equal to the interest becoming due and payable hereunder on such Loan Payment Date. All moneys in the Interest Account shall be used and withdrawn by the District solely for the purpose of paying the Interest Components as the same shall become due and payable.

(2) Principal Account. Prior to the Maturity Date, the District shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the Principal Components then outstanding. All moneys in the Principal Account shall be used and withdrawn by the District solely for the purpose of paying the Principal Components on the Maturity Date.

(3) Redemption Account. The District shall establish and maintain a Redemption Account, amounts in which shall be used and withdrawn by the District solely for the purpose of paying the principal, interest and premium (if any) on the Principal Components to be redeemed pursuant to Sections 3.4, 3.5 or 3.6, as applicable.

Section 4.4 Rebate Fund. The District shall establish the Rebate Fund and shall comply with the requirements below. All money at any time deposited in the Rebate Fund shall be held by the District in trust, for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section and the applicable Tax Certificate, unless the District obtains an opinion of Bond Counsel that the exclusion from gross income of interest on the Loan will not be adversely affected for federal income tax purposes if such requirements are not satisfied.

(a) Excess Investment Earnings.

(i) Computation. Within 55 days of the end of each fifth Computation Year with respect to the Loan, the District shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations (taking into account any applicable exceptions with respect to the computation of the

rebtable arbitrage, described, if applicable, in the Tax Certificate (e.g. the temporary investments exception of Section 148(f)(4)(B) and the construction expenditure exception of Section 148(f)(4)(C) of the Code), for this purpose treating the last day of the applicable Computation Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (the “Rebtable Arbitrage”). The District shall obtain expert advice as to the amount of the Rebtable Arbitrage to comply with this Section.

(ii) Transfer. Within 55 days of the end of each fifth Computation Year with respect to the Loan, an amount shall be deposited to the Rebate Fund by the District from any legally available funds, including the other funds and accounts established herein, so that the balance in the Rebate Fund shall equal the amount of Rebtable Arbitrage so calculated in accordance with clause (i) of this Section 4.4(a). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, the District shall withdraw the excess from the Rebate Fund and then credit the excess to the Loan Payment Fund.

(iii) Payment to the Treasury. The District shall pay to the United States Treasury, out of amounts in the Rebate Fund.

(X) Not later than 60 days after the end of (A) the fifth Computation Year with respect to the Loan, and (B) each applicable fifth Computation Year thereafter, an amount equal to at least 90% of the Rebtable Arbitrage calculated as of the end of such Computation Year; and

(Y) Not later than 60 days after the payment of all the Loan, an amount equal to 100% of the Rebtable Arbitrage calculated as of the end of such applicable Computation Year, and any income attributable to the Rebtable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source, including the other funds and accounts established herein, equal to such deficiency in the Rebate Fund prior to the time such payment is due. Each payment required to be made pursuant to this Subsection 4.4(a)(iii) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T prepared by the District, or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption, if any, and payment of the Loan and the payments described in Section 4.4(a)(iii), shall be utilized in any manner by the District.

(c) Survival of Defeasance. Notwithstanding anything in this Section 4.4 or this Loan Agreement to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance of the Loan Agreement and any other Parity Debt.

Section 4.5 Special Obligation of the District; Obligations Absolute. The District’s obligation to pay the Loan Payments shall be a special obligation of the District limited solely to Net Revenues, RUWAP Funds and State Loan Proceeds and amounts on deposit in the Loan Payment

Fund. Under no circumstances shall the District be required to advance moneys derived from any source of income other than Net Revenues, RUWAP Funds and State Loan Proceeds and other sources specifically identified herein for the payment of the Loan Payments, nor shall any other funds or property of the District be liable for the payment of the Loan Payments. Notwithstanding the foregoing provisions of this Section, however, nothing herein is intended to prohibit the District voluntarily from making any payment hereunder from any source of available funds of the District.

The obligations of the District to pay the Loan Payments from Net Revenues, RUWAP Funds and State Loan Proceeds, and to perform and observe the other agreements contained herein, shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the District, the Lender of any obligation to the District or otherwise with respect to the Enterprises, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the District by the Lender. Until such time as all of the Loan Payments shall have been fully paid or prepaid, the District (a) will not suspend or discontinue payment of any Loan Payments, (b) will perform and observe all other agreements contained in this Loan Agreement, and (c) will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Enterprises, sale of the Enterprises, the taking by eminent domain of title to or temporary use of any component of the Enterprises, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State or any political subdivision of either thereof or any failure of the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

Section 4.6 Reserved.

Section 4.7 Rate on Overdue Loan Payments. In the event the District should fail to make any of the Loan Payments required in Section 4.2 hereof on or before the day that is ten (10) days after the due date therefor (the "Loan Payment Default Date"), the Loan Payment in default shall continue as an obligation of the District until the amount in default shall have been fully paid and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the Loan Payment Default Date at the Loan Payment Default Rate. Moreover, in the event the District should fail to prepay Principal Components from State Loan Proceeds within ten (10) days after the fifteen (15) days permitted under Section 3.5 (the "State Loan Prepayment Default Date"), the amount required to be prepaid shall continue as an obligation of the District until such amount shall have been fully paid and the District agrees to pay the same with interest thereon, to the extent permitted by law, from the State Loan Prepayment Default Date at the State Loan Prepayment Default Rate.

ARTICLE V

COVENANTS OF THE DISTRICT

Section 5.1 Operation and Maintenance of the Enterprises. During Stage 1, the District will maintain and preserve the Enterprises in good repair and working order at all times and will operate the Enterprises in an efficient and economical manner and will pay all Maintenance and Operation Costs of the Enterprises as they become due and payable.

Section 5.2 Against Sale or Other Disposition of Property. During Stage 1, the District will not sell, lease, or otherwise dispose of the Enterprises or any part thereof essential to the proper operation of the Enterprises or to the production and/or maintenance of the Gross Revenues without the prior written consent of the Lender first had and obtained, which consent shall not be unreasonably withheld. The District will not enter into any agreement or lease that impairs the operation of the Enterprises or any part thereof necessary to secure adequate Gross Revenues for the payment of the Loan or that would otherwise impair the rights of the District with respect to the Gross Revenues or the operation of the Enterprises. Any real or personal property that has become nonoperative or that is not needed for the efficient and proper operation of the Enterprises, or any material or equipment that has become worn out, may be sold at not less than the fair market value thereof. The District shall deposit the proceeds of such sale to the repair and replacement of the affected property, or to other capital improvements of the related Enterprise.

Section 5.3 Rates, Fees, and Charges.

(a) Gross Revenue Covenant. During Stage 1, the District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Water Enterprise during each Fiscal Year, which are at least sufficient, after making allowances for contingencies and errors in the estimates, to yield Gross Revenues from the Water Enterprise sufficient to pay the following amounts in the following order of priority:

(i) All Maintenance and Operation Costs of the Water Enterprise estimated by the District to become due and payable in the Fiscal Year.

(ii) All payments due on the portion of the Loan which is allocable to the Water Enterprise and all payments of principal of and interest on any other Parity Debt of the Water Enterprise as they become due and payable during the Fiscal Year, without preference or priority, except to the extent payable from the proceeds of other Parity Debt held for that purpose.

(iii) All payments required to meet any other obligations of the District which are charges, liens, encumbrances upon, or which are otherwise payable from, the Gross Revenues or the Net Revenues of the Water Enterprise during such Fiscal Year.

In addition, the District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Wastewater Enterprise during each Fiscal Year, which are at least sufficient, after making allowances for contingencies and error in the estimates, to yield Gross Revenues from the Wastewater Enterprise sufficient to pay the following amounts in the following order of priority:

(i) All Maintenance and Operation Costs of the Wastewater Enterprise estimated by the District to become due and payable in the Fiscal Year.

(ii) All payments due on the portion of the Loan which is allocable to the Wastewater Enterprise and all payments of principal of and interest on any other Parity Debt of the Wastewater Enterprise as they become due and payable during the Fiscal Year, without preference or priority, except to the extent payable from the proceeds of other Parity Debt held for that purpose.

(iii) All payments required to meet any other obligations of the District which are charges, liens, encumbrances upon, or which are otherwise payable from, the Gross Revenues or the Net Revenues of the Wastewater Enterprise during such Fiscal Year.

(b) Net Revenue Covenant. During Stage 1, the District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Water Enterprise during each Fiscal Year which are sufficient to yield Net Revenues of the Water Enterprise which are at least equal to 125% of the amount of Debt Service calculated for such Fiscal Year with respect to the Water Enterprise. For purposes of this subsection (b), the amount of Net Revenues for a Fiscal Year will be computed by including in Gross Revenues all amounts transferred from the Rate Stabilization Fund during the Fiscal Year.

The District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Wastewater Enterprise during each Fiscal Year which are sufficient to yield Net Revenues of the Wastewater Enterprise which are at least equal to 125% of the amount of Debt Service calculated for such Fiscal Year with respect to the Wastewater Enterprise. For purposes of this subsection (b), the amount of Net Revenues for a Fiscal Year will be computed by including in Gross Revenues all amounts transferred from the Rate Stabilization Fund during the Fiscal Year.

In the event that the actual collection of Net Revenues based on such rates, fees and charges is insufficient to yield Net Revenues which meet the requirements of this subsection (b), such event shall not constitute an Event of Default unless it has continued uncured for a period of at least 12 months.

Section 5.4 Notification to Lender or Assignee. As long as the Loan is outstanding, the District will notify the Lender or its designee, within 30 days, following the date of an event that (i) could cause a default on any obligation of the District, (ii) might reasonably be anticipated to have a Material Adverse Effect on the District or its finances, (iii) might reasonably be anticipated to result in Material Litigation, and (iv) could have a negative material impact on the financial condition of the District

Section 5.5 Competitive Facilities. The District will not, to the extent permitted by law, acquire, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, authority, city, or political subdivision or any person whomsoever to acquire, maintain or operate within the District any water or wastewater system competitive with the Enterprises; provided, however, that the District may, with the written consent of the Lender, assign all or a portion of the Enterprises to another entity upon delivery to the Lender of an opinion of counsel experienced in the field of law relating to municipal bonds that such assignment will not adversely affect the tax-exempt status of the interest on the Loan, and provided such entity assumes the obligations of the District hereunder.

Section 5.6 Insurance.

(a) The District will procure and maintain insurance on the Enterprises with commercial insurers or through participation in a joint powers insurance authority, in such amounts, with such deductibles and against such risks (including accident to or destruction of the Enterprise) as are usually insurable in accordance with industry standards with respect to similar enterprises.

In the event of any damage to or destruction of the Enterprises caused by the perils covered by such insurance, the proceeds of such insurance shall be applied to the repair, reconstruction or replacement of the damaged or destroyed portion of the Enterprises. The District shall cause such repair, reconstruction or replacement to begin promptly after such damage or destruction shall occur and to continue and to be properly completed as expeditiously as possible, and shall pay out of the proceeds of such insurance all costs and expenses in connection with such repair, reconstruction or replacement so that the same shall be completed and the Enterprises shall be free and clear of all liens and claims. If the proceeds received by reason of any such loss shall exceed the costs of such repair, reconstruction or replacement, the excess shall be applied to prepay the Loan in the manner provided in Section 3.6 hereof.

(b) The District will procure and maintain commercial general liability insurance covering claims against the District for bodily injury or death, or damage to property, occasioned by reason of the ownership or operation of the Enterprises, such insurance to afford protection in such amounts and against such risks as are usually covered in connection with similar enterprises.

(c) The District will procure and maintain workers' compensation insurance against liability for compensation under the Workers' Compensation Insurance and Safety Act of California, or any act hereafter enacted as an amendment or supplement or in lieu thereof; such insurance to cover all persons employed in connection with the Enterprises.

(d) The District will ensure that all policies of insurance required to be maintained herein shall provide that the Lender shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby.

(e) In lieu of obtaining insurance coverage as required by this Section, such coverage may, with the prior written consent of the Lender, be maintained by the District in the form of self-insurance. The District shall certify to the Lender that (i) the District has segregated amounts in a special insurance reserve meeting the requirements of this Section; (ii) an Insurance Consultant certifies annually, on or before January 1 of each year in which self-insurance is maintained, in writing to the Lender that the District's general insurance reserves are actuarially sound and are adequate to provide the necessary coverage; and (iii) such reserves are held in a separate trust fund by an 'independent' trustee. Any statements of self-insurance shall be delivered to the Lender. The District shall pay or cause to be paid when due the premiums for all insurance policies required hereby.

The District shall cause the Lender to be named as an additional insured with respect to the District's liability insurance, and as a loss payee with respect to any property damage insurance. The District shall not allow any insurance to expire without thirty (30) days prior written notice to the Lender.

Section 5.7 Eminent Domain. If all or any part of the Enterprises shall be taken by eminent domain proceedings, the resulting Net Proceeds thereof shall be applied to the acquisition of replacement facilities or other capital improvements of the Enterprises.

Section 5.8 Additional Information. The District agrees to furnish to the Lender, promptly, from time to time, such information regarding the operations, financial condition and property of the District and the Enterprises as the Lender may reasonably request.

Section 5.9 Compliance with Law and Contracts. The District will faithfully comply with, keep, observe, and perform all valid and lawful obligations or regulations now or hereafter imposed on its operation of the Enterprises by contract, or prescribed by any law of the United States of America or of the State of California, or by any officer, board, or commission having jurisdiction or control.

Section 5.10 Punctual Payment. The District will punctually pay the principal and interest to become due in respect of the Loan, in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not rescind this Loan Agreement for any cause.

Section 5.11 State Loan Proceeds. The District will collect and hold all State Loan Proceeds separate and apart from other funds of the District and use such proceeds first for the purpose of prepaying principal due hereunder in accordance with Section 3.5 hereof.

Section 5.12 Protection of Security and Rights of the Lender. The District will preserve and protect the security of the Loan and the rights of the Lender and will warrant and defend the Lender's rights against all claims and demands of all persons. From and after the Closing Date, the Loan shall be incontestable by the District.

Section 5.13 Parity Debt. During Stage 1, the District may issue or incur any additional Parity Debt which is secured by a pledge of and lien on the Net Revenues on a parity with the pledge and lien which secure the Loan, upon satisfaction of all of the following conditions:

(a) No Event of Default has occurred and is continuing under this Loan Agreement or any other instrument authorizing the execution and delivery, or issuance, of any other Parity Debt.

(b) The Net Revenues, calculated in accordance with sound accounting principles, as shown by the books of the District for the most recent completed Fiscal Year for which audited financial statements of the District are available, or for any more recent consecutive 12-month period selected by the District, in either case verified by an Independent Certified Public Accountant or an Independent Consultant or shown in the audited financial statements of the District, plus at the option of the District any or all of the Additional Revenues, are at least equal to 125% of the amount of Maximum Annual Debt Service on all outstanding Parity Debt and the Parity Debt to be issued or incurred.

(c) The District shall deliver to the Lender a Certificate of the District certifying, and an opinion of Bond Counsel stating, that the conditions precedent to the issuance of such additional Parity Debt set forth in the foregoing provisions of this Section have been satisfied.

Section 5.14 Against Encumbrances. This section shall only apply during Stage 1. The District hereby covenants and agrees that it shall not incur any obligations that are secured by a pledge and lien on the Net Revenues that is senior to the pledge and lien on the Net Revenues contained herein. The District will not make any pledge of or place any lien on the Net Revenues except as provided herein. The District may pledge Net Revenues to secure Parity Debt issued in accordance with Section 5.13 hereof. The District may at any time, or from time to time, issue evidences of indebtedness for any lawful purpose that are payable from and secured by a pledge of and lien on Net Revenues that is subordinate in all respects to the pledge of and lien on the Net Revenues provided herein.

During the term of this Loan Agreement, the District shall not issue or incur any debt secured by State Loan Proceeds.

Section 5.15 Further Assurances. The District will adopt, make, execute and deliver any and all further resolutions, instruments, and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Lender of the rights and benefits provided to it herein.

Section 5.16 Financial Reports. Promptly upon receipt by the District and in no event later than two hundred seventy (270) days after the close of each Fiscal Year (unless otherwise agreed in writing by the Lender), the District will furnish through submission to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or cause to be furnished, to the Lender an audit report of an Independent Certified Public Accountant with respect to such Fiscal Year, covering the operations of the Enterprises for said Fiscal Year. Such audit report shall include statements of the status of each account pertaining to the Enterprises, showing the amount and source of all deposits therein, the amount and purpose of the withdrawals therefrom and the balance therein at the beginning and end of said Fiscal Year.

The District shall deliver to the Lender, not later than August 1 of each year, commencing August 1, 2018, a copy of the District's adopted budget for the then current Fiscal Year. The District shall also deliver to the Lender a copy of any update to the District's budget adopted for a Fiscal Year with thirty (30) days of the adoption of such updated budget.

The District shall provide such additional information that Lender may from time to time reasonably request.

Section 5.17 Reserved.

Section 5.18 Observance of Laws and Regulations. The District will well and truly keep, observe and perform or cause to be kept, observed and performed all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired and enjoyed by the District, including the District's right to exist and carry on business as a county water district, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 5.19 Private Activity Bond Limitation. The District shall assure that monies deposited pursuant to this Loan Agreement are not so used as to cause this Loan Agreement to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(d) of the Code.

Section 5.20 Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause this Loan Agreement or the Interest Components of the Loan Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.21 Maintenance of Tax Exemption. The District shall take all actions necessary to assure the exclusion of the Interest Components of the Loan Payments from the gross

income of the Lender to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the Closing Date.

Upon the occurrence of a Determination of Taxability, then the District shall pay to the Lender, within thirty (30) days after receipt of such determination, the amount which, with respect to interest payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest on the Loan due through the date of such event) that are imposed as a result of the loss of the exclusion, will restore the Lender the same after tax yield on the Loan that it would have realized had the exclusion not been lost (collectively, the "Taxable Rate").

Section 5.22 Rebate Requirement. The District shall take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government.

Section 5.23 No Arbitrage. The District shall not take any action with respect to the proceeds of this Loan Agreement which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date this Loan Agreement was entered into would have caused this Loan Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code.

Section 5.24 Budget. The District hereby covenants to take such action as may be necessary to include all Loan Payments and all other amounts due hereunder in its annual budget and to make the necessary annual appropriations for all such Loan Payments and all other amount due hereunder.

Section 5.25 Notices. The District shall provide to the Lender:

(a) Immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Loan Agreement, together with a detailed statement by an Authorized Representative of the steps being taken by the District to cure the effect of such Event of Default.

(b) Prompt written notice (i) of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental authority, domestic or foreign, against the District or the Enterprises or the Gross Revenues which involve claims equal to or in excess of \$500,000 or that seeks injunctive relief, or (ii) of any loss or destruction of or damage to any portion of the Enterprises in excess of \$500,000.

(c) Prompt written notice of any Material Litigation, or any investigation, inquiry or similar proceeding by any Governmental Authority with respect to any matter that relates to or could impact any Gross Revenues, or of any event which could have a Material Adverse Effect on the financial condition of the District.

(d) Promptly upon notice thereof, any termination or cancellation of any insurance policy which the District is required to maintain, or any uninsured or partially uninsured loss through liability or property damage, or through fire, theft or any other cause affecting the District property in excess of an aggregate of \$500,000.

(e) With reasonable promptness, such other information respecting the District, Enterprises, and the operations, affairs and financial condition of the District as the Lender may from time to time reasonably request.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default and Remedies.

(a) Events of Default. The following shall be Events of Default hereunder:

(1) Failure by the District to pay any Interest Component on the Loan within fifteen (15) days of an applicable Loan Payment Date or to pay the then outstanding Principal Components on the Maturity Date.

(2) Failure by the District to observe and perform any covenant, condition or agreement on its part contained herein pertaining to the Enterprises, other than in clause (1) of this subsection, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Lender; provided, however, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such thirty (30) day period, the Lender shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the District within such thirty (30) day period and diligently pursued until the default is corrected.

(3) Default by the District under any other Parity Debt (or Subordinate Debt which requires or permits the immediate acceleration thereof).

(4) Institution of any proceeding under the United States Bankruptcy Code or any federal or state bankruptcy, insolvency, or similar law or any law providing for the appointment of a receiver, liquidator, trustee, or similar official of the District or of all or substantially all of its assets, by or with the consent of the District, or institution of any such proceeding without its consent that is not permanently stayed or dismissed within sixty (60) days, or agreement by the District with the District's creditors to effect a composition or extension of time to pay the District's debts, or request by the District for a reorganization or to effect a plan of reorganization, or for a readjustment of the District's debts, or a general or any assignment by the District for the benefit of the District's creditors.

(5) Any statement, representation or warranty made by the District in or pursuant to this Loan Agreement or its execution, delivery or performance proves to have been false, incorrect, misleading, or breached in any material respect on the date made, and is continuing for a period of thirty (30) days after written notice specifying such misrepresentation or breach and requesting that it be remedied has been given to the District by the Lender; provided, however, that the Lender and the District may agree that action by the District to cure such failure may be extended beyond such thirty-day period.

(6) This Loan Agreement or any material provision of this Loan Agreement shall at any time for any reason cease to be the legal, valid and binding obligation of the District or shall cease to be in full force and effect, or shall be declared to be unenforceable, invalid or void, or the

validity or enforceability thereof shall be contested by the District, or the District shall renounce the same or deny that it has any further liability hereunder.

(7) The RUWAP Agreement, or the District's ability to draw RUWAP Funds thereunder, shall be suspended or terminated.

(8) The State Loan, or the District's ability to draw State Loan Proceeds thereunder, shall be suspended or terminated

(9) Dissolution, termination of existence or insolvency of the District.

(10) Any court of competent jurisdiction with jurisdiction to rule on the validity of any provision of this Loan Agreement shall find or rule that this Loan Agreement is not valid or not binding on the District.

(b) Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Lender shall have the right, at its option upon notice to the District, to declare the unpaid aggregate Principal Components of the Loan, and the interest accrued thereon, to be immediately due and payable, whereupon the same shall immediately become due and payable.

The Lender shall also have the right, at its option upon notice to the District, to (i) apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require officials of the District to charge and collect rates for services provided by the District and the Enterprises sufficient to meet all requirements of this Loan Agreement, and (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the Loan Payments then due or thereafter to become due during the Term of this Loan Agreement, or enforce performance and observance of any obligation, agreement or covenant of the District under this Loan Agreement, subject to the following paragraph.

In addition to the foregoing, in the event of a default of the type set forth in Section 6.1(a)(1) above, the Lender shall have the right to charge interest on all past due amounts at the Loan Payment Default Rate and/or the State Loan Prepayment Default Rate, as set forth in Section 4.7.

Notwithstanding any provision of this Loan Agreement, the District's liability to pay the Loan Payments and other amounts hereunder shall be limited solely to Net Revenues and RUWAP Funds during Stage 1 and RUWAP Funds and State Loan Proceeds during Stage 2, as provided in Article IV hereof.

Section 6.2 Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 6.1, during Stage 1, all Net Revenues and RUWAP Funds, and during Stage 2, all RUWAP Funds and State Loan Proceeds, thereafter received by the District shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency of such Net Revenues, RUWAP Funds and State Loan Proceeds ratably without any discrimination or preference, of the fees, costs and expenses of the Lender if any, in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel; and

Second, to the payment of the entire unpaid aggregate Principal Components of the Loan and the unpaid principal amount of any other obligations secured by the Net Revenues, RUWAP Funds

and the State Loan Proceeds and the accrued interest thereon, with interest on the overdue payments at the rate or rates of interest applicable to the Loan and such other obligations if paid in accordance with their respective terms.

Section 6.3 Actions to Enforce Remedies. The Lender shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform and carry out its or his duties under the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Lender; or

(c) by suit in equity upon the happening of an Event of Default to require the District and its Board members, officers and employees to account as the trustee of an express trust.

Section 6.4 Non-Waiver. Nothing in this article or in any other provision hereof, or in the Loan, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Loan to the Lender when due, as herein provided, out of the Net Revenues, RUWAP Funds and the State Loan Proceeds herein pledged for such payment, or shall affect or impair the right of the Lender, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied in this Loan Agreement.

A waiver of any default or breach of duty or contract by the Lender shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Lender to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Lender by law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Lender. If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Lender, the District and the Lender shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 6.5 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

Section 6.6 Prosecution and Defense of Suits. The District shall promptly, upon request of the Lender or its assignee, from time to time take or cause to be taken such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Enterprises whether now existing or hereafter arising and shall prosecute all such suits, actions and other proceedings as may be appropriate for such purpose.

ARTICLE VII

NOTICES

Section 7.1 Notices. All written notices under this Loan Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice is effective either (a) upon transmission by facsimile transmission, (b) upon actual receipt after deposit in the United States mail, postage prepaid, or (c) in any other case, upon actual receipt. The District or the Lender may, by written notice to the other parties, from time to time modify the address or number to which communications are given hereunder.

If to the District: Marina Coast Water District
11 Reservation Road
Marina, California 93933
Attention: General Manager
Fax: (831) 883-5995

If to the Lender: Compass Mortgage Corporation
8333 Douglas Avenue, 2nd Floor
Dallas, Texas 75225
Attention: LD&FC Public Finance
Email: ldfcpublicfinance.us@bbva.com

With a copy to: BBVA Compass
205 S. Mathilda Avenue
Sunnyvale, California
Attention: Kevin Herr

ARTICLE VIII

AMENDMENTS; DISCHARGE; GENERAL AUTHORIZATION; EFFECTIVE DATE

Section 8.1 Amendments Permitted.

(a) This Loan Agreement and the rights and obligations of the District and of the Lender may be modified or amended at any time by a written supplemental agreement entered into by the District and the Lender.

(b) From and after the time any supplemental agreement becomes effective pursuant to this Article, this Loan Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Loan Agreement and the Lender shall thereafter be determined, exercised, and enforced hereunder subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental agreement shall be deemed to be part of the terms and conditions of this Loan Agreement for any and all purposes.

Section 8.2 Discharge of Loan Agreement. If: (i) the District shall pay or prepay, or cause to be paid or prepaid, or there shall otherwise be paid or prepaid to the Lender the principal of and the interest due under this Loan Agreement at the times and in the manner stipulated herein, and (ii) the District has no ability to draw additional moneys pursuant to the Loan Agreement, then all agreements, covenants and other obligations of the District to the Lender hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 8.3 General Authorization. The Authorized Representatives of the District, and each of them individually, are hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver any and all documents, to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, in order to consummate the financing and to effect the purposes of this Loan Agreement. All actions heretofore taken by officers, employees, and agents of the District that are in conformity with the purposes and intent of this Loan Agreement are hereby approved, confirmed, and ratified.

Section 8.4 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Lender and the District and their respective successors and assigns.

Section 8.5 Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.6 Further Assurances and Corrective Instruments. The Lender and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

Section 8.7 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Captions. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Loan Agreement.

Section 8.9 Agreement to Pay Attorneys' Fees and Expenses. The District will pay the Lender its reasonable attorney fees incurred subsequent to an Event of Default.

Section 8.10 Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

* * * * *

[Signature page to follow]

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be executed in its corporate name by its duly authorized officer; and the District has caused this Loan Agreement to be executed in its name by its General Manager, as of the date first above written.

COMPASS MORTGAGE CORPORATION,
an Alabama corporation

By: Kevin W. Herr

Name: Kevin W. Herr

Title: ~~Senior Relationship Manager~~

Authorized Signatory

MARINA COAST WATER DISTRICT

By: Keith Van Der Maaten
Keith Van Der Maaten, General Manager

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be executed in its corporate name by its duly authorized officer; and the District has caused this Loan Agreement to be executed in its name by its General Manager, as of the date first above written.

COMPASS MORTGAGE CORPORATION,
an Alabama corporation

By: _____

Name: Kevin W. Herr

Title: Authorized Signatory

MARINA COAST WATER DISTRICT

By  _____

Keith Van Der Maaten, General Manager

EXHIBIT A

CERTIFICATE OF LENDER

The undersigned hereby states and certifies, for and on behalf of, Compass Mortgage Corporation, an Alabama corporation, (the “Lender”), that it has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax exempt obligations, similar to the up to \$16,000,000 aggregate principal amount outstanding on any date of the Marina Coast Water District Recycling Pipeline Project Loan (the “Loan”), approved pursuant to the Resolution (the “Resolution”), adopted by the Board of Directors of the Marina Coast Water District (the “District”) on July 17, 2017, and executed and delivered pursuant to a Loan Agreement, dated as of August 1, 2017, by and between the Lender and the District (the “Loan Agreement”), and as such, in connection with said making of the Loan, the undersigned hereby acknowledges and represents that:

(i) the Lender is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and has the full legal right, power and authority to make the Loan and to enter into the Loan Agreement;

(ii) the Lender has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations similar to the Loan, to be able to evaluate the risks and merits of the investment represented by the Loan and is able to bear the economic risks of such investment;

(iii) the Lender understands that the neither the Loan nor Loan Agreement have been registered with any federal or state securities agency or commission; and further understands that the Loan and Loan Agreement (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state; (b) will not be listed in any stock or other securities exchange; (c) will not carry a rating from any rating service; and will not bear a CUSIP number;

(iv) the Lender acknowledges that it has either been supplied with or has been given access to information to which a reasonable investor would attach significance in making investment decisions, and the Lender has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the legal, physical and fiscal condition of the District and the District’s Enterprises, as well as the insurance, security and prepayment arrangements set forth in the Loan Agreement and the Loan, so that, as a reasonable investor, the Lender has been able to make an informed investment decision to enter into the Loan Agreement for the making of the Loan;

(v) the Lender understands and acknowledges that no official statement, offering memorandum or any disclosure document has been prepared, nor is any contemplated to be prepared;

(vi) the Lender acknowledges that at Closing there is no reserve fund required for the Loan;

(vii) the Lender understands and acknowledges it is making the Loan on a private placement basis, and it is not intended that the transaction be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), and therefore the District has not undertaken, other than as provided in the Loan Agreement, to provide to

or for the benefit of holders of the Loan financial or operating data or any other information with respect to the District or the Loan on an ongoing basis;

(viii) the Lender has made its own inquiry and analysis with respect to the Loan and the security therefore, and other material factors affecting the security and payment of the Loan;

(ix) the Lender is one of:

(a) an “accredited investor” as such term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the “Securities Act”);

(b) a “qualified institutional buyer” as such term is defined in Rule 144A promulgated under the Securities Act; or

(c) a bank, savings institution or insurance company (whether acting in a trustee or custodial capacity for any qualified institutional buyer or on its own behalf);

(x) the Lender is making the Loan for its own account and not with a view to, and with no intention of, selling, pledging, transferring, conveying, hypothecating, mortgaging, disposing, reoffering, distributing, or reselling the Loan, or any part or interest thereof;

(xi) the Lender recognizes that an investment in the Loan involves significant risks, there is no established market for the Loan and that none is likely to develop and, accordingly, the Lender must bear the economic risk of an investment in the Loan for an indefinite period of time;

(xii) the Lender agrees that its right, title and interest in and to the Loan Agreement and the Loan, with notice to the District, may be assigned and reassigned in whole (but not in part) to one or more assignees or subassignees by Lender, without the necessity of obtaining the consent of District, pursuant to the requirements of the Loan Agreement;

(xiii) the Lender further acknowledges that it is responsible for consulting with its advisors concerning any obligations, including, but not limited to, any obligations pursuant to federal and state securities and income tax laws it may have with respect to subsequent assignments or assignees of the Loan if and when any such future disposition of the Loan may occur; and

(xiv) the Lender acknowledges that Jones Hall, A Professional Law Corporation (“Bond Counsel”) is acting as bond counsel to the District, that Bond Counsel has no attorney-client relationship with the Lender, and that the Lender has sought legal advice from its own counsel to the extent it concluded legal advice was necessary.

Capitalized terms shall have the meaning set forth in the Loan Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the ____ day of _____, 20__.

FIRST AMENDMENT TO LOAN AGREEMENT

This FIRST AMENDMENT TO LOAN AGREEMENT (this “First Amendment”), dated as of July 1, 2020 is by and between BBVA MORTGAGE CORPORATION, an Alabama corporation, as successor to Compass Mortgage Corporation, an Alabama corporation, with all right and authority to conduct business in the State of California (the “Lender”), and the MARINA COAST WATER DISTRICT, a county water district organized and existing under the laws of the State of California (the “District”), and amends that certain LOAN AGREEMENT, dated as of August 1, 2017 (the “Original Agreement” and, together with this First Amendment, the “Agreement”).

RECITALS

WHEREAS, the District and the Lender previously entered into the Original Agreement to provide moneys to the District to partially finance the construction of a recycling pipeline project (the “Project”); and

WHEREAS, the District intends to repay the principal received under the Original Agreement, together with interest thereon, from: (i) moneys received under a Reimbursement Agreement for Advanced Water Treatment Phase 1 and Product Water Conveyance Facilities of the RUWAP Recycled Project, and (ii) moneys received under a loan from the California State Water Resources Control Board (the “State Loan”); and

WHEREAS, the moneys under the State Loan were expected to be available by August, 2020; and

WHEREAS, because of a delay in the construction of the Project, the moneys under the State Loan are now expected to be available by March, 2022; and

WHEREAS, the District and the Lender desire to enter into this First Amendment for the purpose of extending the term of the Agreement through March, 2022, and making certain other related changes;

NOW, THEREFORE, the District and the Lender, for and in consideration of the promises of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

SECTION 1. This First Amendment hereby incorporates by reference all terms and conditions set forth in the Original Agreement unless specifically modified by this First Amendment. All terms and conditions set forth in the Original Agreement which are not specifically modified by this First Amendment shall remain in full force and effect.

SECTION 2. The capitalized terms set forth in this First Amendment not otherwise defined herein shall have the meanings set forth in the Original Agreement.

SECTION 3. Section 1.1 of the Original Agreement is hereby amended to revise and add the following definitions as follows:

“LIBOR” means, as of any date of determination, the London Interbank Offered Rate, as determined by ICE Benchmark Administration Limited (or any successor or substitute therefor acceptable to Lender) for U.S. dollar deposits for a one-month period (the “Reference Period”), as

obtained by Lender from Reuter's, Bloomberg or another commercially available source as may be designated by Lender from time to time (the "Screen Rate"), as of the date that is two (2) Business Days before each Loan Payment Date; provided that such rate (or any then-current Benchmark) may be adjusted from time to time in Lender's sole discretion for then-applicable reserve requirements, deposit insurance assessment rates and other regulatory costs. If the Screen Rate is less than zero, it shall be deemed to be zero. The Screen Rate shall be re-set effective as of each Loan Payment Date but shall initially be determined as if July __, 2020 were a Loan Payment Date. As used herein, "Benchmark" means LIBOR or any Benchmark Replacement (as defined below) that has become effective in accordance herewith, as applicable.

"Loan" means the loan of up to \$8,000,000 outstanding during Stage 1 and up to \$8,000,000 outstanding during Stage 2, as of any date made pursuant to this Loan Agreement.

"Maturity Date" shall be March 31, 2022.

"Parity Debt" means the Loan and corresponding Loan Payments, the 2015 Bonds, the installment payments owed in connection with the 2019 Certificates, and all other bonds, notes, loan agreements, installment sale agreements, leases, or other obligations of the District which are or will be payable from and secured by a pledge of and lien upon any of the Net Revenues issued or incurred on a parity with the Loan, issued in accordance with Section 5.13 hereof.

"2019 Certificates" means the District's Enterprise Revenue Certificates of Participation, Series 2019."

SECTION 4. Section 4.2 of the Original Agreement is hereby amended to read, in its entirety, as follows:

"Repayment of the Loan. The District hereby agrees to repay the Principal Components of the Loan in the aggregate principal amount of up to \$8,000,000 outstanding on any date during Stage 1 and of up to \$8,000,000 outstanding on any date during Stage 2, by no later than the Maturity Date, together with all Interest Components when due. Such repayment shall be made from Net Revenues and RUWAP Funds during Stage 1 and from RUWAP Funds and State Loan Proceeds during Stage 2. The outstanding Principal Components shall bear interest at a variable rate equal to 79.01% of the 30-Day LIBOR plus 1.25% (125 basis points) $[(79.01\% \times 30\text{-Day LIBOR} + 1.25\%]$, identified by the Lender to the District (except during any period during which interest is payable at the Loan Payment Default Rate or the Taxable Rate), based on twelve thirty-day months. For purposes of calculating the foregoing, it is hereby agreed that the 30-Day LIBOR shall be no less than 1.00%.

Interest Components are to be paid monthly on each Loan Payment Date. The Interest Rate shall reset on the first Business Day of each month beginning on October 1, 2017. The Lender shall send an invoice to the District not less than twenty (20) days prior to each Loan Payment Date stating the amount due on such Loan Payment Date. If the amount of outstanding Principal Components changes after an invoice is sent but prior to the applicable Loan Payment Date, the invoice relating to the following Loan Payment Date shall account for any changes in interest owed as the result of such change in the amount of outstanding Principal Components. The District may prepay all Principal Components in accordance with Sections 3.4, 3.5 or 3.6 at least twenty (20) days prior to the Maturity Date, but all Principal Components outstanding on the Maturity Date shall be immediately due and payable on the Maturity Date.

Anything to the contrary in this Loan Agreement notwithstanding, from and after a Date of Taxability following a Determination of Taxability, the Loan shall bear interest at a taxable rate, as provided in Section 5.21 hereof.

Anything to the contrary in this Loan Agreement notwithstanding, ten (10) days after the failure to timely make a payment due hereunder, the Loan shall bear interest at the Loan Payment Default Rate, as provided in Section 4.7 hereof.

So long as the Loan is owned by BBVA Mortgage Corporation, all principal and interest payments with respect to the Loan shall be made by wire transfer using the following wiring instructions (unless the District shall receive subsequent wiring instructions from BBVA Mortgage Corporation or Assignee, as the case may be):

Payments by wire:
BBVA USA
ABA#: 113010547
For Credit to: GL No. 90124099
Loan Name: Marina Coast
BBI: DO NOT POST. CONTACT LDFC
LDFCPublicFinance.us@BBVA.com
Reference: LDFC Public Finance”

SECTION 5. Section 4.6 of the Original Agreement is hereby amended to read, in its entirety, as follows:

“Section 4.6 Replacement of LIBOR. Notwithstanding anything to the contrary herein:

- (a) If Lender, in its sole discretion, determines as to LIBOR that for any reason:
 - (i) such rate is not available or is no longer being published, or adequate and reasonable means otherwise do not exist for ascertaining such rate,
 - (ii) such rate’s administrator or any relevant agency or authority (including such administrator’s regulatory supervisor or the U.S. Federal Reserve System) has announced that such rate will no longer be published, permanently or indefinitely (unless, at the time of such announcement, there is a successor administrator that will continue to provide such rate) (a “Termination Announcement”), or the regulatory supervisor of such rate’s administrator has announced that such rate is no longer representative,
 - (iii) it has become impractical or unlawful for Lender to maintain the credit referenced herein based on such rate,
 - (iv) such rate does not adequately and fairly reflect the effective cost to Lender of making or maintaining the credit referenced herein, or
 - (v) single-lender or syndicated U.S. dollar loans are being documented or amended to use a substitute or replacement for such rate,

Lender may, in its sole discretion, substitute for such rate an alternative index rate (a “Benchmark Replacement”) (which may include, or to which Lender may add, a spread adjustment, which may be a positive or negative value or zero (a “Spread Adjustment”)), giving

due consideration to any selection or recommendation of an alternative index rate and/or spread adjustment (or mechanism for determining such a rate and/or adjustment) by the Federal Reserve Board and/or the Federal Reserve Bank of New York (the “FRB/NYFRB”), or any committee officially endorsed or convened by the FRB/NYFRB, and/or any evolving or prevailing market conventions; provided that (A) if a condition arises under clause (a)(i) above, then if and for so long as Lender in its sole discretion determines that such condition is likely to be temporary, Lender may substitute for LIBOR a value or rate (which may include, or to which Lender may add, a Spread Adjustment) on a temporary basis without limiting its right to reinstate LIBOR (or to substitute and implement a Benchmark Replacement) thereafter, and (B) a Benchmark Replacement based solely on a Termination Announcement will not take effect earlier than the 90th day before the expected date of the then-current Benchmark’s non-publication as of such announcement; and

(b) in connection with the implementation of any Benchmark Replacement, Lender may in its sole discretion from time to time make any technical, administrative or operational changes that it decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement, including any Spread Adjustment, which may include, among other things, changes affecting the calculation method, the Reference Period or the timing or frequency of determining rates and/or making payments, and/or incorporating any floor corresponding to any floor on or relating to LIBOR (collectively, “Conforming Changes”); any amendments implementing such Conforming Changes will become effective without any further action or consent from the District or any other person.”

SECTION 6. A section 4.8 is added to the Original Agreement as follows:

“Section 4.8 Notification and Limitation of Liability – LIBOR and Related Matters. LIBOR is derived from the London Interbank Offered Rate, which is currently administered by ICE Benchmark Administration Limited (“IBA”). The U.K. Financial Conduct Authority announced in July 2017 that, after December 31, 2021, it would no longer persuade or compel contributing banks to make rate submissions to IBA. As a result, it is possible that LIBOR may no longer be available after such date or may no longer be deemed an appropriate reference rate upon which to determine the interest rate. The provisions above permit Lender to determine an alternative rate of interest in the event that LIBOR (or any then-current Benchmark) is no longer available or in other specified circumstances, and to make changes to give effect to any Benchmark Replacement. Neither Lender nor any affiliate of Lender warrants or accepts any responsibility for, or will have any liability with respect to (i) the administration or submission of, or any other matter related to, LIBOR (or any component thereof) or any Benchmark Replacement (or any component thereof), including, without limitation, whether any Benchmark Replacement, as it may or may not be adjusted hereunder, will have the same value as, or be economically equivalent to, LIBOR or any other Benchmark that is replaced or (ii) the effect, implementation or composition of any Conforming Changes as defined above.

SECTION 7. To reflect that BBVA Mortgage Corporation, an Alabama corporation, has succeeded to the rights and interests of Compass Mortgage Corporation under the Original Agreement, all references to “Compass Mortgage Corporation” in the Original Agreement shall instead refer to BBVA Mortgage Corporation.

SECTION 8. This First Amendment shall become effective upon its execution and delivery.

SECTION 9. This First Amendment may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument.

SECTION 10.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and acknowledged all as of the day and year first above written.

MARINA COAST WATER DISTRICT

By: _____
Authorized Officer

**BBVA MORTGAGE CORPORATION, as
successor to Compass Mortgage Corporation, as
Lender**

By: _____
Authorized Officer

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-E

Meeting Date: July 20, 2020

Prepared By: Don Wilcox

Approved By: Keith Van Der Maaten

Reviewed By: Michael Wegley

Agenda Title: Consider Adoption of Resolution No. 2020-46 Approving Change Order No. 2 to the Construction Contract with Monterey Peninsula Engineering for the Regional Urban Water Augmentation Project Recycled Water Distribution Pipelines Project

Staff Recommendation: The Board of Directors is requested to adopt Resolution No. 2020-45 authorizing: (1) a budget allocation increase for the Beach Road Pipeline, project MW-0111, from \$494,815 to \$925,000; (2) a reduction in the Marina Water Cost Center's Capital Replacement and Improvement Fund by \$430,185; (3) the General Manager to approve Change Order No. 2 to the Construction Contract with Monterey Peninsula Engineers (MPE) for the Regional Urban Water Augmentation Project (RUWAP) Recycled Water Distribution Pipelines Project in the amount of \$769,213 for a net contract approval amount of \$9,590,878; and, (4) an increase in the construction contingency in the amount of \$76,921 for a total construction contingency of \$959,088.

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.*

On June 15, 2020, the Board awarded a construction contract under Resolution No. 2020-36 to MPE for the RUWAP Recycled Water Distribution Pipelines Project in the amount of \$9,590,878, and concurrently approved Change Order No. 1 deleting the Beach Road Pipeline, project MW-0111, to the Construction Contract in the deductive amount of \$769,213, for a net contract approval amount of \$8,821,665.

That contract originally included three potable water line projects as well as the RUWAP Recycled Water Project. The deductive change order was due to the lack of full funding needed for the Beach Road potable water line part of the overall project, so staff recommended removing the Beach Road Pipeline from the overall project. The Beach Road Pipeline project's estimated cost is \$925,000 while the budgeted amount is \$494,815 leaving an approximate \$430,185 funding deficit. The estimated cost of the project includes a low bid of \$769,213 plus soft costs for design, environmental, inspection, admin/legal and contingency.

While the Board approved the deductive change order to remove the Beach Road Potable Water Line project from the overall recycled/potable water lines project, the Board also asked staff to research potential options that could provide the remaining funding needed in order to proceed with the Beach Road potable water line project. The Board also noted to staff that the Eucalyptus trees along Beach Road are specially designated Landmark Trees by the City of Marina.

Discussion/Analysis: The Beach Road Pipeline project, MW-0111, involves construction of a new 12-inch parallel potable water pipeline in Beach Road from De Forest Road to Marina Drive. This 2,748-foot pipeline is needed to mitigate existing residential and commercial fire flow deficiencies in Central Marina as recommended in the District's 2007 and 2020 Water Master Plans. Total

project costs are estimated to be approximately \$925,000, however the budgeted amount for that project is \$494,815, leaving an approximate \$430,185 funding shortfall. The insufficient budget amount is likely due to cost increases between when the project costs were estimated in 2006 and today.

The low bid received for construction of the Beach Road potable water line construction from MPE is for \$769,213; however the budgeted amount for the entire project, including soft costs (design, environmental, inspection, admin, legal, etc.), is \$494,815. The 2006 Carollo Water Master Plan estimated this complete project #CIP-1 at \$470,000 including soft costs whereas the recently completed 2019 Akel Water Master Plan estimates this complete project #W2 at \$1,079,000.

Staff met internally to discuss potential viable funding options to secure full funding of the Beach Road Pipeline project and determined the best recommendation to the Board to fully fund this project would be to approve a budget allocation increase in the Marina Water Cost Center for this project, MW-0111, from \$494,815 to \$925,000. This would reduce the Marina Water Cost Center's Capital Replacement and Improvement Fund Estimated Ending Balance as of 6-30-2021 from \$1,187,224 to \$757,224. The Capital Replacement Reserve Fund is a Board Restricted Fund for which there is no minimum or maximum funding level (Resolution No's 2009-48 & 2015-59).

Staff recommends that the Board of Directors authorize (1) a budget allocation increase in the Marina Water Cost Center for this project MW-0111 from \$494,815 to \$925,000; (2) authorize a reduction in the Marina Water Cost Center's Capital Replacement and Improvement Fund Estimated Ending Balance as of 6-30-2021 by \$430,185; and (3) authorize the General Manager to approve Change Order No. 2 to the Construction Contract with MPE for the Regional Urban Water Augmentation Project - Recycled Water Distribution Pipelines in the amount of \$769,213 in order to add back in the Beach Road Pipeline Project (MW-0111) to the overall RUWAP Recycled Water Distribution Pipelines and Potable Water Lines Project.

The Landmark Eucalyptus trees along Beach Road will be assessed the week of July 13, 2020 by an Arborist on staff with Denise Duffy and Associates to provide an opinion regarding any potential impact to the trees from construction of the recycled and potable water lines in Beach Road.

Environmental Review Compliance: The Environmental Impact Report (EIR) for the project meets both California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) requirements.

Other considerations: None.

Financial Impact: X Yes No Funding Source/Recap: Funding for this project change order comes from the Marina Water Cost Center Capital Replacement Reserve Fund.

Material Included for Information/Consideration: Resolution No. 2020-46; RUWAP Projects Map; and Change Order #2

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

July 20, 2020

Resolution No. 2020-46
Resolution of the Board of Directors
Marina Coast Water District
Approving Construction Contract Change Order #2
to the Construction Contract with Monterey Peninsula Engineering
for the Regional Urban Water Augmentation Project Distribution Pipelines
and Potable Water Lines Projects

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on July 20, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, on June 15, 2020, the Board awarded a Construction Contract to Monterey Peninsula Engineering (MPE) for the Regional Urban Water Augmentation Project (RUWAP) Recycled Water Distribution Pipelines and Potable Water Lines Projects; and,

WHEREAS, on June 15, 2020, the Board concurrently approved deductive Change Order No. 1 removing the Beach Road Pipeline project, MW-0111, from the overall project due to a funding shortfall; and,

WHEREAS, the Beach Road Pipeline project involves construction of a new 12-inch parallel potable water pipeline in Beach Road from De Forest Road to Marina Drive to mitigate existing residential and commercial fire flow deficiencies in Central Marina as recommended in the District’s 2007 and 2020 Water Master Plans; and,

WHEREAS, the Board directed staff to research potential options for remaining funding needed that may be available to proceed with the Beach Road Pipeline project; and,

WHEREAS, the Board also noted to staff that the Eucalyptus trees along Beach Road are specially designated Landmark Trees by the City of Marina; and,

WHEREAS, the Landmark Eucalyptus trees along Beach Road will be assessed the week of July 13, 2020 by an Arborist on staff with Denise Duffy and Associates to provide an opinion regarding any potential impact to the trees from construction of the recycled and potable water lines in Beach Road; and,

WHEREAS, staff recommends the Board approve a budget allocation increase in the Marina Water Cost Center for Beach Road Pipeline project, MW-0111, from \$494,815 to \$925,000; and,

WHEREAS, the Capital Replacement Reserve Fund is a Board Restricted Fund for which there is no minimum or maximum funding level (Resolution No. 2015-59); and,

WHEREAS, staff recommends the Board approve Change Order #2 to the Construction Contract with MPE for the RUWAP Recycled Water Distribution Pipelines and Potable Water Lines Projects to add back in the Beach Road Potable Water Line Project; and,

NOW, THEREFORE, BE IT RESOLVED, The Board of Directors of the Marina Coast Water District hereby finds and approves the following to be in the best interest of the District:

1. Authorize a budget allocation increase in the Marina Water Cost Center for the Beach Road Pipeline, Project MW-0111, from \$494,815 to \$925,000.
2. Authorize a reduction in the Marina Water Cost Center's Capital Replacement and Improvement Fund Estimated Ending Balance as of June 30, 2021 by \$430,185.
3. Authorize the General Manager to approve Change Order No. 2 to the Construction Contract with Monterey Peninsula Engineers for the Regional Urban Water Augmentation Project - Recycled Water Distribution Pipelines in the additive amount of \$769,213, for a net contract amount of \$9,590,878.
4. Authorize increasing the construction contingency in the amount of \$76,921 for a total construction contingency of \$959,088.

PASSED AND ADOPTED on July 20, 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. 2020-46 adopted on July 20, 2020.

Keith Van Der Maaten, Secretary

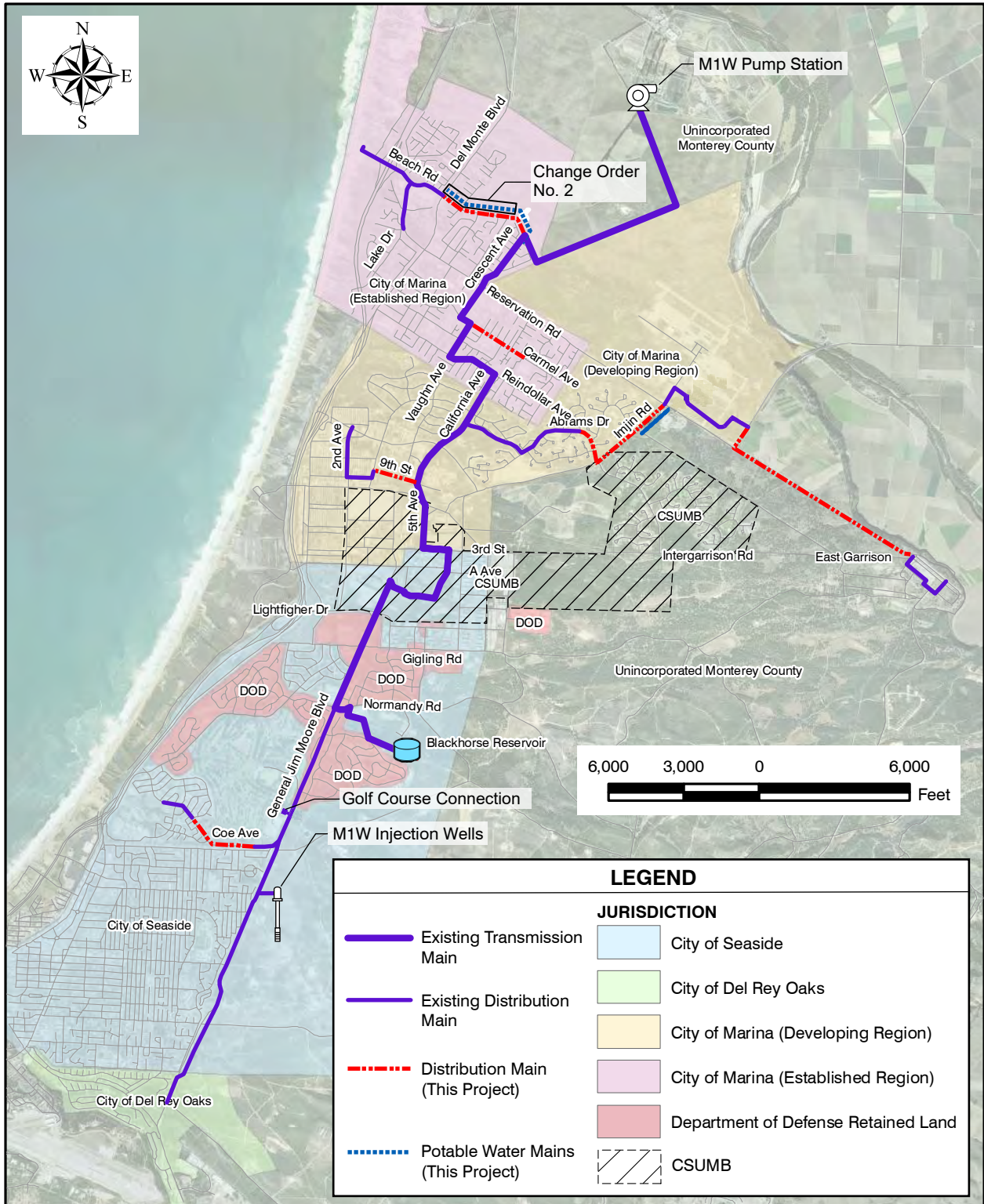


Figure 1
RECYCLED WATER PROJECT ALIGNMENT
MARINA COAST WATER DISTRICT

Date of Issuance: June 30, 2020

Effective Date: July 20, 2020

Owner: Marina Coast Water District

Owner's Contract No.: RW-0174

Contractor: Monterey Peninsula Engineering

Contractor's Project No.: 2019

Engineer: Carollo Engineers

Engineer's Project No.: 07568A.15

Project: RUWAP Distribution Pipelines

Contract Name: RUWAP Distribution Pipelines

The Contract is modified as follows upon execution of this Change Order:

Description: Add construction of the Beach Road potable water line portion of the project in its entirety consisting of Bid Line Item Nos. 15-18 entire amounts (\$732,540) and 8.06% of Bid Line Item Nos. 2 (\$403), 4 (\$24,180) & 5 (\$12,090) for a total net additive change order amount of \$769,213

Attachments: *Bid Table.pdf*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$9,590,878	Original Contract Times: Substantial Completion: 440 calendar days Ready for Final Payment: 470 calendar days days or dates
[Increase] [Decrease] from previously approved Change Orders No. to No. : (\$769,213)	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1 : Substantial Completion: 0 Ready for Final Payment: 0 0 days
Contract Price prior to this Change Order: \$8,821,665	Contract Times prior to this Change Order: Substantial Completion: 440 calendar days Ready for Final Payment: 470 calendar days days or dates
[Increase] [Decrease] of this Change Order: \$769,213	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 0 days or dates
Contract Price incorporating this Change Order: \$9,590,878	Contract Times with all approved Change Orders: Substantial Completion: 440 calendar Ready for Final Payment: 470 calendar days days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: Peter J. Taormina, Manager
Date: _____	Date: _____	Date: July 6, 2020

Description	Unit	Bid Unit Price	Estimated Quantity	Bid Price	Recycled Water 81.56%	Water - Beach (Marina) 8.06%	Water - Crescent (Marina) 1.41%	Water - Injin (Ord) 8.97%
Mobilization and Demobilization (Shall not exceed 5% of Total of All Unit Price Bid Items)	LS	\$130,000	1	\$130,000	\$130,000			
Sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation, pursuant to California Labor Code §6707 and Section 02260.	LS	\$5,000	1	\$5,000	\$4,078	\$403	\$70.50	\$448.50
Stormwater Pollution Prevention	LS	\$30,000	1	\$30,000	\$30,000			
Traffic Management	LS	\$700,000	1	\$700,000	\$244,680	\$24,180	\$4,230	\$26,910
Locating and Verifying Concealed existing Utilities per Section 01350	LS	\$150,000	1	\$150,000	\$122,340	\$12,090	\$2,115	\$13,455
Blow-off Assemblies	EA	\$13,500	25	\$337,500	\$337,500			
Combination Air/Vacuum Valves	EA	\$6,500	24	\$156,000	\$156,000			
8" Isolation Valves (Gate)	EA	\$2,800	17	\$47,600	\$47,600			
12" Isolation Valves (Gate)	EA	\$4,000	14	\$56,000	\$56,000			
Beach Road: 8-inch Pipeline (Ductile Iron)	LF	\$275	164	\$45,100	\$45,100			
Beach Road: Pressure Reducing Station	LS	\$72,000	1	\$72,000				
Beach Road: 8-inch Pipeline (PVC)	LF	\$175	3,790	\$663,250	\$663,250			
Beach Road: Slurry Seal	SY	\$3	11,273	\$33,819	\$33,819			
Beach Road: Pavement Striping	LS	\$7,500	1	\$7,500	\$7,500			
Potable Water Pipeline: Beach Road from DelMonte Blvd to De Forest Rd	LF	\$230	2,748	\$632,040		\$632,040		
Potable Water Pipeline: Beach Road Blow-off Assemblies	EA	\$13,500	4	\$54,000		\$54,000		
Potable Water Pipeline: Beach Road Combination Air/Vacuum Valves	EA	\$6,000	4	\$24,000		\$24,000		
Potable Water Pipeline: Beach Road 12" Isolation Valves (Gate)	EA	\$4,500	5	\$22,500		\$22,500		
Potable Water Pipeline: From Reservoir 2 to Crescent Ave	LF	\$180	518	\$93,240			\$93,240	
Potable Water Pipeline: Reservoir 2 to Crescent Ave Blow-off Assemblies	EA	\$12,500	1	\$12,500			\$12,500	
Potable Water Pipeline: Reservoir 2 to Crescent Ave Combination Air/Vacuum Valves	EA	\$6,500	1	\$6,500			\$6,500	
Potable Water Pipeline: Reservoir 2 to Crescent Ave 12" Isolation Valves (Gate)	EA	\$4,000	4	\$16,000			\$16,000	
Carmel Avenue: 8-inch Pipeline (Ductile Iron)	LF	\$272	120	\$32,640	\$32,640			
Carmel Avenue: Pressure Reducing Station	LS	\$130,000	1	\$130,000	\$130,000			
Carmel Avenue: 8-inch Pipeline (PVC)	LF	\$215	2,615	\$562,225	\$562,225			
Carmel Avenue: Slurry Seal	SY	\$3	13,753	\$41,259	\$41,259			
Carmel Avenue: Pavement Striping	LS	\$21,000	1	\$21,000	\$21,000			
Marina Heights Drive: 16-inch Pipeline (Ductile Iron)	LF	\$465	240	\$111,600	\$111,600			
Marina Heights Drive: Pressure Reducing Station	LS	\$210,000	1	\$210,000	\$210,000			
Marina Heights Drive: Slurry Seal	SY	\$5	553	\$2,765	\$2,765			
Marina Heights Drive: Pavement Striping	LS	\$1,500	1	\$1,500	\$1,500			
Abrams Drive & Injin Parkway: 12-inch Pipeline (DIP)	LF	\$265	4,563	\$1,209,195	\$1,209,195			
Abrams Drive North of Injin Parkway: Slurry Seal	SY	\$3	4,469	\$13,407	\$13,407			
Abrams Drive North of Injin Parkway: Pavement Striping	LS	\$4,500	1	\$4,500	\$4,500			
Potable Water Pipeline: Injin Parkway: 12-inch Pipeline	LF	\$260	2,768	\$719,680				\$719,680
Potable Water Pipeline: Injin Parkway Blow-off Assemblies	EA	\$15,000	3	\$45,000				\$45,000
Potable Water Pipeline: Injin Parkway Combination Air/Vacuum Valves	EA	\$7,000	3	\$21,000				\$21,000
Potable Water Pipeline: Injin Parkway 12-inch Isolation Valves (Gate)	EA	\$4,000	6	\$24,000				\$24,000
Pressure Test and Disinfect Existing Pipeline in UCMBEST Property	LS	\$32,000	1	\$32,000	\$32,000			
Blanco Road: 12-inch Pipeline (PVC)	LF	\$195	584	\$113,880	\$113,880			
Allowance for sensitive plant species restoration on Blanco Road	AL W	\$ 20,000.00	1	\$20,000	\$20,000			
Blanco Road Launching Shaft for Guided Auger Boring Installation	LS	\$30,000	1	\$30,000	\$30,000			
Blanco Road Guided Auger Boring Casing Pipeline Installation	LF	\$165	418	\$68,970	\$68,970			
Blanco Road Guided Auger Boring Carrier Pipeline Installation	LF	\$570	418	\$238,260	\$238,260			
Reservation Road: Receiving Shaft for Guided Auger Boring Installation	LS	\$17,000	1	\$17,000	\$17,000			
Reservation Road: 12-inch Pipeline (PVC)	LF	\$165	3,163	\$851,895	\$851,895			
Reservation Road: 24-inch Grind and Inlay	SY	\$20	8,402	\$168,040	\$168,040			
Reservation Road: Pavement Striping	LS	\$15,000	1	\$15,000	\$15,000			
9th Street: 8-inch Pipeline (Ductile Iron)	LF	\$325	78	\$25,350	\$25,350			
9th Street: Pressure Reducing Station	LS	\$140,000	1	\$140,000	\$140,000			
9th Street: 8-inch Pipeline (PVC)	LF	\$190	975	\$185,250	\$185,250			
9th Street: Slurry Seal	SY	\$3	3,136	\$9,408	\$9,408			
9th Street: Pavement Striping	LS	\$2,000	1	\$2,000	\$2,000			
Coe Avenue: 8-inch Pipeline (Ductile Iron)	LF	\$200	2,043	\$408,600	\$408,600			
Coe Avenue: Pressure Reducing Station	LS	\$155,000	1	\$155,000	\$155,000			
Coe Avenue: 8-inch Pipeline (PVC)	LF	\$175	1,127	\$197,225	\$197,225			
Coe Avenue: Slurry Seal	SY	\$3	12,560	\$37,680	\$37,680			
Coe Avenue: Pavement Striping	LS	\$15,000	1	\$15,000	\$15,000			
Patton Parkway Turnout: Pressure Reducing Station	LS	\$40,000	1	\$40,000	\$40,000			
5th Street Turnout: Pressure Reducing Station	LS	\$80,000	1	\$80,000	\$80,000			
5th Street Turnout (2): Pressure Reducing Station	LS	\$80,000	1	\$80,000	\$80,000			
5th Street Turnout (3): Pressure Reducing Station	LS	\$80,000	1	\$80,000	\$80,000			
Engineer Lane Turnout: Pressure Reducing Station	LS	\$80,000	1	\$80,000	\$80,000			
General Jim Moore Boulevard (GJMB) Turnout: Pressure Reducing Station	LS	\$80,000	1	\$80,000	\$80,000			
GJMB Golf Course Turnout: Pressure Reducing Station	LS	\$160,000	1	\$160,000	\$160,000			
Reimbursement Allowance for City of Marina Encroachment Permit Fee	AL W	\$70,000	1	\$70,000	\$70,000			
Reimbursement Allowance for Monterey County Encroachment Permit Fee	AL W	\$20,000	1	\$20,000	\$20,000			
Reimbursement Allowance for City of Seaside Encroachment Permit Fee	AL W	\$15,000	1	\$15,000	\$15,000			
Reimbursement Allowance for Business Licenses from Cities and County	AL W	\$25,000	1	\$25,000	\$25,000			
Potential Installation of 1-inch Service per Detail W-1	EA	\$4,000	2	\$8,000	\$8,000			
Potential Installation of 4-inch Service	EA	\$9,000	2	\$18,000	\$18,000			
Contingency Allowance for Unknown Utility Conflicts	AL W	\$50,000	1	\$50,000	\$50,000			
All work required to be completed for the project that is not included in the previous bid items	LS	\$10,000	1	\$10,000	\$5,000			\$5,000
CONSTRUCTION TOTAL				Bid Price	RW	MW-BEACH	MW-CRESCENT	OW-INJIN
Change Order No 1				(\$769,213)				
Change Order No 2				\$769,213				
TOTAL AWARD				\$9,590,878	\$7,831,516	\$769,213	\$134,655,50	\$855,493,50

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-F

Meeting Date: July 20, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-40 to Approve the District Five-Year Capital Improvements Program Budget

Staff Recommendation: The Board of Directors is requested to consider adopting Resolution No. 2020-40 approving the District Five-Year Capital Improvements Program (CIP) Budget.

Background: *Strategic Plan, Goal No. 2 – 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.*

Each year, the District follows a budget development process for Board approval of the annual budget. Annual update of the District's one-year and five-year CIP program follows the same schedule. The draft five-year CIP for Fiscal Year (FY) 2020-2021 was presented to the Board for review and direction on April 20, 2020. The (FY) 2020-2021 CIP budget was adopted on June 15, 2020.

Discussion/Analysis: The Draft Five-Year CIP was presented to the Board for approval on June 15, 2020. The item was tabled to the July 20, 2020 Board Meeting on a 3 to 2 vote, with direction given to staff to provide additional information on the Beach Road Pipeline and the South Boundary Road Pipeline projects.

The Beach Road Pipeline project, MW-0111, involves construction of a new 12-inch parallel potable water pipeline in Beach Road from De Forest Road to Marina Drive. This 2,748-foot pipeline is needed to mitigate existing residential and commercial fire flow deficiencies in Central Marina as recommended in the District's 2007 and 2020 Water Master Plans.

Total project costs are estimated to be approximately \$925,000, however, the budgeted amount for that project is \$494,815. To build the Beach Road Pipeline, the recommendation was to use \$430,185 from the Marina Water Capital Replacement and Improvement Fund.

The South Boundary Road Pipeline, OW-0202, is for construction of a new 16-inch potable water pipeline in South Boundary Road. This 7,600-foot pipeline will serve development for the City of Del Rey Oaks north of the road and the City of Monterey south of the road. The Fort Ord Reuse Authority's (FORA) capital improvement program for fiscal years 2018/2019 and 2019/20 included the road improvements. FORA deposited \$8,844,545 into escrow accounts to be transferred to Del Rey Oaks as the new lead agency prior to termination of FORA. The City has 10 years to complete the roadway improvements. Any funds remaining unexpended will be distributed to the City, County of Monterey and the cities of Marina, Monterey and Seaside.

Three alternatives were identified for the timing and construction of the water main. The first alternative is to install the water main with the road improvements. This would save the cost of pavement restoration. However, the water main would remain idle until development occurs.

The other two options would involve constructing the water main sometime after the roadway is completed either in the roadway (Alternative 2) or in the bike path (Alternative 3) when development occurs. The drawback is that it would involve the added cost of paving restoration.

Whitson Engineers prepared construction cost estimates for the three options as follows:

Alternative	Estimated Cost
1- With Road Construction	\$2,591,000
2 – After Road Construction, In Road	\$3,459,000
3 – After Road Construction, In Bike Path	\$3,515,000

The attached Five-Year CIP project list includes both projects along with the projects in progress in FY 2019-2020 and Master Plan projects required in future years. Projects needed in the next five years are shown with funding in the proposed FY, and the remaining projects are shown in “Out Years” (beyond FY 2024-2025). The Category column in the table indicates the project addresses an existing deficiency (E), a single development project (S), or multiple development projects (M). Most of the projects needed address existing deficiencies (aging equipment requiring replacement, service mains which have failed in recent years, and water storage tanks).

Environmental Review Compliance: None.

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

Materials Included for Information/Consideration: Resolution No. 2020-40; Memo from Whitson Engineers regarding South Boundary Road; and, Draft Five-Year Capital Improvement Program dated June 3, 2020.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 20, 2020

Resolution No. 2020-40
Resolution of the Board of Directors
Marina Coast Water District
Approving the District Five-Year Capital Improvements Program Budget
for the Central Marina and Ord Community Service Areas

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on July 20, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Marina Coast Water District ("District") staff prepared and presented the draft FY 2019-2020 Budget which includes projected revenues, expenditures and capital improvement projects for Central Marina and the Ord Community Water, Recycled Water and Wastewater systems; and,

WHEREAS, the Five-Year Capital Improvement Projects Budget for the Central Marina and Ord Community provides for funds necessary to meet capital expenses for sound operation and provision of the water, recycled water and wastewater facilities and to enable the District to provide continued water, recycled water and sewer services within the existing service areas in Central Marina and in the Ord Community; and,

WHEREAS, based upon staff’s recommendations, the Board has determined that the Five-Year Capital Improvement Projects Budget should be adopted.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Marina Coast Water District does hereby approve and adopt the Five-Year Capital Improvement Projects budget for Central Marina and the Ord Community.

PASSED AND ADOPTED on July 20, 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. 2020-40 adopted July 20, 2020.

Keith Van Der Maaten, Secretary

MEMORANDUM

DATE: March 11, 2020

TO: Don Wilcox – Marina Coast Water District

FROM: Andrew Hunter

Cc:

SUBJECT: South Boundary Road Water Main Extension
Construction Timing Evaluation

This memorandum summarizes a study of 3 alignment and timing alternatives for a proposed 16-inch potable water pipeline extension along South Boundary Road in the Cities of Del Rey Oaks and Monterey. The water main is listed as project O-P27 in the District's Water Master Plan and Capital Improvement Program and is included to support future redevelopment along the roadway corridor. Plans for the reconstruction of South Boundary Road are being developed at this time and the Cities of Del Rey Oaks and Monterey are exploring options for the redevelopment of the parcels along the roadway. The alternatives listed below are intended to help the District decide whether the water main extension should proceed with the roadway construction, or at a later date. We have also provided Preliminary Estimates of Probable Costs and Typical Cross sections of the pipeline alignments.

Alternative #1

The water main alignment would be within a vehicle lane and would be constructed along with the new roadway. Construction efficiencies include:

- Traffic control included with roadway project
- Erosion control included with roadway project
- Pre-Construction Biological Surveys included with roadway project
- MEC Support included with roadway project
- No demolition or repair of existing asphalt needed

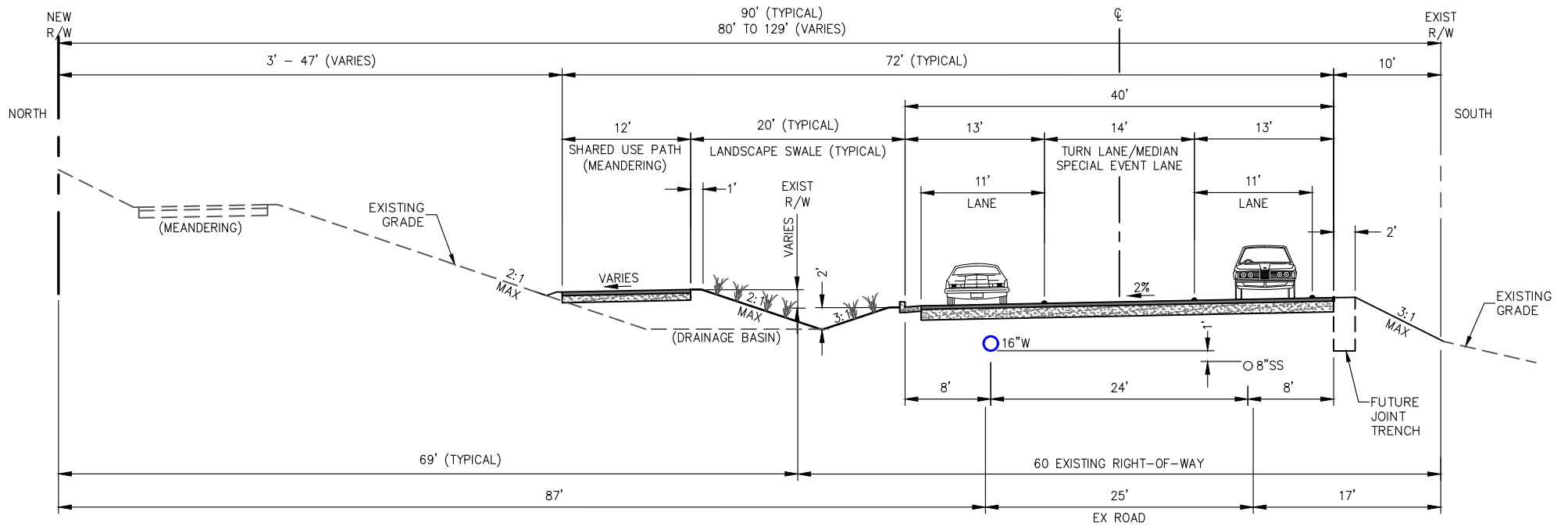
These construction efficiencies lead to the most cost-effective alternative.

Alternative #2

The water main alignment would be the same as Alternative 1, however construction would be at a later date, after the roadway improvements are completed. The construction efficiencies available with Alternative 1 would not apply so construction costs would be higher.

Alternative #3

The water main alignment would be within the 12-foot shared-use path and construction would be at a later date, after the roadway improvements are completed. The construction efficiencies available with Alternative 1 would not apply so construction costs would be higher. There would be less traffic control, demolition, and asphalt repair than Alternative 2 (roadway vs shared-use path), however the alignment would be in a non-traditional location and would include more horizontal deflections, construction access will be constrained, and service laterals to adjoining property would need to be bored under South Boundary Road. The anticipated project costs for Alternative 2 and Alternative 3 are similar.



SOUTH BOUNDARY ROAD

DEL REY OAKS / MONTEREY

CALIFORNIA

DATE: 10/16/19

SHEET

SCALE:

DRAWN: RR

CHECKED: AH

PROJECT No.: 3685.07

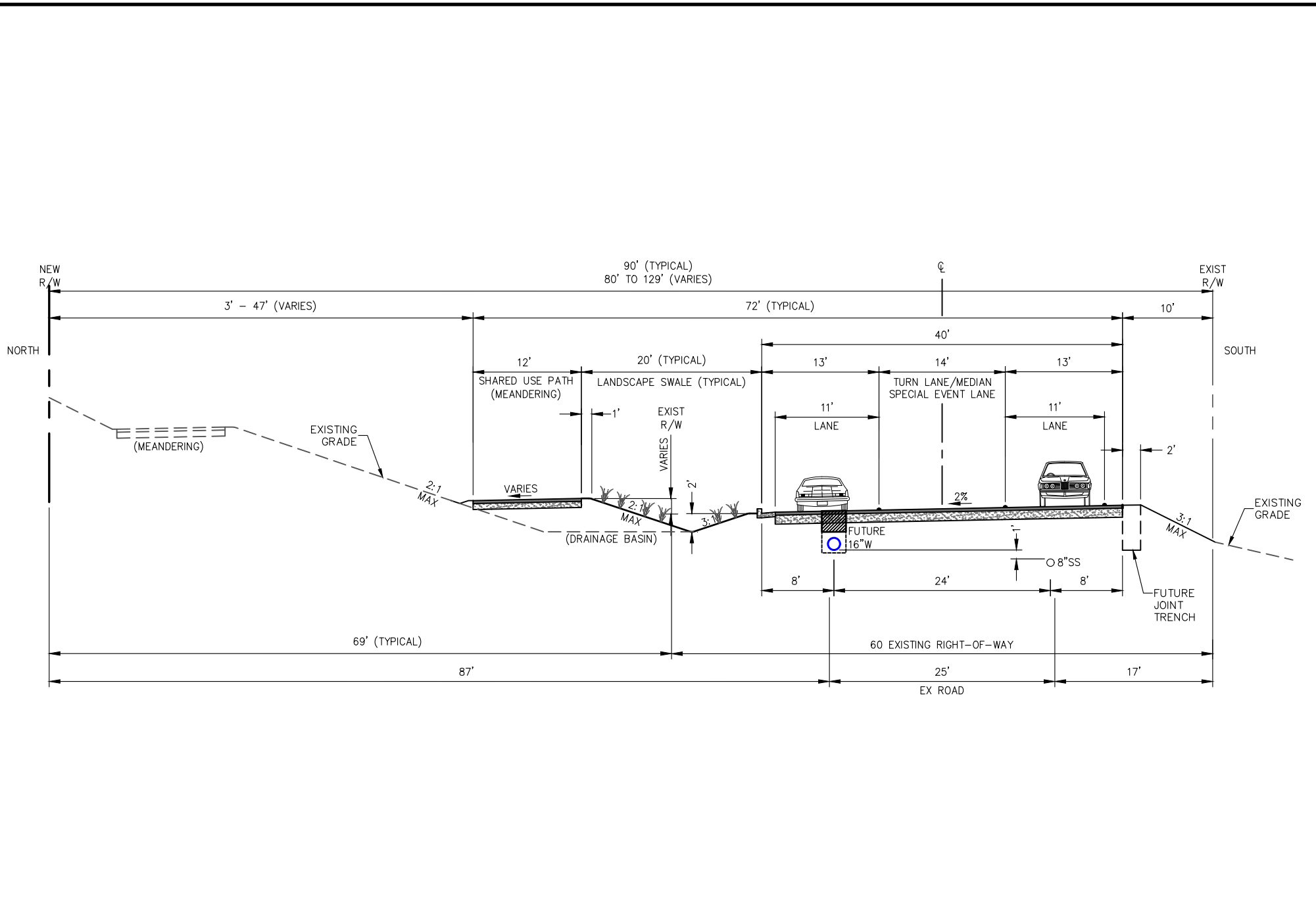
ALT 1

OF 3

WATER MAIN IN LANE, CONSTRUCTED WITH 2020 ROADWAY PROJECT

DRAWING PATH: C:\Temp\AutoCAD\AcPublish_14656\XB-WATER-MAIN_SECTION1.dwg





SOUTH BOUNDARY ROAD

DEL REY OAKS / MONTEREY CALIFORNIA

WATER MAIN IN LANE, CONSTRUCTED AFTER ROADWAY PROJECT

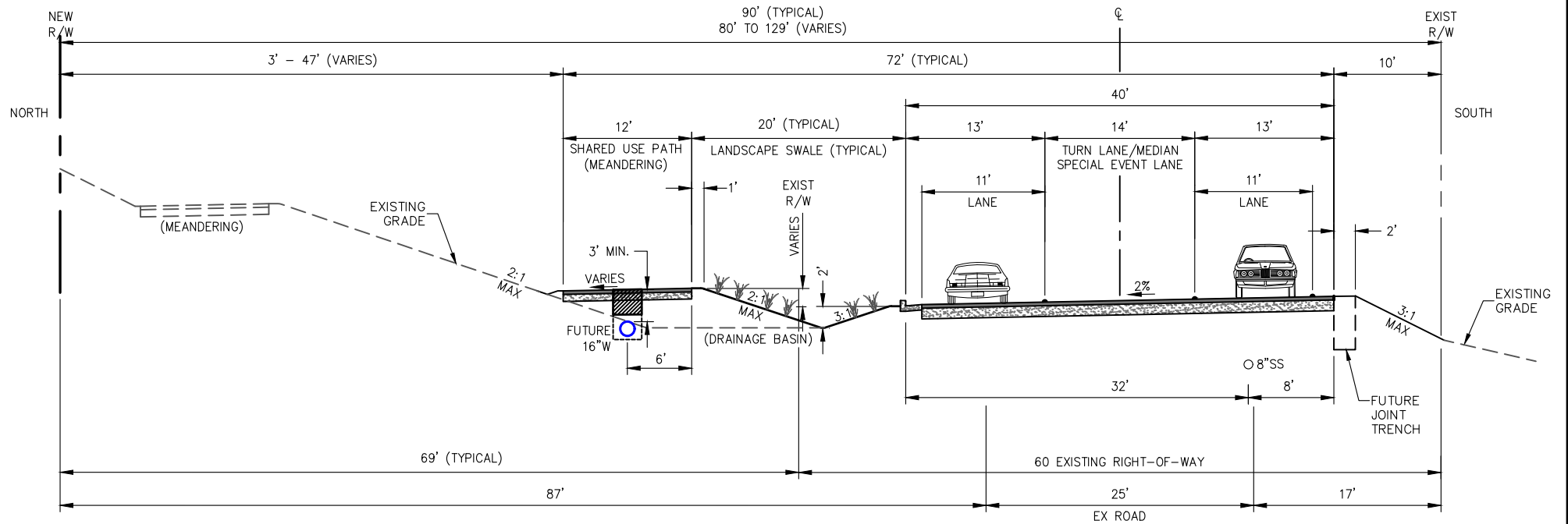
DRAWING PATH: C:\Temp\AutoCAD\AcPublish_14656\XB-WATER-MAIN_SECTION1.dwg

DATE:	10/16/19
SCALE:	
DRAWN:	RR
CHECKED:	AH
PROJECT No.:	3685.07

SHEET

ALT 2

OF 3



SOUTH BOUNDARY ROAD

DEL REY OAKS / MONTEREY

CALIFORNIA

WATER MAIN IN SHARED USE PATH CONSTRUCTED AFTER ROADWAY PROJECT

DRAWING PATH: C:\Temp\AutoCAD\AcPublish_14656\XB-WATER-MAIN_SECTION.dwg

DATE: 10/16/19

SCALE:

DRAWN: RR

CHECKED: AH

PROJECT No.: 3685.07

SHEET

ALT 3

OF 3



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

March 11, 2020

Job No.: 3685.07

THIS DOCUMENT IS INTENDED FOR INTERNAL USE ONLY AND IS A STAFF WORKING DRAFT, SUBJECT TO CHANGE

SUMMARY
 PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
 SOUTH BOUNDARY ROAD
 WATER MAIN EXTENSION (7,700 LF)
 MARINA COAST WATER DISTRICT
 Del Rey Oaks & Monterey, California

Description	Cost	Cost / LF
ALTERNATIVE #1 TOTAL PROJECT COST <i>(rounded to the nearest \$1,000)</i>	\$ 2,591,000	\$ 338
ALTERNATIVE #2 TOTAL PROJECT COST <i>(rounded to the nearest \$1,000)</i>	\$ 3,459,000	\$ 451
ALTERNATIVE #3 TOTAL PROJECT COST <i>(rounded to the nearest \$1,000)</i>	\$ 3,515,000	\$ 456



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

March 11, 2020

Job No.: 3685.07

ALTERNATIVE #1
SOUTH BOUNDARY ROAD
PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
WATER MAIN EXTENSION (7,670 LF)
MARINA COAST WATER DISTRICT
Del Rey Oaks & Monterey, California

Item Description	Quantity	Unit	Unit Price	Amount
CONSTRUCTION CONTRACT				
<u>General</u>				
1 Mobilization/Demobilization	1	LS	\$ 100,000.00	\$ 100,000
2 Construction Staking	1	LS	\$ 15,000.00	\$ 15,000
Sub-Total General				\$ 115,000
<u>Water Main Construction</u>				
1 16-Inch Ductile Iron Pipe, Incl. All Valves, Fittings and Restraints	7,670	LF	\$ 250.00	\$ 1,917,500
2 Connect to Existing 24" Water Main in General Jim Moore Blvd. Including All Valves and Fittings.	1	LS	\$ 15,000.00	\$ 15,000
3 8" PVC Water Service Lateral (Long Side)	7	EA	\$ 4,400.00	\$ 30,800
4 8" PVC Water Service Lateral (Short Side)	6	EA	\$ 3,700.00	\$ 22,200
Sub-Total Water Main Construction				\$ 1,985,500
SUPPORT COSTS				
1 Design	1	LS	\$ 58,000.00	\$ 58,000
2 Construction Administration	1	LS	\$ 12,500.00	\$ 12,500
Sub-Total Support Costs				\$ 70,500
Sub-Total Construction Contract				\$ 2,100,500
20% CONTINGENCY				\$ 420,100
Total Construction Contract				\$ 2,520,600
Total Support Cost				\$ 70,500
TOTAL PROJECT COST (rounded to the nearest \$1,000)				\$ 2,591,000

Notes:

1. Long side lateral is estimated to be 44' long and would be capped for a future development connection.
2. Short side lateral is estimated to be 37' long and would be capped for a future development connection.
3. Does not include paving because work is done concurrently with roadway project.
4. Mobilization / Demobilization estimated at 5% of construction cost.



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

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March 11, 2020

Job No.: 3685.07

ALTERNATIVE #2
SOUTH BOUNDARY ROAD
PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
WATER MAIN EXTENSION (7,670 LF)
MARINA COAST WATER DISTRICT
Del Rey Oaks & Monterey, California

Item Description	Quantity	Unit	Unit Price	Amount
CONSTRUCTION CONTRACT				
<u>General</u>				
1 Mobilization/Demobilization	1	LS	\$ 100,000.00	\$ 100,000
2 Traffic Control	1	LS	\$ 100,000.00	\$ 100,000
3 Construction Staking	1	LS	\$ 15,000.00	\$ 15,000
4 Temporary Water Pollution Control	1	LS	\$ 20,000.00	\$ 20,000
Sub-Total General				\$ 235,000
<u>Demo & Grading</u>				
1 Sawcut AC Pavement	15,340	LF	\$ 0.50	\$ 7,670
2 Remove AC Pavement	640	Ton	\$ 20.00	\$ 12,800
Sub-Total Demo & Grading				\$ 20,470
<u>Water Main</u>				
1 16-Inch Ductile Iron Pipe, Incl. All Valves, Fittings and Restraints	7,670	LF	\$ 250.00	\$ 1,917,500
2 Connect to Existing 24" Water Main in General Jim Moore Blvd. Including All Valves and Fittings.	1	LS	\$ 15,000.00	\$ 15,000
3 8" PVC Water Service Lateral (Long Side Service Borings)	7	EA	\$ 13,200.00	\$ 92,400
4 8" PVC Water Service Lateral (Short Side Service Borings)	6	EA	\$ 11,100.00	\$ 66,600
Sub-Total Water Main				\$ 2,091,500
<u>Road Repair</u>				
1 Class II Aggregate Base (12" Thick)	760	CY	\$ 80.00	\$ 60,800
2 Hot Mix Asphalt (Type A)(5" Thick)	640	Ton	\$ 160.00	\$ 102,400
Sub-Total Road Repair				\$ 163,200
SUPPORT COSTS				
1 Design	1	LS	\$ 87,000.00	\$ 87,000
2 CEQA Determination (assume Categorical Exemption)	1	LS	\$ 5,000.00	\$ 5,000
3 Construction Management	1	LS	\$ 125,000.00	\$ 125,000
4 Pre-Construction Biological Surveys & Worker Education	1	LS	\$ 10,000.00	\$ 10,000
5 MEC Support	40	Days	\$ 5,500.00	\$ 220,000
Sub-Total Support Costs				\$ 447,000

Sub-Total Construction Contract	\$	2,510,170
20% CONTINGENCY	\$	502,034
Total Construction Contract	\$	3,012,204
Total Support Cost	\$	447,000
TOTAL PROJECT COST (rounded to the nearest \$1,000)	\$	3,459,000

Notes:

1. Long side lateral is estimated to be 44' long and would be capped for a future development connection.
2. Short side lateral is estimated to be 37' long and would be capped for a future development connection.
3. Mobilization / Demobilization estimated at 5% of construction cost.
4. Annual Escalation is not Included



March 11, 2020

Job No.: 3685.07

ALTERNATIVE #3
SOUTH BOUNDARY ROAD
PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
WATER MAIN EXTENSION (7,700 LF)
MARINA COAST WATER DISTRICT
Del Rey Oaks & Monterey, California

Item Description	Quantity	Unit	Unit Price	Amount
CONSTRUCTION CONTRACT				
<u>General</u>				
1 Mobilization/Demobilization	1	LS	\$ 100,000.00	\$ 100,000
2 Traffic Control	1	LS	\$ 50,000.00	\$ 50,000
3 Construction Staking	1	LS	\$ 15,000.00	\$ 15,000
4 Temporary Water Pollution Control	1	LS	\$ 20,000.00	\$ 20,000
Sub-Total General				\$ 185,000
<u>Demo & Grading</u>				
1 Sawcut AC Pavement	15,400	LF	\$ 0.50	\$ 7,700
2 Remove AC Pavement	320	Ton	\$ 20.00	\$ 6,400
Sub-Total Demo & Grading				\$ 14,100
<u>Water Main</u>				
1 16-Inch Ductile Iron Pipe, Incl. All Valves, Fittings and Restraints	7,700	LF	\$ 250.00	\$ 1,925,000
2 Budget for Extra Water Main Horizontal Fittings Due to Non-Linear Pipe	7,700	LF	\$ 20.00	\$ 154,000
3 Connect to Existing 24" Water Main in General Jim Moore Blvd. Including All Valves and Fittings.	1	LS	\$ 15,000.00	\$ 15,000
4 8" PVC Water Service Lateral (Long Side Service Borings)	7	EA	\$ 21,000.00	\$ 147,000
5 8" PVC Water Service Lateral (Short Side)	6	EA	\$ 1,000.00	\$ 6,000
Sub-Total Water Main				\$ 2,247,000
<u>Road Repair</u>				
1 Class II Aggregate Base (6" Thick)	380	CY	\$ 80.00	\$ 30,400
2 Hot Mix Asphalt (Type A) (2.5" Thick)	320	Ton	\$ 160.00	\$ 51,200
3 Construction Access Constraint Contingency	1	LS	\$ 25,000.00	\$ 25,000
Sub-Total Road Repair				\$ 106,600

SUPPORT COSTS

1	Design	1	LS	\$	87,000.00	\$	87,000
2	CEQA Determination (<i>assume Categorical Exemption</i>)	1	LS	\$	5,000.00	\$	5,000
3	Construction Management	1	LS	\$	130,000.00	\$	130,000
4	Pre-Construction Biological Surveys & Worker Education	1	LS	\$	10,000.00	\$	10,000
5	MEC Support	40	Days	\$	5,500.00	\$	220,000
<hr/>							
Sub-Total Support Costs							
\$ 452,000							

Sub-Total Construction Contract	\$	2,552,700
20% CONTINGENCY	\$	510,540
Total Construction Contract	\$	3,063,240
Total Support Cost	\$	452,000
TOTAL PROJECT COST (<i>rounded to the nearest \$1,000</i>)	\$	3,515,000

Notes:

1. Long side lateral is estimated to be 70' long and would be capped for a future development connection.
2. Short side lateral is estimated to be 10' long and would be capped for a future development connection.
3. Mobilization / Demobilization estimated at 5% of construction cost.
4. Annual Escalation is not included

Marina Coast Water District
DRAFT Five-Year CIP

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
Marina Water										
MW-0111 (W2)	Beach Road Pipeline	\$20,000	\$454,815	\$0	\$0	\$0	\$0	\$0	\$474,815	E
MW-0302(W1)	Crescent Ave Connector to Reservoir 2	\$10,000	\$196,000	\$0	\$0	\$0	\$0	\$0	\$206,000	E
MW-0304(W3)	Marina Sta. (Armstrong Ranch) Development	\$0	\$0	\$0	\$0	\$0	\$0	\$2,997,000	\$2,997,000	S
MW-W4	California Avenue Pipeline	\$0	\$0	\$0	\$0	\$0	\$584,000	\$0	\$584,000	M
MW-W5	Lynscott Drive Pipeline Replacement	\$0	\$0	\$0	\$0	\$0	\$684,000	\$0	\$684,000	S
	Subtotal	\$30,000	\$650,815	\$0	\$0	\$0	\$1,268,000	\$2,997,000	\$4,945,815	
Marina Sewer										
MS-0143 (S13)	Replace Lift Station No. 6 (Crescent)	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	E
MS-0202 (S3)	Carmel Ave Sewer Main Improvement Project	\$0	\$60,000	\$330,000	\$0	\$0	\$0	\$0	\$390,000	E
MS-14	San Pablo Condition Improvements	\$0	\$0	\$0	\$46,200	\$0	\$0	\$0	\$46,200	E
MS-0205 (S6)	Reservation Road - 200 ft West of Crest View Court to Nicklas Ln	\$0	\$0	\$0	\$0	\$375,000	\$0	\$0	\$375,000	M
MS-0137 (S5)	Reservation Road - Via Del Camino to Del Monte Blvd	\$0	\$0	\$0	\$0	\$0	\$489,800	\$0	\$489,800	M
MS-0203 (S1)	Marina Sta. - Abdy Way & Dunes Lift Station Diversion Project	\$0	\$0	\$0	\$0	\$0	\$0	\$2,082,600	\$2,082,600	S
MS-2	Peninsula Drive and Vista Del Camino Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$699,200	\$699,200	E
MS-4	Lake Drive Pipeline Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$754,300	\$754,300	M
MS-12	Dunes Lift Station Capacity Improvement	\$0	\$0	\$0	\$0	\$0	\$0	\$2,093,400	\$2,093,400	E
MS-M2	Del Monte Blvd	\$0	\$0	\$0	\$0	\$0	\$0	\$553,161	\$553,161	E
MS-0207 (M1)	Marina WWTP Demolition	\$0	\$0	\$0	\$0	\$0	\$0	\$883,300	\$883,300	E
	Subtotal	\$100,000	\$60,000	\$330,000	\$46,200	\$375,000	\$489,800	\$7,065,961	\$8,466,961	

Category Legend	
E=	CIP supports existing Infrastructure
S=	CIP supports a single parcel's or owner's project
M=	CIP supports projects for multiple parcels or owners

**Marina Coast Water District
DRAFT Five-Year CIP**

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
Ord Water										
OW-0206	Inter-Garrison Road Pipeline Up-Sizing	\$772,400	\$0	\$0	\$0	\$0	\$0	\$0	\$772,400	M
OW-0193 (W17)	Imjin Parkway Pipeline, Reservation Rd to Abrams Drive	\$51,000	\$1,070,000	\$0	\$0	\$0	\$0	\$0	\$1,121,000	E
OW-0202 (W18)	South Boundary Road Pipeline	\$40,000	\$2,660,000	\$0	\$0	\$0	\$0	\$0	\$2,700,000	M
OW-0306	D-Zone Booster Pump Replacement	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000	E
OW-0201 (W8)	Gigling Transmission from D Booster to GJM Blvd	\$0	\$125,000	\$785,000	\$0	\$0	\$0	\$0	\$910,000	E
OW-0204 (W20)	2nd Ave Connection, Reindollar to Imjin Pkwy	\$0	\$0	\$0	\$1,890,000	\$0	\$0	\$0	\$1,890,000	E
OW-0230 (W25)	Wellfield Main 2B -Well 31 to Well 34	\$0	\$0	\$0	\$1,455,000	\$0	\$0	\$0	\$1,455,000	E
OW-0127 (W6)	CSUMB Pipeline Up-Sizing -Commercial Fireflow	\$0	\$0	\$0	\$0	\$298,000	\$0	\$0	\$298,000	E
OW-0167 (W7)	1st Ave Extension, Light Fighter to Gigling Rd	\$0	\$0	\$0	\$0	\$595,000	\$0	\$0	\$595,000	E
OW-0210 (W19)	Sand Tank Demolition	\$0	\$0	\$0	\$0	\$0	\$552,000	\$0	\$552,000	E
OW-9	Zone B Fire Flow Improvements	\$0	\$0	\$0	\$0	\$0	\$960,000	\$0	\$960,000	E
OW-10	Seaside Resort Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$2,108,000	\$2,108,000	S
OW-11	Seaside Resort Pipeline - Coe Avenue	\$0	\$0	\$0	\$0	\$0	\$0	\$684,000	\$684,000	M
OW-12	Seaside East Pipeline - Zone D	\$0	\$0	\$0	\$0	\$0	\$0	\$535,000	\$535,000	M
OW-14	Parker Flats Cutoff Road Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$2,030,000	\$2,030,000	M
OW-0118 (W15)	East Garrison Storage and Transmisson	\$0	\$0	\$0	\$0	\$0	\$0	\$10,101,000	\$10,101,000	S
OW-0214 (W22)	Imjin Road, 8th St. to Imjin Pkwy	\$0	\$0	\$0	\$0	\$0	\$0	\$1,169,000	\$1,169,000	E
OW-0171 (W13)	Eucalyptus Rd Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$4,312,000	\$4,312,000	M
OW-0216 (W16)	UCMBEST Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$5,349,000	\$5,349,000	S
	Subtotal	\$863,400	\$3,935,000	\$785,000	\$3,345,000	\$893,000	\$1,512,000	\$26,288,000	\$37,621,400	

**Marina Coast Water District
DRAFT Five-Year CIP**

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
Ord Sewer										
OS-0147 (S11)	Ord Village Sewer Pipeline & Lift Station Impr Project	\$96,000	\$3,300,000	\$0	\$0	\$0	\$0	\$0	\$3,396,000	E
OS-0205 (S19)	Imjin LS & Force Main Improvements-Phase 1	\$125,000	\$1,161,370	\$0	\$0	\$0	\$0	\$0	\$1,286,370	M
OS-0152 (S18)	Hatten & Booker LS Improvements Project	\$137,000	\$395,000	\$0	\$0	\$0	\$0	\$400,000	\$932,000	E
OS-0203 (S15)	Gigling LS and FM Improvements	\$0	\$2,125,000	\$0	\$0	\$0	\$0	\$0	\$2,125,000	E
OS-0153 (MS-06)	Misc. Lift Station Improvements	\$0	\$0	\$170,000	\$0	\$424,000	\$0	\$903,360	\$1,497,360	E
OS-0154 (MS-01)	Del Rey Oaks-Collection System Planning	\$0	\$0	\$0	\$61,200	\$0	\$0	\$0	\$61,200	S
OS-0204 (S8)	CSUMB Developments	\$0	\$0	\$0	\$625,000	\$0	\$0	\$0	\$625,000	S
OS-0215 (MS-05)	Demolish Ord Main Garrison WWTP	\$0	\$0	\$0	\$0	\$0	\$1,625,000	\$0	\$1,625,000	E
OS-0148 (S7)	Sea Haven Sewer Pipeline Improvements Project	\$0	\$0	\$0	\$0	\$0	\$668,700	\$0	\$668,700	M
OS-0202 (MS-02)	Sewer Improvements-DRO	\$0	\$0	\$0	\$0	\$0	\$502,454	\$1,537,510	\$2,039,964	M
OS-0151 (MS-08)	Cypress Knolls Sewer Pipeline Improvements Project	\$0	\$0	\$0	\$0	\$0	\$0	\$97,424	\$97,424	S
OS-0150 (S21)	East Garrison Lift Station Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$550,000	E
OS-0206 (S22)	Reservation Road Lift Station Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	E
OS-0210 (S9)	1st Ave Sewer Pipeline Replacement Project	\$0	\$0	\$0	\$0	\$0	\$0	\$408,340	\$408,340	M
OS-0214 (MS-04)	Intergarrison/8th Ave SS (for East-West Connector developments)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,035,000	\$1,035,000	M
OS-0213 (MS-03)	MOW Capacity Buy-In Beyond 2.2 MGD	\$0	\$0	\$0	\$0	\$0	\$0	\$11,040,808	\$11,040,808	M
OS-10	Sewer Improvements-Seaside East - Eucalyptus Road	\$0	\$0	\$0	\$0	\$0	\$0	\$2,147,500	\$2,147,500	S
OS-0216 (MS-06)	Sewer Improvements-Seaside East	\$0	\$0	\$0	\$0	\$0	\$0	\$6,480,079	\$6,480,079	S
	Subtotal	\$358,000	\$6,981,370	\$170,000	\$686,200	\$424,000	\$2,796,154	\$24,675,021	\$36,090,745	

Category Legend

- E= CIP supports existing Infrastructure
- S= CIP supports a single parcel's or owner's project
- M= CIP supports projects for multiple parcels or owners

**Marina Coast Water District
DRAFT Five-Year CIP**

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
General Water (29% Marina, 71% Ord)										
GW-0112 (W21)	A1 & A2 Zone Tanks & B/C Booster Station	\$364,720	\$6,695,000	\$6,590,000	\$0	\$0	\$0	\$0	\$13,649,720	M
GW-0305 (W23)	California Ave & Imjin Pkwy Pipeline - Abrams to Marina Heights	\$0	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$2,400,000	M
GW-0307	Intertie Meter Replacement	\$0	\$81,000	\$0	\$0	\$0	\$0	\$0	\$81,000	E
GW-0123 (W27)	B2" Zone Tank @ CSUMB "	\$0	\$140,000	\$1,275,000	\$8,102,000	\$0	\$0	\$0	\$9,517,000	M
W24	Marina Heights Transmission Main	\$0	\$0	\$0	\$0	\$2,120,000	\$0	\$0	\$2,120,000	S
GW-0210 (W26)	Reservoir A3 (1.6 MG)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,186,000	\$7,186,000	M
GW-28	Well 35 Pump Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$103,000	\$103,000	M
GW-29	Wellhead Treatment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,081,000	\$2,081,000	M
	Subtotal	\$364,720	\$9,316,000	\$7,865,000	\$8,102,000	\$2,120,000	\$0	\$9,370,000	\$37,137,720	
Water District-Wide (24% MW, 6%MS, 56%OW, 14%OS)										
WD-0106 (WD1)	Corp Yard Demolition & Rehab	\$24,000	\$520,000	\$500,000	\$0	\$0	\$0	\$0	\$1,044,000	E
WD-0308	Emergency Generator Project	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	E
WD-0309	Human Machine Interface (HMI) Pump Station Installation	\$0	\$325,000	\$0	\$0	\$0	\$0	\$0	\$325,000	E
	Subtotal	\$1,524,000	\$845,000	\$500,000	\$0	\$0	\$0	\$0	\$2,869,000	
Shared Project Costs										
	Marina Water Cost Center Share	\$471,529	\$2,904,440	\$2,400,850	\$2,349,580	\$614,800	\$0	\$2,717,300	\$11,458,499	
	Marina Sewer Cost Center Share	\$91,440	\$50,700	\$30,000	\$0	\$0	\$0	\$0	\$172,140	
	Ord Water Cost Center Share	\$1,112,391	\$7,087,560	\$5,864,150	\$5,752,420	\$1,505,200	\$0	\$6,652,700	\$27,974,421	
	Ord Sewer Cost Center Share	\$213,360	\$118,300	\$70,000	\$0	\$0	\$0	\$0	\$401,660	
Total Costs										
	Marina Water	\$501,529	\$3,555,255	\$2,400,850	\$2,349,580	\$614,800	\$1,268,000	\$5,714,300	\$16,404,314	
	Marina Sewer	\$191,440	\$110,700	\$360,000	\$46,200	\$375,000	\$489,800	\$7,065,961	\$8,639,101	
	Ord Water	\$1,975,791	\$11,022,560	\$6,649,150	\$9,097,420	\$2,398,200	\$1,512,000	\$32,940,700	\$65,595,821	
	Ord Sewer	\$571,360	\$7,099,670	\$240,000	\$686,200	\$424,000	\$2,796,154	\$24,675,021	\$36,492,405	
	Total	\$3,240,120	\$21,788,185	\$9,650,000	\$12,179,400	\$3,812,000	\$6,065,954	\$70,395,982	\$127,131,641	

**Marina Coast Water District
DRAFT Five-Year CIP**

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
Water Augmentation										
RW-0156	RUWAP - Transmission Main & Reservoir	\$10,510,327	\$0	\$0	\$0	\$0	\$0	\$0	\$10,510,327	
RW-0306	RUWAP - Imjin Parkway Reservation Rd. to Abrams Dr.	\$50,000	\$885,000	\$0	\$0	\$0	\$0	\$0	\$935,000	
RW-0174	RUWAP - Distribution System	\$200,000	\$11,239,582	\$0	\$0	\$0	\$0	\$0	\$11,439,582	
TRT-2	Onsite Conversions	\$0	\$0	\$750,000	\$0	\$0	\$0	\$0	\$750,000	
TRT-1	Advance Water Treatment	\$0	\$0	\$0	\$0	\$20,235,647	\$0	\$0	\$20,235,647	
P-3	Distribution Pipeline -Abrams Rd. from Imjin to Bunker Hill	\$0	\$0	\$0	\$0	\$0	\$421,146	\$0	\$421,146	
P-7	Distribution Pipeline -2nd Ave. from 10th St. to 9th St.	\$0	\$0	\$0	\$0	\$0	\$137,330	\$0	\$137,330	
P-9	Distribution Pipeline -from Black Horse Res. to Eucalyptus Rd.	\$0	\$0	\$0	\$0	\$0	\$0	\$571,055	\$571,055	
P-10	Distribution Pipeline - Normandy from GJM Blvd to Parker Flats Rd.	\$0	\$0	\$0	\$0	\$0	\$0	\$430,302	\$430,302	
WAP 1-4	Water Augmentation Project	\$0	\$0	\$0	\$0	\$10,200,000	\$0	\$0	\$10,200,000	
	Subtotal	\$10,760,327	\$12,124,582	\$750,000	\$0	\$30,435,647	\$558,476	\$1,001,357	\$55,630,389	

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-G

Meeting Date: July 20, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-47 for the Purchase of a New Vactor Ramjet Hydro-cleaner from Owens Equipment for the Operations and Maintenance Department

Staff Recommendation: The Board of Directors to approve the purchase of a new Vactor Ramjet in the amount not-to-exceed of \$298,391.22 from Owens Equipment and authorize the General Manager to sign all the necessary documents.

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 District wastewater collection system is regulated under State Water Resources Control Board Statewide General Discharge Requirements Order No. 2006-0003-DWQ.

Discussion/Analysis: The District Operations and Maintenance department maintains the District's sewer systems by preventative measures by hydro-cleaning the gravity sewer lines. This important task is done by utilizing a hydro-cleaner vehicle. This vehicle is used daily within the Operations and Maintenance Department because they help reduce sanitary sewer overflows (SSO's). Also, in the event of an SSO, the truck is utilized to unblock the clogged line.

The District currently has one (1) hydro-cleaner in its fleet, a 2008 International 7400 Camel Jet. This truck has reached the end of its useful life and needs replacement. The typical life span for these vehicles is 12 years. The District recently purchased a new Vactor Combination-Cleaner and the Operations and Maintenance staff have been very pleased with the controls and safety features of the vehicle. Therefore, staff requested a demo of a Vactor Ramjet from Owens Equipment to see the functionality of their hydro-cleaner vehicle. Staff was very pleased with the similar controls and safety features since the truck is manufactured by the same company. Since the controls mirror the combination-cleaner and the functionality is similar, this eliminates training requirements, and Operator error on the vehicle and makes it much more user friendly. Also, the requested hydro-cleaner will sit on the same chassis as the combination-cleaner, thus simplifying and reducing the learning curve greatly.

Therefore, a quote under Sourcewell was sought out from Owens Equipment who is the only distributor of Vactor in the District's area for a Vactor Ramjet Hydro-cleaner. The District has been a member of Sourcewell since 2013 and has purchased equipment previously through this intergovernmental purchasing program.

This piece of equipment is built on order, and there is currently a delivery wait time of approximately 7-8 months. Staff is recommending the Board of Directors approve the purchase

of a new Vactor Ramjet in the amount not-to-exceed of \$298,391.22. Price includes an extended 5-year warranty and payment terms are net 30 days after equipment delivery.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: \$315,000.00 was budgeted for this fiscal year for the replacement hydro-cleaner. Cost allocations would be 29% Marina Sewer, and 71% Ord Sewer.

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2020-47; and, a copy of the Sourcewell Vactor Ramjet proposal, and a copy of the Vactor Ramjet brochure.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

July 20, 2020

Resolution No. 2020 - 47
Resolution of the Board of Directors
Marina Coast Water District

Approving the purchase of a New Vactor Ramjet Hydro-cleaner from Owens Equipment for the Operations and Maintenance Department

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on July 20, 2020 via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, 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, the Operations and Maintenance department utilizes a hydro-cleaner to maintain the District’s sewer lines; and,

WHEREAS, the District’s current 2008 Camel Jet hydro-cleaner has reached its useful life; and,

WHEREAS, the District has been a member of Sourcewell, a government unit which falls under intergovernmental purchasing of the District’s procurement policy; and,

WHEREAS, the purchase is not through Federal funds; and,

WHEREAS, the District received a proposal from Owens equipment through Sourcewell for a brand new, to-be-built-on-order, Vactor Ramjet in the amount of \$298,931.22.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby approve the purchase from Owens of a new, to be built, Vactor Ramjet Equipment in the amount not-to-exceed of \$298,391.22 and authorizes the General Manager to execute all necessary contracts and documents to procure the vehicle.

PASSED AND ADOPTED on July 20, 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. 2020-47 adopted July 20, 2020.

Keith Van Der Maaten, Secretary



Presents a Proposal Summary

of the



Jetter

for

Marina Coast Water
2840 4th Ave.
Marina, CA 93933
USA

PRODUCT DESCRIPTION

- RamJet Front Reel 2,000 Gallons

STANDARD FEATURES

- 2-1/2" x 25' Fill Hose w/ Connections Street Side and Curb Side
- 304 Stainless Steel Tank w/Baffle w/10 Yr Warranty
- Intuitouch Electronic Package
- (3) Nozzles w/ Carbide Inserts
- Hydrant Wrench
- Handgun Assembly w/ 35' x 3/8" Hose w/ Quick Disconnects
- Un-Shrouded
- Color Coded Sealed Electrical System
- Aluminum Rear Fenders w/ Mud Flaps and Anti-Sail Brackets
- Hydraulic Oil Sight Gauge
- Electric Back-Up Alarm
- 10'-6" Low Profile (Based on Vactor Stock Chassis Spec)
- Multi-Flow Water System
- Hydraulic Manifold Hose Reel Controls
- Low Water Alarm with Water Pump Flow Indicator
- 3" Y-Strainer Filter in Water Tank Fill w/ Cleanable Filter Accessible at Ground Level
- Flexible Hose Guide
- 3" Y-Strainer Filter in Jet Rodder Pump Suction w/ Cleanable Filter Accessible at Ground Level
- 80 GPM @ 2500 PSI (Certified)
- Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
- 1" Water Relief Valve
- Side Mounted Jet Rodder Pump W/ Two Yr. Warranty
- Road-Side Hazard Kit
- Fire Extinguisher 5 Lbs.
- Digital Hose Footage Counter
- Hydraulic Tank Suction Shutoff Valves
- Hydraulic Oil Temp Alarm w/Indicator and Shutdown
- Tachometer / Chassis Engine w/ Hour Meter / Oil Pressure / Coolant Temperature / Hour Meter
- Circuit Breakers
- LED Lights, Clearance, Backup, Stop, Tail, & Turn
- Tow Hooks, Rear
- Tow Hooks, Front
- Over Fender Toolbox- Passenger Side, 52W x26H x 24D
- Camera System, Front, Rear and both sides
- Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
- Rear Basket
- 80 GPM @ 2500 PSI Water System
- Module Paint, Dupont Imron Elite - Wet on Wet
- 1" x 25' Leader Hose w/1" Nozzle Pipe
- Vactor Manual, Partial Manual and USB Version - 1 + Dealer

ADDITIONAL FEATURES

- Hose Wind Guide (Dual Roller), Auto, Indexing w/ Pinch Roller
- Wireless Remote w/Hose Reel Controls - Belly-Pack
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Behind Cab Toolbox - 22W x 30H x 72D
- Over Fender Toolbox- Driver Side, 100W x48H x 24D
- Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/(2) LED Side Markers
- Handgun Couplers, Front and Rear

- Rodder Pump Drain Valves
- Digital Water Level Indicator
- Digital Water Pressure Gauge
- Rear Directional Control, Signal Master LED Arrow Stick, 8 Lights
- Front Directional Control, Signal Master LED Arrow Stick, 8 Lights
- Work light, Operators Station
- Work light, Hose Reel Manhole
- 6 Light Package, 6 Federal Signal Strobe Lights, LED
- Hose Reel Wrapped for Delivery
- Safety Cone Storage Rack
- Handheld Wireless 12V/110V Rechargeable LED Spotlight w/Storage Basket
- Vactor Supplied Chassis, Single Axle, 2021 Freightliner 108SD, 270 HP, Auto, 37,000 GVWR, Air Brakes, GHG
- Vactor 5-year parts and labor extended warranty – see attached language re the extended warranty
- CUM EPA 2017: 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY.
- CUM EPA 2017: 5 YEARS / 100,000 MILES / 161,000 KM AFTERTREATMENT.
- ALLISON 3500 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES.
- FREIGHTLINER, CAB EXTENDED WARRANTY – 3 ADDITIONAL YEARS FOR A TOTAL OF 5 YEARS.
- TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP.

Sourcewell Price for Jetter Detailed Above, FOB Marina, CA.....	\$ 273,126.97
SALES TAX (9.25%)	\$ 25,264.25
LICENSING AND REGISTRATION.....	INCLUDED
TRAINING AND IN-SERVICE.....	INCLUDED
TOTAL SOURCEWELL PRICE, FOB Marina, CA.....	\$ 298,391.22

Price also includes parts and labor to install Digital Water Level Indicator on Marina Coast unit, serial number 20-03V-19251.

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 30 days. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 7-8 Months ARO signed

TERMS: Net 30 Days

If you have any questions please give me a call at (707) 237-1020.

Sincerely,

Ed Hodges

Ed Hodges
Regional Manager

I accept all terms and conditions and authorize Owen Equipment
to order the above units.

Date _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX, Series and Jettors</u>	10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.
<u>2100 Series and HXX only</u>	5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.
<u>2100 Series and Jettors</u>	2 years - Vactor Rodder Pump on all unit serial numbers starting with 13##V#####.

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Vactor/Guzzler distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses, gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR/GUZZLER MANUFACTURING

1621 S. Illinois Street
Streator, IL 61364

VACTOR EXTENDED LIMITED WARRANTY - 5 YEAR

Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (“VACTOR” or the “Company”) is warranted against defects in material and workmanship for a period of 12 months or 2000 hours provided the machine is used in a normal and reasonable manner. VACTOR offers for purchase a second, third, fourth and fifth year Extended Limited Warranty “ELW” for continuation of warranty coverage after the initial 12 month 2000 hour warranty has expired. The extended year(s) warranty is applicable only to the original user-purchaser for the period of the ELW that has been purchased (as measured from the date of delivery to the original user-purchaser) and is not transferable.

During the Extended Limited Warranty Period VACTOR will cause to be repaired or replaced, as the Company may elect, any part or parts such machine that the Company’s examination discloses to be defective in material or workmanship. Repairs or replacements are to be made at the selling VACTOR distributor’s locations or at other locations approved by VACTOR.

The VACTOR Extended Limited Warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, chassis, auxiliary engines, blowers, and transferences, which carry a separate extended warranty offered by the original manufacturer (purchased direct and separate from VACTOR extended warranty).
2. Normal adjustments and maintenance services (note: the Extended Limited Warranty is not a maintenance agreement, nor a maintenance contract).
3. Consumable parts such as but not limited to, oils, fluids, filters.
4. Normal wear parts with an expected limited service life such as but not limited to, hydraulic hoses, suction hoses, tubes, seals, belts.
5. Failures resulting from the machine being operated in a manner or for a purpose not recommended by VACTOR.
6. Repairs, modifications or alterations made without the express written consent of VACTOR, which in the Company’s sole judgment, have adversely affected the machine’s stability, operation or reliability.
7. Items subject to and failures resulting from misuse, negligence, accident or improper maintenance.

NOTE The use in the machine of any part other than parts approved by VACTOR may invalidate this warranty. VACTOR reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make VACTOR liable for loss, injury, or damage of any kind to any person or entity resulting from defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of VACTOR, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller. VACTOR makes no representation that the machine has the capacity to perform any functions other than as contained in the Company’s written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of VACTOR in connection with the sale, servicing or repair of any machine manufactured by the Company.

VACTOR reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

**VACTOR/GUZZLER MANUFACTURING
1621 SOUTH ILLINOIS STREET
STREATOR, IL 61364**

10/15/2004

QuoteNumber: 2020-36427

7 of 9

TERMS AND CONDITIONS

ORDERS: All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement.

F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders regularly entered cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

SHIPMENT: All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: The pricing attached does not include Federal, State or local taxes which are the buyer's responsibility. However, Vactor/Guzzler Manufacturing, Inc. shall be responsible for Federal Excise Tax (F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor/Guzzler will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor/Guzzler.

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING SELLER'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCURED.

SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT SELLER'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

TERMS AND CONDITIONS

This agreement shall be construed according to the laws of the State of Illinois. Failure at anytime by Vactor to exercise any right of the Company may have under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

This order, including the above terms and conditions, contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor.

I agree with the above terms and conditions:

Date: _____

RAISING THE BAR WITH REVOLUTIONARY TECHNOLOGY.



VACTOR[®]
RAMJET

SIMPLER. SMARTER. SMOOTHER.



When you start with a powerful machine that already delivers proven performance, versatility, operating ease and maneuverability, how do you make it even better? When it comes to our latest Ramjet™, we began by adding our exclusive IntuiTouch® controls for greater precision and enhanced productivity. Then, we improved the water plumbing to add even more storage options. All together it's a package of performance and power unmatched in the industry:

- IntuiTouch control system with one-touch activation
- Low-maintenance Jet Rodder® water pump
- Park-N-Clean™ technology for faster set-up at the job site
- Exclusive Modul-Flex design for maximum capacities and optimum weight distribution
- Stainless steel water tank offers greater strength and corrosion protection and comes with a 10-year warranty
- Superior cold weather operation that includes separate storage for wet and dry items

Like all Vactor® equipment, the latest Ramjet offers customized solutions, powerful support and unmatched quality.

MORE INTUITIVE THAN EVER BEFORE.

IntuiTouch In-Cab Controls

- One-Touch engagement to activate PTO – allowing operators to gain control of all operational systems
- Operator can engage road, jet, and recirculation mode with single push-button ease



IntuiTouch Control Panel

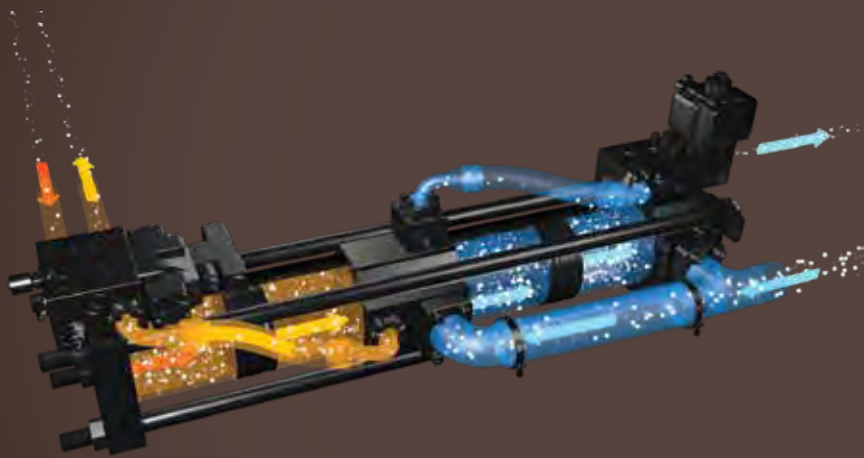
- Ergonomic controls with up/down adjustment for individualized maximum comfort
- Glove-friendly tactile buttons
- Reliable touch buttons with backlit feedback enable the operator to know if a selected function is active
- Hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- Operators have full control of the water system via a single Multi-Flow control dial - enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment



MAKING THE BEST EVEN BETTER.

High-Performance Park-N-Clean Technology

A system that allows the operator to literally park near the manhole and be cleaning within a minute or two — requiring minimal setup time. This makes things easier for the operator and results in better fuel efficiency and less wear on components.



Exceptional Jet Rodder Water Pump

Leading the industry in longevity and worry-free maintenance, the Jet Rodder water pump delivers smooth flow at the nozzle for general cleaning and root cutting. Includes the powerful “Jackhammer” action to break up the toughest blockages.

Optional Jet Rodder Water Pump Heated Cabinet

The aluminum heated enclosure keeps the pump and plumbing — including the high-pressure reel and all ball valves — covered and protected at all times. This exclusive design optimizes performance of the truck in cold weather.



FRONT-MOUNTED VS. REAR-MOUNTED.

Whether it's a front or rear mounted hose reel, every Ramjet is built to your needs with quality tested components and backed by the most experienced dealer network in the industry.

Front Hose Reel

- Capacities up to 1" x 1000'
- Rotates up to 270° to provide direct alignment to manholes
- Telescopes up to 15" forward



Rear Hose Reel

- Capacities up to 1" x 900'
- Rotates a total of 180°, 90° to curb side and 90° to streetside to provide direct alignment to manholes
- Available integral aluminum shroud with heavy-duty, see-through windows is available



**Demo the Vector
Ramjet today.**

Visit Vector.com to learn more.



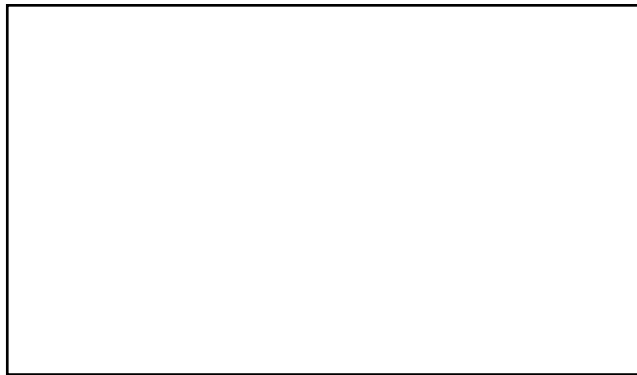
DISCOVER THE RENEWED RAMJET.

Performance you expect from a proven leader.



The Ramjet has long been one of our premier products, and this newest model takes its previous innovations even further. By providing greater precision, increased storage options and superior cold weather protection, these machines make the job safer, easier and more efficient for the operator.

Vactor has proudly been dedicated to continuously improving sewer cleaners for over fifty years, and the versatile and reliable Ramjet is just one of the highly customized solutions we offer.



Scan code
for more info



VACTOR[®]
Subsidiary of Federal Signal Corporation

vactor.com

Vactor Manufacturing, Inc. • 1621 South Illinois Street • Streator, IL 61364 USA
Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some product shown with optional equipment Vactor®, Jet Rodder®, Park-N-Clean™ and IntuiTouch® are registered trademarks of Vactor Manufacturing. This product may be covered by one or more United States Patents and/or pending applications. Vactor is a subsidiary of Federal Signal Corp. Federal Signal is listed in the NYSE by the symbol FSS.

Effective Date 2/20 P/N 00055-I ©2020 Vactor Manufacturing

Staff Reports

Marina Coast Water District
Staff Report

Agenda Item: 11-A

Meeting Date: July 20, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Fiscal Impact of COVID-19 Report

Summary: The Board of Directors requested monthly reports on the possible impact to the District's finances due to COVID-19.

This report includes the following:

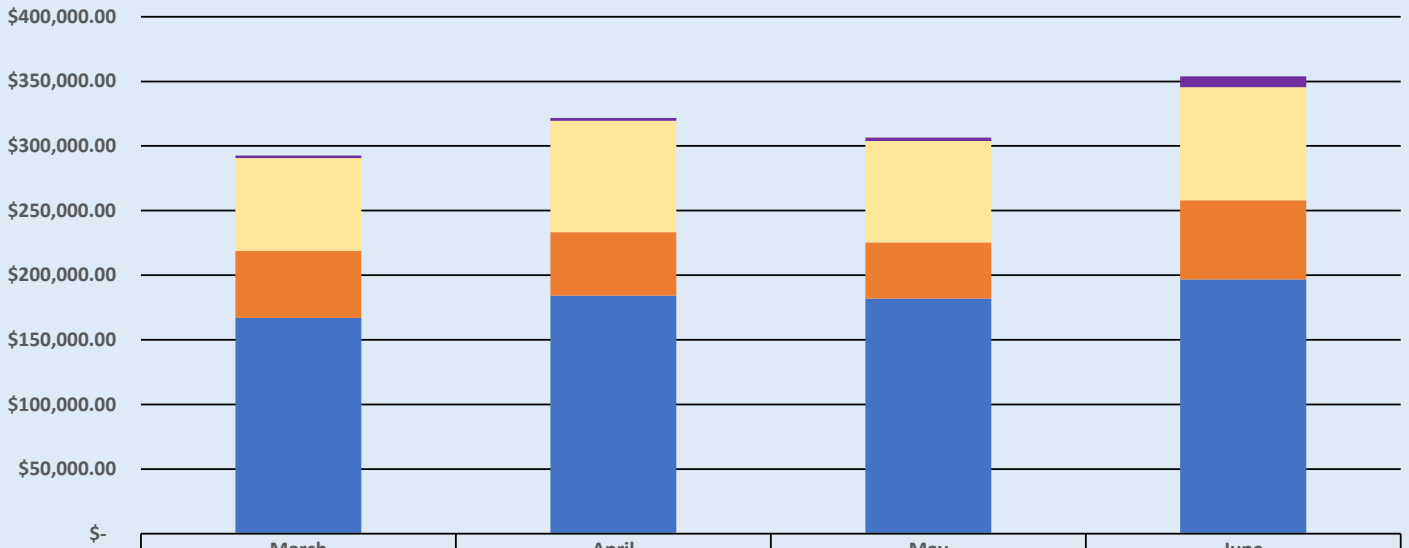
- Monthly revenues for the months during the pandemic
- Customer accounts aging information including changes from month to month
- Monthly customer payments comparison for the months March through June of 2019 and 2020

Central Marina water residential revenue has steadily increased while business and government revenue decreased during the previous three months but has rebounded somewhat in June. However, in the Ord Community, while residential revenue increased as expected, business revenues remained relatively stable overall with an uptick in June with the partial re-opening of some businesses.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic \$58,599 and \$220,167 respectively, however; there are contributing factors other than COVID-19 which may have caused the increases such the annual rate increases and a growing customer base, particularly in the Ord Community.

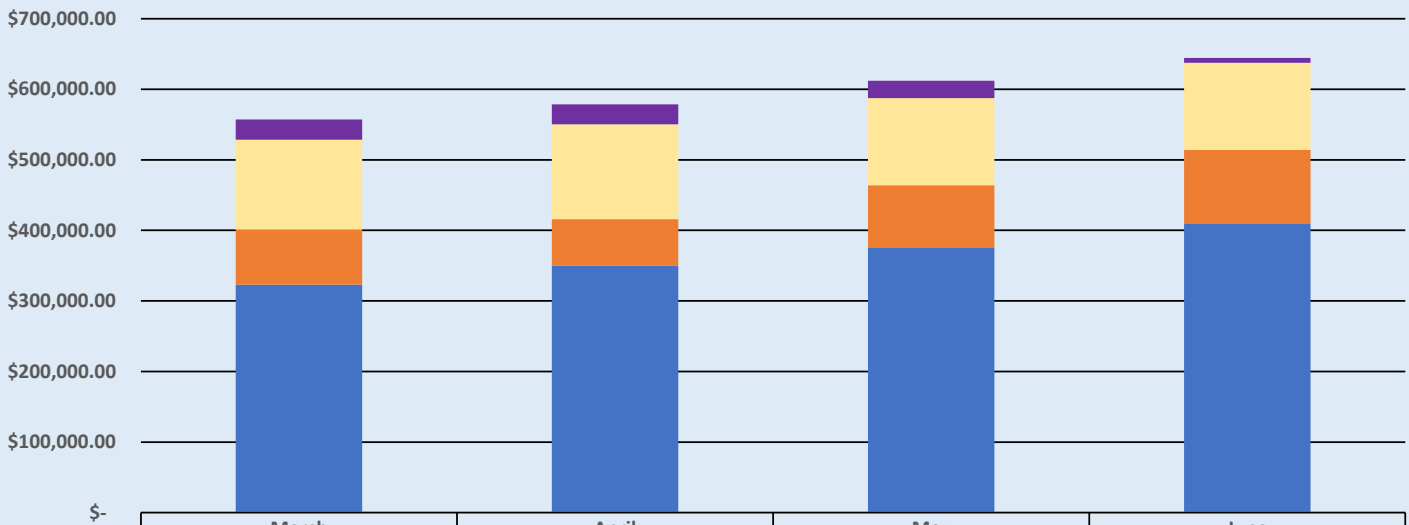
Customer payments have decreased in 2020 from 2019 for the months of March through May which, for the most part, can be attributed to COVID-19. The Ord Community's customer payments were impacted in April but rebounded in May. The large spike for Ord in June is due to the timing of payments from large users such as the military and CSUMB. Note that the Monterey Bay Military Housing payments of \$141,203 for April and May charges were paid in late June.

Central Marina Water Revenues March 1, 2020 - June 30, 2020



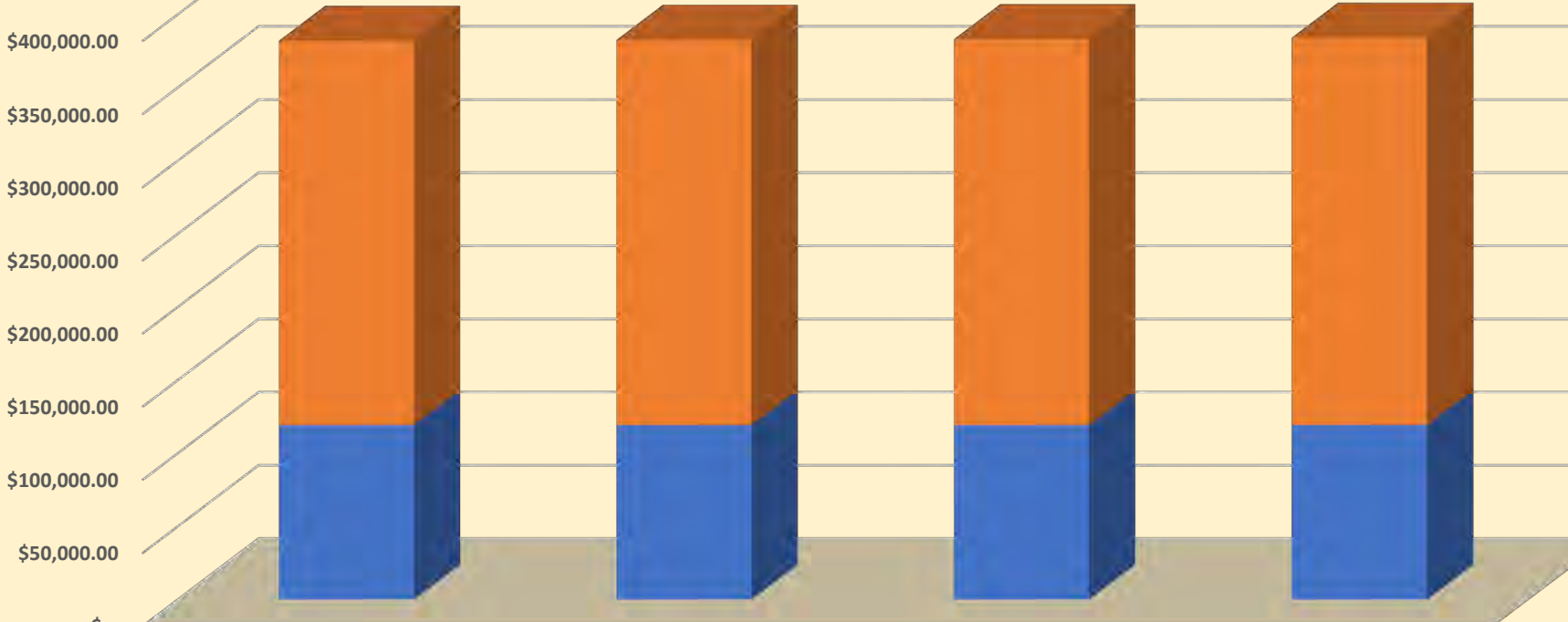
	March	April	May	June
Government	\$2,082.69	\$2,199.53	\$2,681.08	\$8,375.25
Multiples	\$71,831.26	\$86,182.79	\$78,597.85	\$87,366.97
Business	\$51,839.34	\$49,101.90	\$43,414.04	\$61,302.08
Residential	\$166,956.53	\$184,263.74	\$181,864.34	\$196,780.25

Ord Community Water Revenues March 1, 2020 - June 30, 2020



	March	April	May	June
Government	\$28,705.32	\$28,205.14	\$24,812.12	\$7,117.78
Multiples	\$127,466.37	\$134,402.07	\$123,469.80	\$123,338.62
Business	\$77,760.83	\$66,012.14	\$88,048.44	\$104,917.17
Residential	\$323,154.92	\$350,068.79	\$375,972.19	\$409,233.62

**MCWD Sewer Revenues
March 1, 2020 - June 30, 2020**



	March	April	May	June
Ord Community	\$262,703.22	\$263,249.79	\$263,784.70	\$264,722.86
Central Marina	\$119,282.65	\$119,288.17	\$119,282.33	\$119,345.10

**MARINA COAST WATER DISTRICT
CUSTOMER ACCOUNTS AGING REPORT
March 9, 2020 - June 9, 2020**

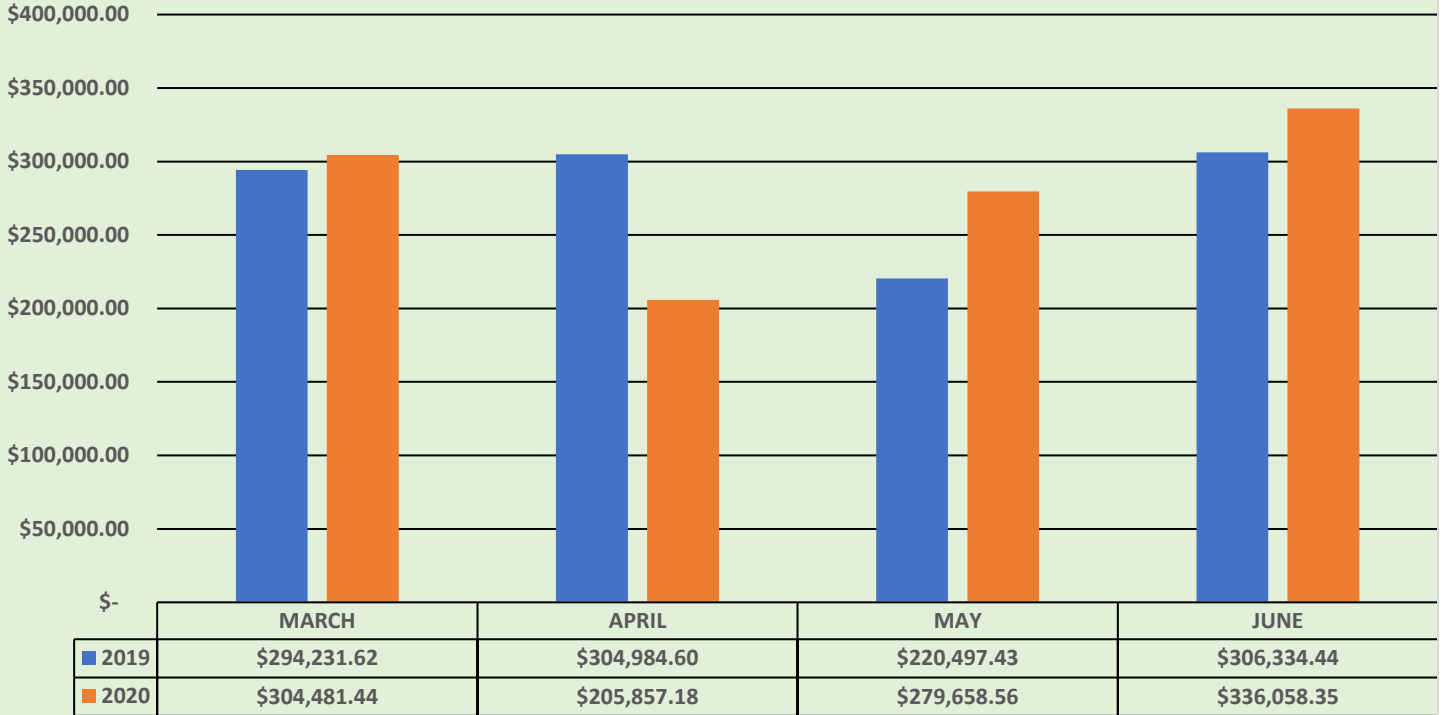
Central Marina

Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals
3/9/2020	\$ 35,543.27	\$ 3,875.86	\$ 4,293.09	\$ 1,611.13	\$ 45,323.35
4/9/2020	\$ 33,044.70	\$ 18,181.54	\$ 5,496.77	\$ 5,547.47	\$ 62,270.48
5/9/2020	\$ 28,890.08	\$ 20,642.06	\$ 17,487.23	\$ 9,091.91	\$ 76,111.28
6/9/2020	\$ 39,927.48	\$ 25,974.41	\$ 15,855.18	\$ 22,165.01	\$ 103,922.08
April Change	\$ (2,498.57)	\$ 14,305.68	\$ 1,203.68	\$ 3,936.34	\$ 16,947.13
%	-9%	69%	7%	43%	22%
May Change	\$ (4,154.62)	\$ 2,460.52	\$ 11,990.46	\$ 3,544.44	\$ 13,840.80
%	-13%	14%	218%	64%	22%
June Change	\$ 11,037.40	\$ 5,332.35	\$ (1,632.05)	\$ 13,073.10	\$ 27,810.80
%	28%	21%	-10%	59%	27%

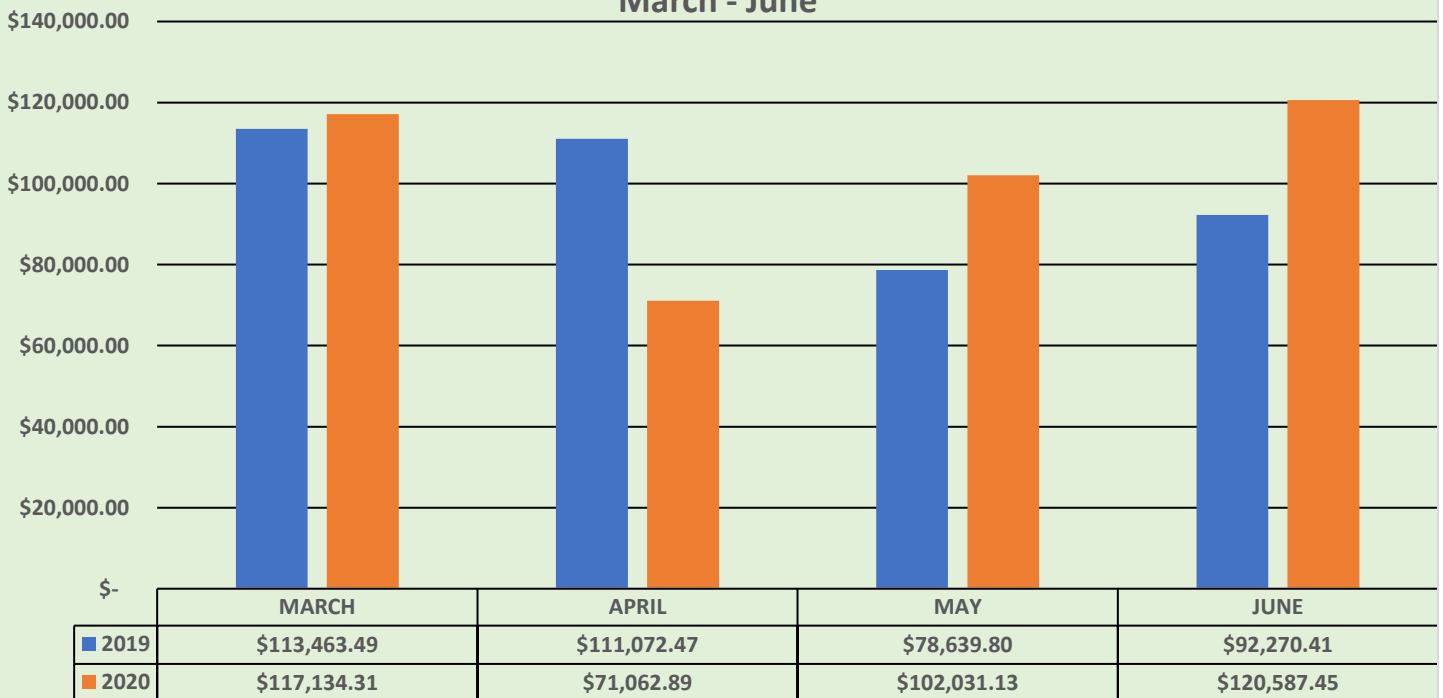
Ord Community

Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals
3/9/2020	\$ 78,063.43	\$ 38,972.14	\$ 27,577.38	\$ 736,205.62	\$ 880,818.57
4/9/2020	\$ 183,093.08	\$ 36,958.46	\$ 34,182.46	\$ 763,144.50	\$ 1,017,378.50
5/9/2020	\$ 81,034.10	\$ 50,592.95	\$ 28,286.58	\$ 796,635.38	\$ 956,549.01
6/9/2020	\$ 204,477.47	\$ 36,657.50	\$ 40,258.61	\$ 819,592.36	\$ 1,100,985.94
April Change	\$ 105,029.65	\$ (2,013.68)	\$ 6,605.08	\$ 26,938.88	\$ 136,559.93
%	130%	-4%	23%	3%	14%
May Change	\$ (102,058.98)	\$ 13,634.49	\$ (5,895.88)	\$ 33,490.88	\$ (60,829.49)
%	-56%	37%	-17%	4%	-6%
June Change	\$ 123,443.37	\$ (13,935.45)	\$ 11,972.03	\$ 22,956.98	\$ 144,436.93
%	60%	-38%	30%	3%	13%

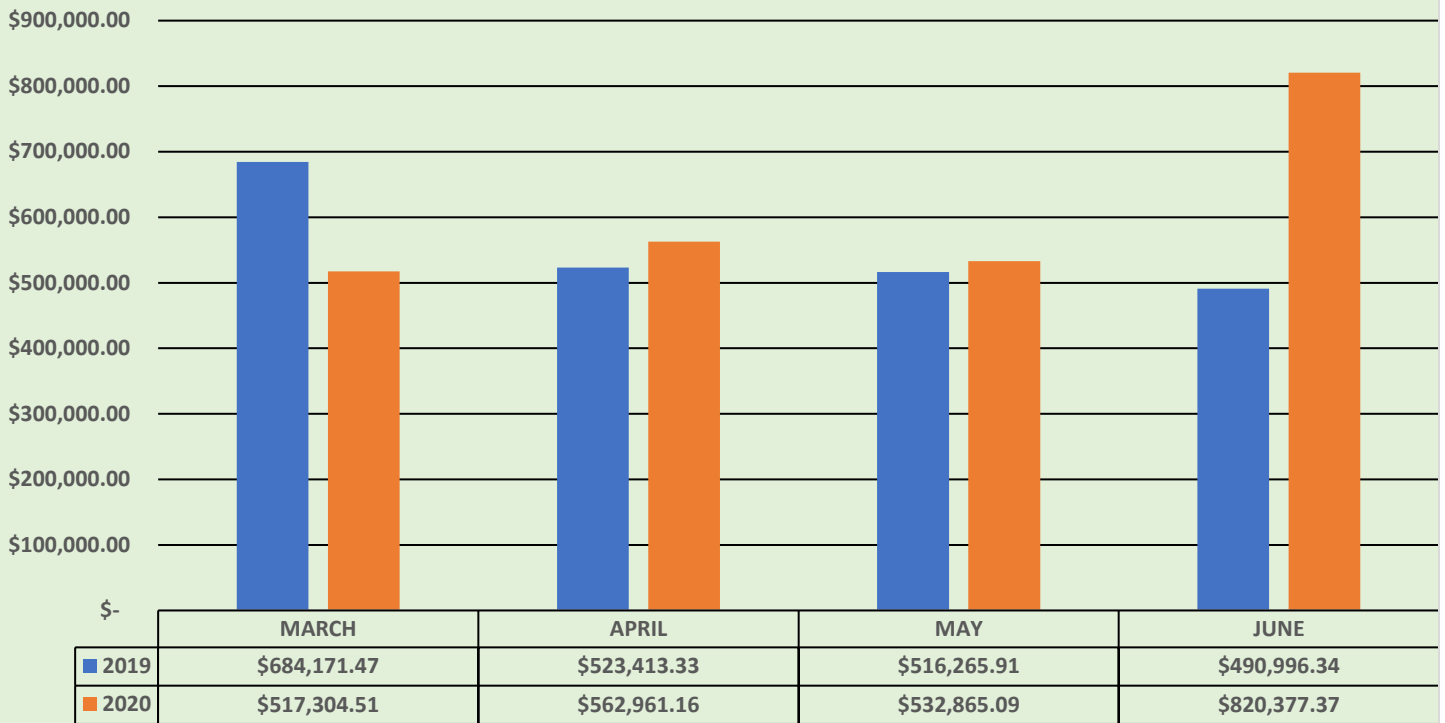
Central Marina Monthly Water Customer Payments March - June



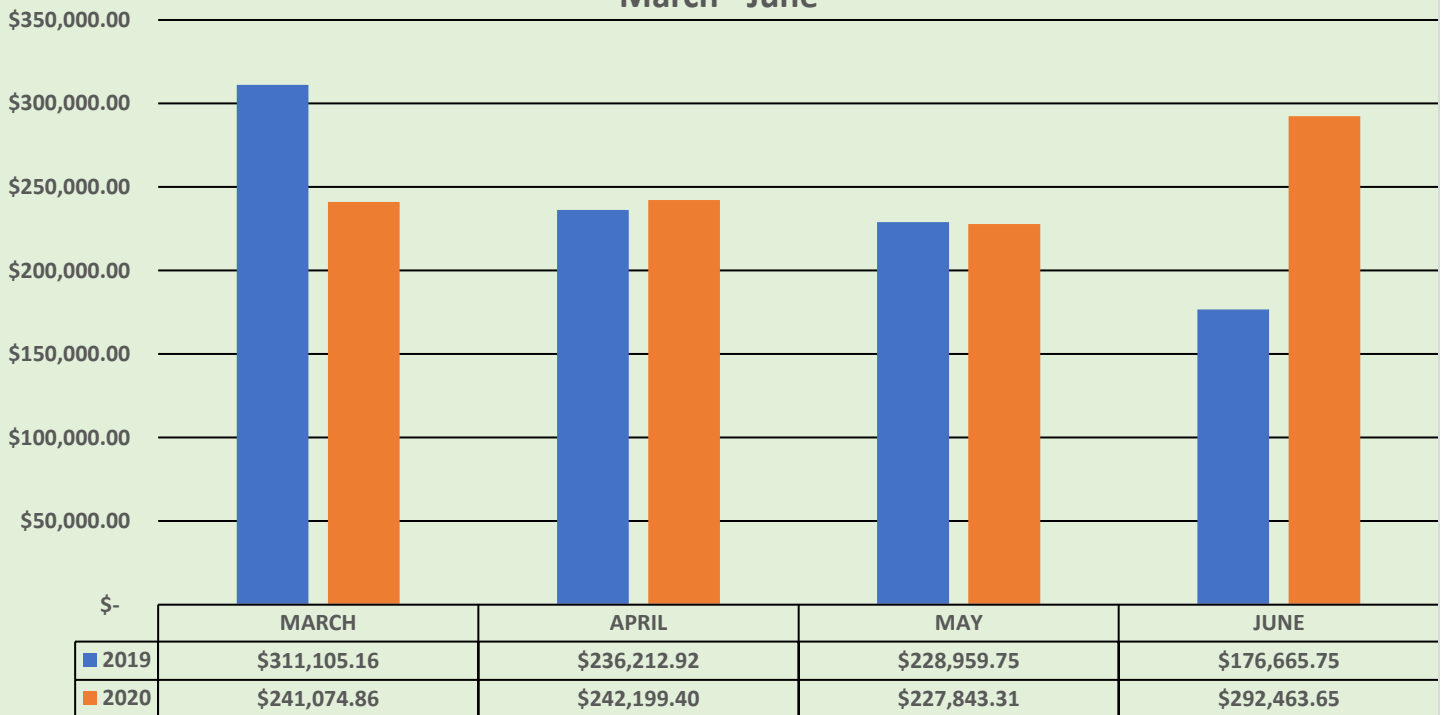
Central Marina Monthly Sewer Customer Payments March - June



Ord Community Monthly Water Customer Payments March - June



Ord Community Monthly Sewer Customer Payments March - June



Marina Coast Water District
Staff Report

Agenda Item: 11-B

Meeting Date: July 20, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Receive Information on the District's Water Quality Testing

Background: The District's water system (2710017) is regulated by the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW). DDW sets forth the required sampling for all public water systems. DDW is split into 24 districts throughout California to better serve and distribute their staff and time accordingly to each public water system. MCWD is regulated by District 05, located in Monterey. MCWD operates and maintains 7 potable drinking water wells, which are the District's sole source of water for its customers. These wells are regularly monitored for Bacteriological, Volatile Organic Compounds (VOC), Synthetic Organic Compounds (SOC), and Radiological contaminants. The District is also required to sample its water distribution system regularly for bacteria to ensure there are no system deficiencies.

Discussion: The District routinely monitors both its source water along with its distribution system. DDW gives the District a sampling and monitoring schedule for the District's potable water wells and for its distribution system. Sampling frequency for source water greatly depends on the contaminant and the level detected. Sampling requirements can vary to once every compliance cycle (9 years), once every compliance period (3 years), annually, quarterly, or more frequently if DDW determines its necessary. Contaminants that are detected in the District's wells are sampled and monitored more frequently than those that have non detects and are known not to increase rapidly.

The District is required to take 10 routine distribution samples per week. There is a total of 40 different sample sites throughout the District's water service area, to ensure a representative sample is taken in the distribution system. These samples are analyzed for total coliform and e. coli. Total coliform are indicator bacteria, which do not necessarily mean there is a health risk, but instead indicate the possibility of contamination. E. coli, on the other hand, is an acute health risk.

Another set of non-routine sampling that the District performs is the Unregulated Chemical Monitoring Rule (UCMR) samples. These samples are created by the Federal Environmental Protection Agency (EPA), and require all large public water systems (10,000 served or more) to sample a new list of no more than 30 unregulated contaminants. This requirement is once every five years, with a new list of contaminants for each sampling event. This is typically the first step in a contaminant becoming regulated with a maximum contaminant level (MCL) assigned.

Notification to the District's customers is required in the event of a public health risk, either acute or non-acute, or failure to monitor for a particular contaminant. There are three different levels of public notifications: tier 1, tier 2, and tier 3. Tier 1 is the most serious and requires public notification within 24 hours. Tier 2 requires public notification within 30 days, and tier 3 within a year. Also required by DDW, the District must provide their customers with a water quality report, also known as the Consumer Confidence Report, annually by June 30th of each year. This report highlights all the detected chemicals within the last nine years that were found in the

District's source wells, as well as the weekly bacteriological, disinfection-by-products, and lead and copper results. Since the District sampling group includes hundreds of different contaminants in our water system, only those that are detected are included in this report.

Summary: The District routinely monitors their water to ensure it meets all water quality standards set forth by the Federal and State government. All seven of the District's wells and the distribution system samples comply and meet or exceed the required standards. The District has provided its customers recently with the latest Consumer Confidence Report and continues to be transparent to its customers to ensure them that their drinking water meets all standards.

Marina Coast Water District
Staff Report

Agenda Item: 11-C

Meeting Date: July 20, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Receive a Report on Current Capital Improvement Projects

Staff Recommendation: The Board of Directors is requested to receive a report on current capital improvement projects.

Background: *Strategic Plan Mission Statement 2.0 – Our objective is to provide a high-quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers.*

The FY 2020-2021 Budget approved by the Board of Directors includes improvements and expansion plans for existing water delivery and wastewater collection systems. The annual Capital Improvement Projects (CIP) are prioritized and listed based on the 5-year Capital Improvement Program which is also updated annually with the budget. The Board requested to receive a report on current CIPs.

Discussion/Analysis: The attached Capital Improvement Project Status Report lists the active projects with the project number, title, description, justification and status of progression through design and construction. Also attached for reference is a map of the 2020-2021 Capital Improvement Projects to assist with the report.

Project No.	Title	Description	Justification	Status
MW-0111	Beach Road Pipeline - Del Monte Blvd. to DeForest Rd.	New 12" parallel pvc pipeline in Beach Road from DeForest Road to Del Monte Ave.	Adresses Fire Flow Deficiencies in Central Marina	Combined with RW-0174 projects, this project was deleted by change order but may be reinstated.
MW-0302	Crescent Ave Connector to Reservoir 2	New 12" pvc pipeline in Beach Road from Reservoir 2 to Crescent Ave.	Adresses Fire Flow Deficiencies in Central Marina	Combined with RW-0174 projects. See RW-0174 for status.
MS-0202	Carmel Avenue Sewer Main Improvement Project	10-inch and 12-inch pipeline to replace existing 8-inch pipeline from Seacrest Ave. to 400 feet west of Sunset Ave.	Adresses an existing capacity deficiency	Design in FY 20-21 and construction in FY 21-22
OW-0193	Imjin Pkwy Water Main Pipeline - Reservation Rd to Abrams Dr	2,800 LF of 12-inch pipeline	Improves connectivity within the B-zone between the Airport/UCMBest and Abrams/Preston Park area.	Combined with RW-0174 projects. See RW-0174 for status.
OW-0201	Gigling Transmission Main - D Booster to General Jim Moore Blvd	1,800 LF of 12-inch pipeline to replace existing 12-inch	Replaces existing 12" AC Pipe	Design in FY 20-21 and construction in FY 21-22
OW-0202	South Boundary Rd Pipeline	7,300 LF of 24-inch pipeline	Serves Del Rey Oaks and Monterey. Project sequenced to coincide with the FORA South Boundary Road project.	Lead Agency has transferred from FORA to Del Rey Oaks.
OW-0206	Inter-Garrison Road Pipeline Upsizing	Construct 1700-LF of 18-inch water main between East Garrison and Abrams Drive	For commercial Fire flow in East Garrison.	Notice of Completion Filed 4/27/20
OW-0306	D-Zone Booster Pump Replacement	Replace one D-Zone booster pump with a larger pump, motor and motor control center	The existing D-Zone pump is under-sized and near the end of its useful life. Replacing it with a larger pump will also extend the life of the other existing pump.	To be replaced in-house by O&M when time permits.
OS-0147	Ord Village LS & FM	Relocate lift station east of Hwy 1 and reconstruct force main in new alignment. Reuse 2016 replacement pumps.	History of sanitary sewer overflows from force main. Relocating the lift station eliminates two highway crossings and restores environmentally sensitive State Parks land.	Plans and specs 90% complete. Needs permit from the Presidio of Monterey (Army).
OS-0205	Imjin Lift Sta Improvements - Ph 1	First Phase is to construct new wetwell, electrical and controls. Reuse 2 existing pumps and install new 3rd pump. 2nd Phase is replace the force main.	The existing lift station is not operating efficiently and is undersized. The second phase will be needed to accommodate long-term growth.	Project awarded to GSE 3/16/20. Notice to Proceed 8/17/20. 180 days for construction following procurement of materials.
OS-0152	Hatten & Booker LS Improvements	Replacement or refurbishment of lift stations.	Smaller lift stations beyond their useful life and in need of repair.	Booker wet and dry pits will be replaced with submersible pump station as part of Sea Haven Ph 3 infrastructure by Wathen-Castanos.
OS-0203	Gigling LS & FM	Replacement of lift station and force main	The existing lift station has reached its useful life and in need of replacement.	Design in FY 20-21 and construction in FY 21-22

Project No.	Title	Description	Justification	Status
GW-0112	A1 & A2 Zone Tanks and B/C Booster Sta. - On CSUMB northwest of Inter-Garrison Rd and 6th Ave	Two 1.6 MG A-Zone storage tanks , B-Zone and C-Zone Booster Pump Station, and associated piping and facilities. Architectural treatments not to exceed 10% of tank cost.	This project will provide water storage for Zone A in the Ord Community and Central Marina. The B and C booster pumps will pump water from the A Zone tanks to Zones B and C tanks. The booster pump station replaces dilapidated facilities that have been in service long beyond their useful life.	Submitted 60% plans to CSUMB for review and comment. Schedule is for 90 % plans by September and bidding by December. Construction 540 days.
GW-0305	California Avenue and Imjin Parkway Pipeline	Construction of approximately 2,550 feet of 24" diameter pipeline in Imjin Parkway and California Avenue from Abrams Drive to Marina-Heights Drive.	Reroutes A Zone transmission around the Sand Tank when the booster pumps are relocated to the new A Zone tanks.	Part of GW-0112 project; tracked as part of GW-0112.
GW-0307	Intertie Meter Replacement	Replace existing propeller meters with new Mag meters and modbus	Replacement of the propeller meters will allow totalizer information to be collected by SCADA	To be replaced in-house by O&M when time permits.
GW-0123	B2 Zone Tank at CSUMB	One 2.5 MG reservoir west of the B tank at the intersection of Colonel Durham St. and 6th Ave.	This project will provide water storage for Zone B in the Ord Community.	Design in FY 20-21 and construction in FY 21-22.
WD-0106	Ord Remodel, Demolition and Rehab	Office remodeling for technology and work space	To centralize administration, customer service, finance and engineering.	To be planned and implemented this fiscal year.
WD-0309	HMI Installation at all Water/Sewer Sites	Installation of Human Machine Interfaces (HMI) at District water and sewer pumping stations to allow visual and local control	Allows control of automated functions onsite.	Currently planning and begin construction this fiscal year.
RW-0174	RUWAP - Distribution Mains	5 miles of recycled water pipe, 12 PRV's, paving & Jack & Bore Intersection crossing	Implement Recycled Water as a water source to meet the needs of MCWD's customers & to augment the current groundwater supply source for FORA.	Project Awarded June 15, 2020 and Notice to Proceed July 6, 2020. Contract time - 440 calendar days for substantial completion and 470 days to final completion.
RW-0306	Imjin Pkwy Recycled Water Main Pipeline - Reservation Rd to Abrams Dr	Construction of approximately 2,800 LF of 12-inch PVC recycled water pipeline	This project is sequenced to coincide with the City of Marina Project to widen Imjin Parkway.	Combined with RW-0174 projects. See RW-0174 for status.

Marina Coast Water District
Staff Report

Agenda Item: 11-D

Meeting Date: July 20, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Developer Account Update through March 31, 2020

Background: Strategic Plan, Goal No. 2 – 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.

Staff provides quarterly reports to the Board on the status of the Development Accounts. Each development account receives a deposit to draw upon for plan review fees, inspection fees, capacity fees, meter installation, and all other applicable fees and charges for service.

Discussion/Analysis: This 3rd quarter (of the Fiscal Year - through March 31, 2020) Developer Account Update presents the Developer Deposit Balances sheet (attached) comprised of the deposit available/balance due, activity dates, and a brief description of the project status. The significant on-going developments with balances due were invoiced in order to maintain positive deposit balances; in particular, the East Garrison and Wathen-Castanos Homes projects have received payments and both accounts are in good standing as of this date.

There are several Development projects gaining momentum currently. Besides the City of Seaside's Main Gate and Campus Town projects, the Fort Ord Dunes State Parks project has been working with staff to bring a Memorandum of Agreement (functioning as an Infrastructure Agreement) to the Board and there is ongoing interest in the long-proposed Nurses Barracks project. The Dunes Phase 2 is progressing with demolition and remediation cleanup.

The CSUMB Academic III Project is complete and the Student Union Project construction is nearing completion. Sea Haven (formerly Marina Heights) is in the midst of construction of Phase 3A (out of consecutive order). Phase 5A of Sea Haven is constructed and nearly ready for transfer of the improvements to the District.

Central Marina is very active with in-fill projects. Multi-family projects are in various stages of the plan review process and under construction. A hotel at the intersection of Reservation Road and Beach Road is in plan review.



Marina Coast Water District

Developer Deposit Balances

As of March 31, 2020

		(Deposit Available)/ Balance Due	Activity Dates
Campus Town Project	-	5,080.65	January 2018 - March 2020
	WSA AUTHORIZED BY MCWD BOARD; EIR EXTENDED		
CHISPA - Junsay Oaks		(138.98)	April 2012 - December 2019
	PROJECT COMPLETE; REFUNDING BALANCE IN-PROCESS		
CSUMB Academic III Project		(1,269.50)	January 2017 - December 2019
	PROJECT COMPLETE; REFUNDING BALANCE IN-PROCESS		
CSUMB Charter School		12,437.76	January 2016 - March 2020
	PROJECT IS INACTIVE STATUS; NEGATIVE BALANCE WILL BE CORRECTED PRIOR TO SIGNIFICANT STAFF EFFORTS		
CSUMB Student Union Project		(6,471.85)	January 2017 - March 2020
	PROJECT NEARING COMPLETION		
Cypress Gardens	-	1,069.75	May 2018 - March 2019
	LANDSCAPE REVIEW IN CENTRAL MARINA; POTENTIAL BILLING ERROR IN REVIEW		
Cypress Knolls	-	(9,700.00)	Balance as of June 2010
	POLICY RE: 300-AFY EXISTING DESAL AGREEMENT IS THAT THE AGREEMENT IS NO LONGER IN-FORCE; STAFF WILL CLEAR VALUES FROM AFFECTED PROJECTS		
Dunes		(70,698.63)	July 2010 - March 2020
	DUNES 1B INFRASTRUCTURE ACCEPTED DURING DEC. 2018 BOARD MEETING; FINAL ACCOUNTING UNDERWAY		
Dunes - Residential		(115,998.57)	July 2015 - March 2020
	DUNES 1C3 LARGELY INSTALLED - CLOSE-OUT PROCEDURE NEXT STEP		
East Garrison		270,716.17	December 2011 - March 2020
	PROJECT HAS RESOURCES IN-HAND (MAY 2020); TOWN CENTER PHASE UNDERWAY		
FORA Surplus Area II Demolition Project	-	1,297.00	January 2018 - March 2019
	DEMOLISHED BUILDINGS IN PREPARATION FOR CAMPUS TOWN PROJECT;		
Fort Ord Dunes State Park		(8,957.12)	July 2014 - March 2019
	PROJECT REVIEW AND MEMORANDUM OF AGREEMENT UNDER WAY		
Groves - 213 Reindollar Ave. Project		(3,045.00)	
	ON-GOING PROJECT IN CENTRAL MARINA		
GWTP Relocation		2,558.00	October 2016 - March 2019
	ON-GOING PROJECT; WATER/SEWER SERVICE TO NEW GROUNDWATER TREATMENT SITE		
Joby Aviation		(20,604.00)	June 2019 - March 2020
	ON-GOING PROJECT AT MARINA AIRPORT		
LAYIA - Sea Haven		(54,415.40)	July 2016 - June 2018
	ON-GOING PROJECT WITHIN MARINA HEIGHTS		
Lower Stillwell Phase 1		(25,781.90)	May 2019 - March 2020
	ON-GOING PROJECT IN THE ORD MILITARY COMMUNITY		
Marina Airport Business Park WSA		(35,648.40)	November 2019 - March 2020
	WATER SUPPLY ASSESSMENT FOR AIRPORT BUSINESS PARK/UCMBEST		
Marina Dunes RV Park Project		2,337.80	
	ON-GOING EXPANSION PROJECT IN CENTRAL MARINA		
Marina Drive Apartments		(85,189.40)	August 2018 - March 2019
	ON-GOING PROJECT IN CENTRAL MARINA		
Marina Downtown Vitalization SP WSA		(41,893.00)	
Marina Heights (Sea Haven)		(76,222.81)	June 2010 - March 2019
	PROJECT IS ACTIVE; POLICY RE: 300-AFY EXISTING DESAL AGREEMENT IS THAT THE AGREEMENT IS NO LONGER IN-FORCE; STAFF WILL CLEAR VALUES FROM AFFECTED PROJECTS		
Marina HS Gymnasium		(30,039.99)	August 2018 - March 2019
	ON-GOING PROJECT		
Marina Station	-	(40,930.21)	July 2009 - January 2014
	THIS PENDING PROJECT REMAINS QUIET BUT IS RELATIVELY ENTITLED TO PROCEED		
Promontory	-	(456.69)	January 2013 - June 2017
	PROJECT COMPLETE; REFUNDING BALANCE IN-PROCESS		



Marina Coast Water District

Developer Deposit Balances

As of March 31, 2020

		(Deposit Available)/ Balance Due	Activity Dates
RCI		-	17,595.64
	TACIT AGREEMENT BY DEVELOPER TO MAKE SOME PAYMENT UPON START-UP OF NEXT DEVELOPMENT PHASE WITH THIS ACCOUNT		Balance as of July 2010
Wathen Castanos Homes (Sea Haven)	SEA HAVEN 5A LARGELY COMPLETE	47,445.77	July 2017 - March 2020
Seaside Main Gate Project	PROJECT UNDERWAY; WSA HAS BEEN AMENDED	-	(9,571.20)
			June 2018 - March 2020
Seaside Resort	LAST PAYMENT RECEIVED MARCH 2017; HOA PAYING FOR LANDSCAPE CONNECTIONS AND WILL PROVIDE PAYMENT IN-FULL	26,278.21	February 2007 - March 2020
Seaside Resort II - Inn at Bayonet	PROJECT IS STANDING-BY; THIS ELEMENT MAY BE SUBSUMED BY THE SEASIDE RESORT HOTEL PROJECT (SSR III)	-	(13,342.50)
			July 2017 - March 2019
Seaside Senior Living Project	PROJECT CONSTRUCTION UNDERWAY; POTENTIAL ASSISTANCE WITH MCWD CIP (ORD VILLAGE FM)	-	(19,839.34)
			January 2018 - March 2020
Seaside Youth Hostel	ON-GOING PROJECT ON-HOLD (STATUS = UNDER PLAN REVIEW); STAFF WILL OBTAIN RESOURCES PRIOR TO ADVANCING PROJECT	(500.00)	-
			5,492.30
			July 2014 - June 2016
Springhill Suites	PROJECT COMPLETE; REFUNDING BALANCE IN-PROCESS	-	(48,721.15)
			July 2014 - December 2017
VA/DoD Medical Facilities	NEXT STEP IS INFRASTRUCTURE ACCEPTANCE; DEMAND LETTER IN-PROCESS TO OBTAIN BOND RESOURCES TO COMPLETE BY MCWD	-	(29,016.79)
			December 2013 - March 2020
Veterans Cemetery	PHASE COMPLETE; AWAITING NEXT PHASE TO CORRECT SHORT-FALL	-	1,553.34
			March 2014 - June 2017
VTC	PROJECT COMPLETE	-	892.50
			March 2016 - June 2019
VTC Lightfighter Village	PROJECT COMPLETE; REFUNDING BALANCE IN-PROCESS	-	(33,000.00)
			March 2016 - March 2019
		-	-
		-	(386,197.54)

Marina Coast Water District
Staff Report

Agenda Item: 11-E

Meeting Date: July 20, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: 2nd Quarter 2020 District Water Consumption Report

Summary: The Board of Directors is requested to receive the 2nd Quarter 2020 District Water Consumption Report. The report is a ten-year comparative report that is provided to the Board on a quarterly basis. Quarterly water consumption reports of the Ord Community have been submitted to the Board since 2006 and are organized by land-use jurisdiction. Reports submitted since 2016 include the consumption information for Central Marina as well as an analysis of variances between current-year projected consumption and prior-year consumption. In addition, two graphs of the data in the consumption report are included; 1) 10-Year Comparison of Annual Usage of Central Marina and the Ord Community; and, 2) 10-Year Comparison of Annual Usage of the Ord Community by Jurisdiction.

Informational annotations for the data included in the report are as follows:

- The rainfall total for the 2nd quarter of 2020 (April, May, June) in Marina was 2.54” inches. Because of good rains in April, the quarterly rainfall amount was 57% higher than the historical quarterly average of 1.61” inches. The final rain year (July-June) precipitation total is 15.60” inches, which is 4% over the historical average of 14.98” inches.
- Perhaps because of clear skies for much of the quarter, the second quarter measured evapotranspiration rate in South Salinas was an elevated 18.35” inches. This measurement was 1.63” inches above the historic quarterly average reading of 16.72 “ inches. It was by far the highest 2nd quarter recording by staff in 15 years.



Marina Coast Water District

10 Year Annual Consumption as of June 30, 2020

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2011...2020; Subdivision = *

Subdivision	2011 Consumption	2012 Consumption	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	As of 06/30/2020 Consumption	Water Allocation	6 months Water Allocation	% of Allocation Used
Boundary: Central Marina													
Central Marina	1,619.58	1,684.30	1,696.33	1,599.61	1,389.33	1,327.55	1,350.39	1,401.07	1,315.43	621.23			
East Ridge	10.34	10.67	11.03	10.15	8.16	7.92	8.04	8.18	9.30	3.86			
MarinaConstruction	-	-	-	-	-	-	-	-	3.33	0.01			
MB Estates II	13.00	13.67	14.48	12.27	9.74	9.40	9.61	10.66	9.10	4.12			
MB Estates III	3.99	5.29	4.47	3.86	3.17	2.73	2.95	3.46	4.00	1.96			
Sea Breeze	9.76	10.65	11.24	10.27	9.02	8.81	8.80	8.91	7.92	3.71			
Total Central Marina	1,656.67	1,724.57	1,737.56	1,636.16	1,419.42	1,356.41	1,379.78	1,432.28	1,349.08	634.88			
Boundary: FOArmy													
Army (unmetered)	410.00	377.00	377.00	200.75	205.80	224.64	190.94	52.17	10.52	0.21			
Army	35.91	24.80	27.53	22.84	19.39	25.05	24.51	26.59	27.30	10.33			
ArmyConstruction	0.13	-	-	-	-	-	-	-	-	-			
Fitch Park	78.02	70.23	80.05	66.31	60.20	56.97	97.06	101.43	103.71	43.79			
Hayes Park	78.31	74.79	77.32	71.18	53.40	46.78	53.24	59.12	53.65	19.28			
Marshall Park	-	-	-	-	-	-	5.66	56.31	59.42	27.68			
Ord Kidney	83.39	95.54	104.17	80.47	71.44	70.02	70.14	83.27	108.33	47.22			
Stilwell Park	0.82	26.65	44.01	28.44	33.74	23.91	21.47	32.21	50.33	22.49			
Total FOArmy	686.58	669.01	710.07	470.00	443.97	447.37	463.02	411.08	413.28	170.99	1,577.00	788.50	21.69%
Boundary: FOCOUNTY													
County	5.93	5.35	9.75	3.00	3.17	5.40	8.78	4.91	7.24	0.65			
CountyConstruction	4.33	1.71	0.57	-	-	0.68	-	0.86	-	-			
EastGarrison	1.13	2.80	5.56	35.21	71.62	65.92	136.90	175.55	202.19	93.97			
Total FOCOUNTY	11.38	9.85	15.89	38.21	74.79	72.00	145.68	181.32	209.43	94.63	710.00	355.00	26.66%
Boundary: FOCSUMB													
CSUMB	150.28	156.05	176.63	152.68	104.04	97.61	128.61	130.90	113.71	33.84			
Frederick Park	109.95	93.13	93.21	63.02	65.91	67.34	63.52	56.50	42.83	17.10			
Schoonover I	140.73	127.43	123.49	105.32	102.44	97.96	98.39	103.86	99.17	44.63			
Schoonover II	33.73	28.88	32.10	23.92	20.69	20.15	23.84	26.73	21.77	10.20			
Total FOCSUMB	434.68	405.50	425.43	344.95	293.08	283.06	314.36	317.98	277.48	105.78	1,035.00	517.50	20.44%



Marina Coast Water District

10 Year Annual Consumption as of June 30, 2020

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2011..2020; Subdivision = *

Subdivision	2011 Consumption	2012 Consumption	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	As of 06/30/2020 Consumption	Water Allocation	6 months Water Allocation	% of Allocation Used
Boundary: FOMarina													
Abrams HAuthor	13.49	10.31	12.14	8.98	8.39	9.43	10.77	12.02	5.90	2.63			
Abrams Interim	5.33	5.12	5.42	4.92	3.89	3.75	4.12	4.56	3.43	2.32			
Abrams Park	51.56	62.12	56.35	56.92	44.20	39.54	50.92	54.50	52.46	20.01			
Dunes CHOMP	11.04	8.19	7.14	9.12	8.58	6.77	5.41	6.88	6.42	1.99			
Dunes Comm	14.28	15.12	16.81	14.28	12.71	14.06	30.12	32.89	30.66	11.66			
Dunes on MB Res	-	-	-	0.10	4.69	24.69	45.20	64.16	64.39	36.15			
Dunes UV Apts	23.69	10.76	9.13	28.85	33.97	20.23	23.56	23.86	23.85	10.41			
Dunes UVSpecPlan	3.07	3.44	5.06	3.52	1.98	2.45	3.24	2.25	1.34	0.47			
Dunes VA DOD	-	-	-	-	-	0.09	5.42	2.08	2.61	0.90			
Imjin Office Park	1.81	2.30	1.28	1.60	2.03	4.89	4.61	2.47	7.93	3.60			
Marina	10.60	11.78	17.81	13.80	16.99	31.61	31.54	36.65	36.42	12.90			
MarinaAirport	6.90	5.26	4.08	2.75	2.30	2.03	2.77	7.50	3.45	4.19			
MarinaConstruction	7.26	8.56	16.55	35.13	25.33	39.64	42.83	25.28	35.63	35.31			
MarinaRecreation	-	-	-	-	-	-	0.05	-	-	-			
Preston Park	95.49	103.14	101.17	83.30	51.93	51.63	56.31	61.31	55.97	29.40			
Preston Shelter	7.70	6.39	6.63	5.85	5.43	6.63	5.83	5.92	5.06	1.84			
School	3.88	3.23	4.26	3.34	4.54	1.93	1.95	2.27	2.72	1.31			
SeaHaven	9.41	8.97	13.61	7.49	7.34	10.02	23.37	37.67	61.92	28.24			
Total FOMarina	265.52	264.68	277.44	279.97	234.28	269.40	348.02	382.28	400.16	203.35	1,325.00	662.50	30.69%
Boundary: FOSeaside													
Bay View	65.41	85.15	91.10	79.48	44.24	46.43	57.97	51.60	46.94	27.17			
GolfCourse	429.66	265.42	457.47	524.88	139.06	1.18	1.11	1.16	0.19	0.09			
Marina Coast Water District	-	-	-	-	-	-	-	-	0.04	0.02			
School	77.97	79.34	102.72	39.80	50.02	48.91	30.95	43.57	44.06	18.43			
Seaside	4.69	13.38	5.65	4.17	3.91	7.08	5.97	8.06	2.24	1.13			
Seaside Resort	0.13	0.31	0.45	0.63	0.51	0.89	0.98	1.23	1.21	0.78			
Seaside Soper	11.15	6.86	11.38	12.70	9.58	9.30	8.50	9.12	8.13	3.93			
SeasideConstruction	24.23	13.38	10.00	11.39	18.86	14.39	13.41	13.65	8.64	4.67			
SeasideHighland	154.51	146.57	158.76	134.27	123.69	109.28	114.89	126.20	116.47	57.95			
Sun Bay	69.17	66.54	64.40	44.95	48.70	57.89	58.66	54.20	59.13	29.18			
Total FOSeaside	836.93	676.95	901.94	852.27	438.57	295.35	292.44	308.78	287.04	143.34	1,012.50	506.25	28.31%



Marina Coast Water District
 10 Year Annual Consumption as of June 30, 2020

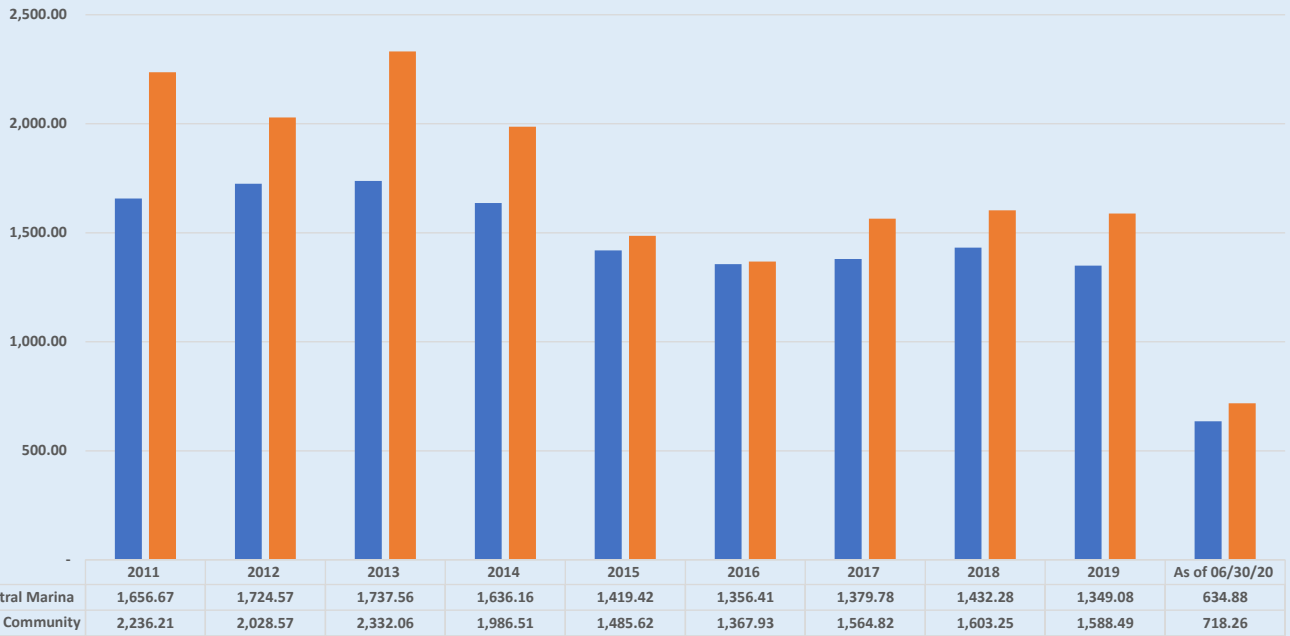
Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2011..2020; Subdivision = *

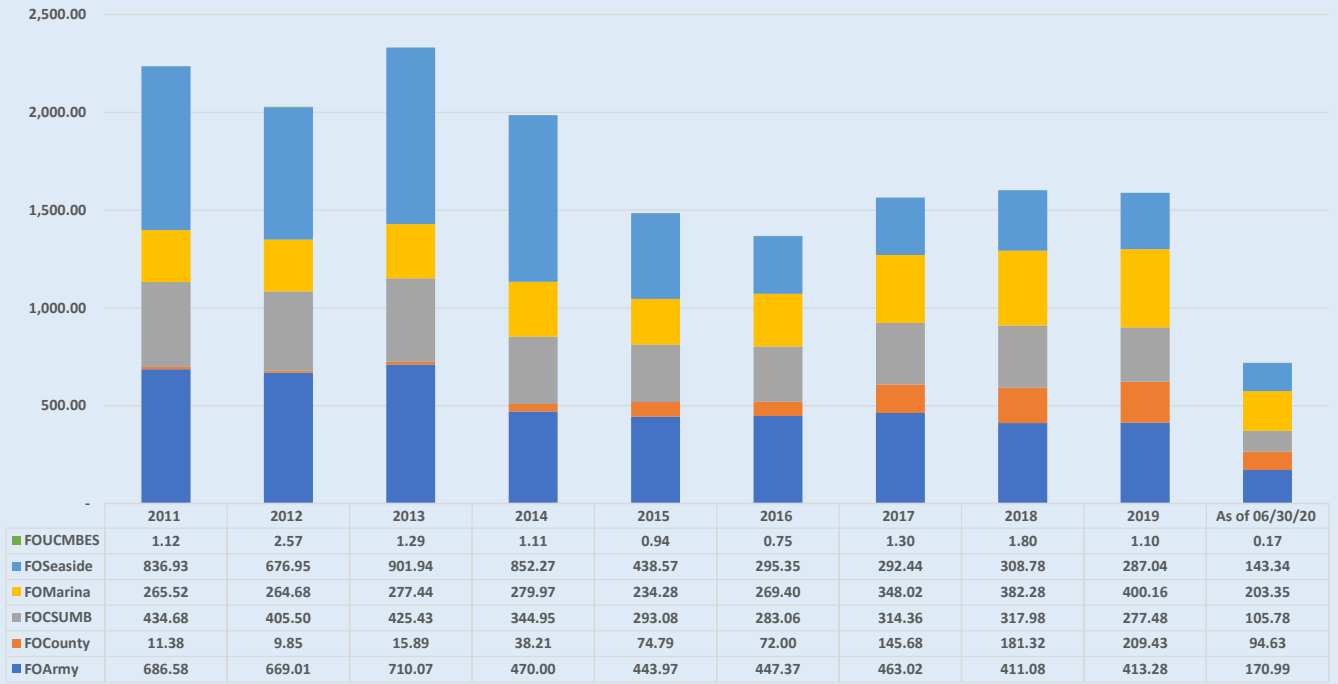
Subdivision	2011 Consumption	2012 Consumption	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	As of 06/30/2020 2020 Consumption	Water Allocation	6 months Water Allocation	% of Allocation Used
Boundary: FOUCMBES													
UCMBest	1.12	2.57	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.17			
Total FOUCMBES	1.12	2.57	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.17	230.00	115.00	0.15%
Ord Community	2,236.21	2,028.57	2,332.06	1,986.51	1,485.62	1,367.93	1,564.82	1,603.25	1,588.49	718.26	5,889.50	2,944.75	24.39%
Grand Total	3,892.88	3,753.14	4,069.62	3,622.66	2,905.03	2,724.34	2,944.60	3,035.53	2,937.57	1,353.14			

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**Marina Coast Water District
10-Year Comparison Annual Consumption in Acre Feet**



**Marina Coast Water District - Ord Community
10-Year Comparison Annual Consumption in Acre Feet**



Marina Coast Water District

10 - Year Annual Consumption Ended June 30, 2020

Subdivision	2019 Consumption	As of 06/30/2020 2020 Consumption	Projected 2020 Consumption	Projected 2020 vs. 2019	%	Explanation
East Ridge	9.30	3.86	7.71	(1.58)	-17.0%	A few accounts with multiple months of higher than normal usage in 2019
MarinaConstruction	3.33	0.01	0.03	(3.30)	-99.2%	Amount varies with construction activity
Army (unmetered)	10.52	0.21	0.42	(10.10)	-96.0%	Due to all flat rate accounts either metered or units demolished
Army	27.30	10.33	20.67	(6.64)	-24.3%	Due to higher use in 2019 Qtrs. 3 & 4
Fitch Park	103.71	43.79	87.57	(16.14)	-15.6%	Due to higher use in 2019 Qtrs. 3 & 4
Hayes Park	53.65	19.28	38.57	(15.08)	-28.1%	Due to higher use in 2019 Qtrs. 3 & 4
Ord Kidney	108.33	47.22	94.43	(13.90)	-12.8%	Due to higher use in 2019 Qtrs. 3 & 4
Stilwell Park	50.33	22.49	44.97	(5.36)	-10.6%	Due to higher use in 2019 Qtrs. 3 & 4
County	7.24	0.65	1.31	(5.93)	-81.9%	Due to Army Corp of Engineers Project in 2019
CSUMB	113.71	33.84	67.69	(46.03)	-40.5%	Due to COVID-19 closure
Frederick Park	42.83	17.10	34.21	(8.62)	-20.1%	Due to COVID-19 closure
Schoonover I	99.17	44.63	89.26	(9.91)	-10.0%	Due to COVID-19 closure
Abrams HAuthor	5.90	2.63	5.26	(0.63)	-10.7%	Due to higher use in 2019 Qtrs. 3 & 4
Abrams Interim	3.43	2.32	4.65	1.22	35.6%	Due to higher use in 2019 Qtrs. 3 & 4
Abrams Park	52.46	20.01	40.03	(12.43)	-23.7%	Due to higher use in 2019 Qtrs. 3 & 4
Dunes CHOMP	6.42	1.99	3.99	(2.43)	-37.9%	Due to COVID-19 closure
Dunes Comm	30.66	11.66	23.32	(7.33)	-23.9%	Due to COVID-19 closure
Dunes on MB Res	64.39	36.15	72.30	7.91	12.3%	Due to COVID-19 closure/shelter in place
Dunes UV Apts	23.85	10.41	20.83	(3.03)	-12.7%	Due to higher use in 2019 Qtrs. 3 & 4
Dunes UVSpecPlan	1.34	0.47	0.94	(0.40)	-29.6%	Due to COVID-19 closure
Dunes VA DOD	2.61	0.90	1.80	(0.81)	-30.9%	Due to COVID-19
Marina	36.42	12.90	25.79	(10.63)	-29.2%	Due to COVID-19
MarinaAirport	3.45	4.19	8.37	4.93	143.0%	Due to work done to extend runway
MarinaConstruction	35.63	35.31	70.62	34.99	98.2%	Due to ground work done at Sea Haven
Preston Shelter	5.06	1.84	3.68	(1.38)	-27.3%	Varies depending on occupancy
Bay View	46.94	27.17	54.34	7.41	15.8%	Due to COVID-19 closure/shelter in place
School	44.06	18.43	36.86	(7.20)	-16.3%	Due to COVID-19 closure
Seaside Resort	1.21	0.78	1.57	0.36	29.9%	Due to COVID-19 closure/shelter in place
UCMBest	1.10	0.17	0.34	(0.76)	-69.2%	Due to COVID-19 closure

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Marina Coast Water District
Staff Report

Agenda Item: 11-F

Meeting Date: July 20, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: 2020 Sewer Flow Report for Quarter Ended June 30, 2020

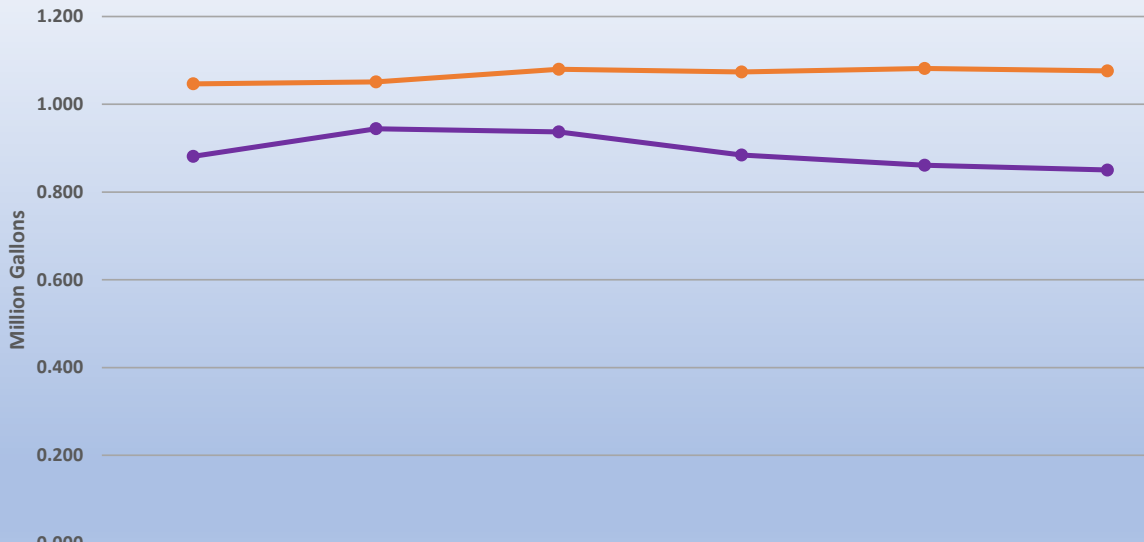
Summary: The Board is requested to receive the 2020 Sewer Flow Report for the 2nd quarter of 2020 ended June 30, 2020. This staff report includes tracking information on sewer flows through the Monterey One Water Agency's (M1W) Fort Ord and Marina pump stations.

M1W provides flow data for the Marina Pump Station monthly through an automated report. Central Marina sanitary sewer flows for the quarter ended June 30, 2020 were 98.010-million-gallons or 300.782 Acre Feet (AF) which yielded an average daily sewer flow of 1.077-million-gallons-per-day (MGD) or 3.305 AF per day.

The Ord Community's sanitary sewer flow to the M1W interceptor system is measured by a District flume structure located adjacent to the retired Main Garrison wastewater treatment plant. M1W also provides the flow data for the District flume through an automated report. The Ord Community sanitary sewer flows for the quarter ended June 30, 2020 was 78.730-million-gallons or 241.613 AF, which yielded an average daily sewer flow of 0.865 MGD or 2.654 AF per day.

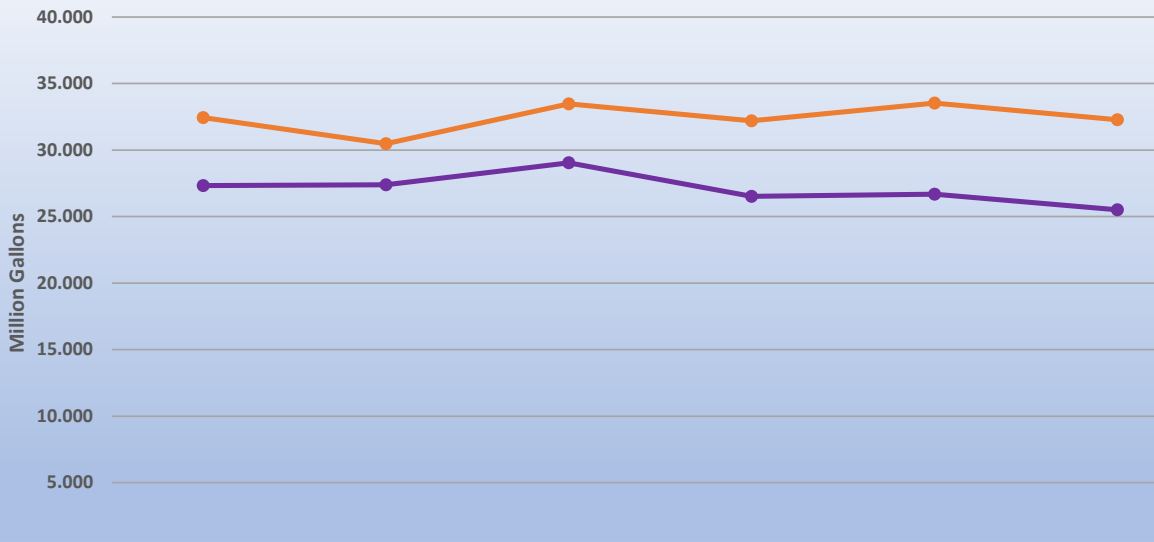
This staff report also includes charts for January – June 2020 average daily flows and total flows by month.

MCWD 2020 Average Daily Sewer Flows by Month



	JAN	FEB	MAR	APR	MAY	JUN
ORD COMMUNITY	0.881	0.944	0.937	0.884	0.861	0.850
CENTRAL MARINA	1.046	1.051	1.080	1.073	1.082	1.076

MCWD 2020 Total Sewer Flows by Month



	JAN	FEB	MAR	APR	MAY	JUN
ORD COMMUNITY	27.320	27.380	29.040	26.530	26.690	25.510
CENTRAL MARINA	32.440	30.480	33.470	32.200	33.530	32.280

Marina Coast Water District
Staff Report

Agenda Item: 11-G

Meeting Date: July 20, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

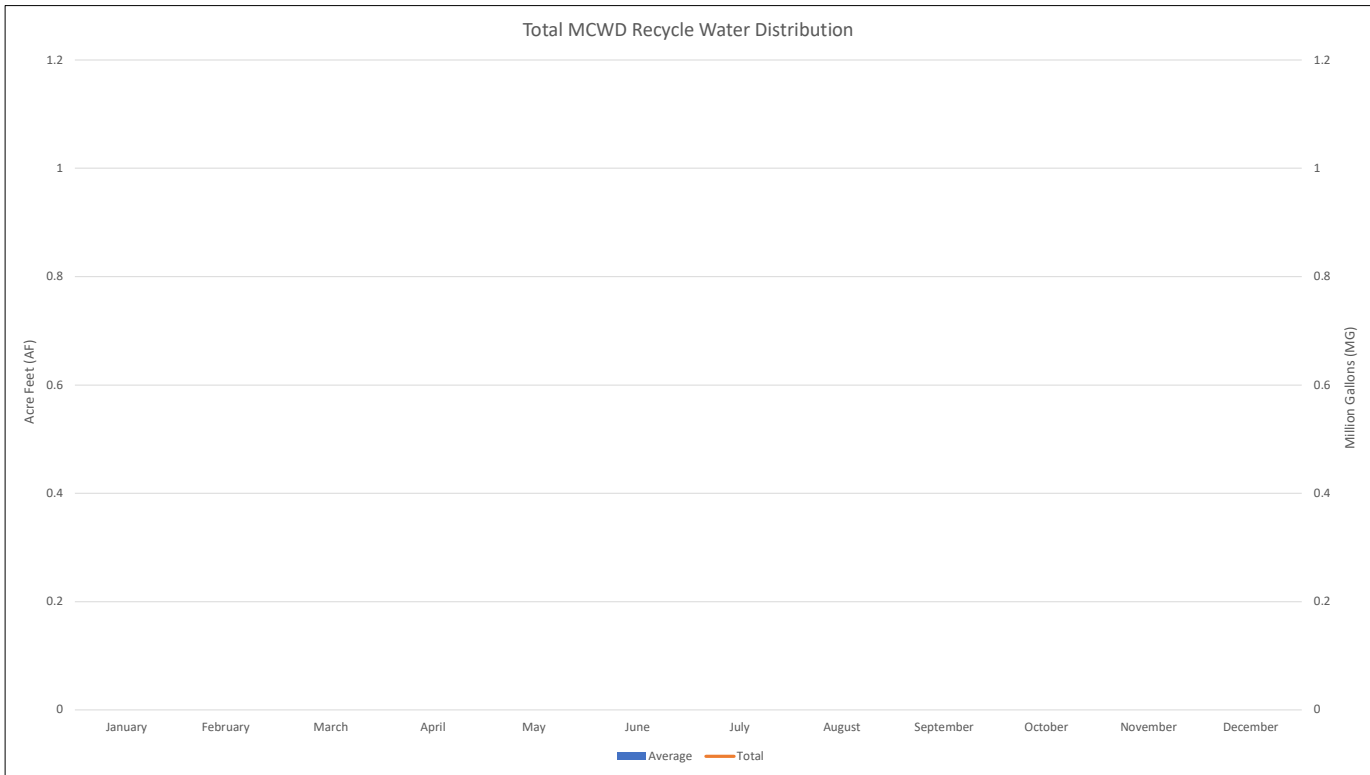
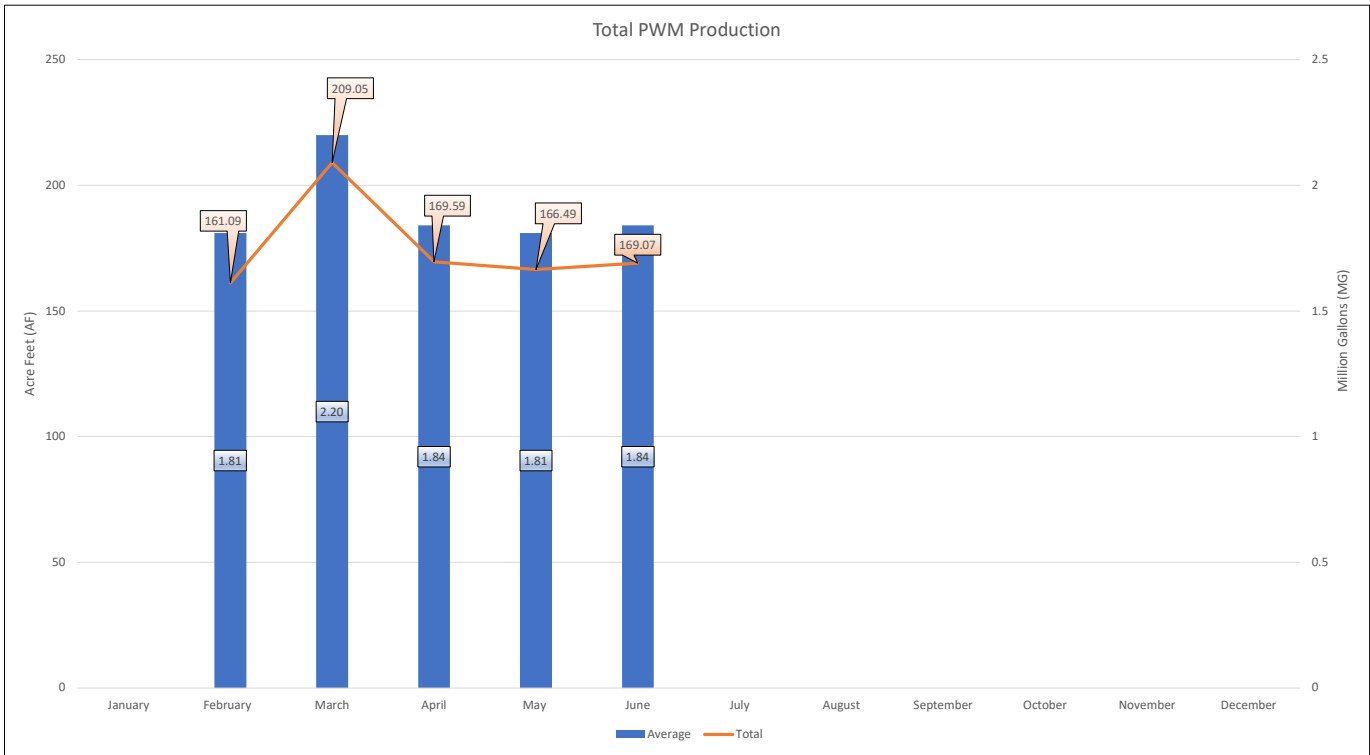
Agenda Title: 2020 Pure Water Monterey and MCWD Recycle Water Flows through June 30, 2020

Summary: The Board is asked to receive the 2020 Pure Water Monterey and MCWD Recycle Water Flows through June 30, 2020. This report tracks flows leaving from the Monterey One Product Water Pump Station. These flows do not necessarily contribute to 100% of the water going through the District's recycle transmission line, as Monterey One Water (M1W) has the ability to bypass prior to the meter to the Castroville Saltwater Intrusion Project (CSIP) holding pond. MCWD recycle water flows are measured at the customer's meter.

M1W provides flow data from the product water pump station, measured by a magnetic meter just as the water leaves their property and is conveyed down the District's pipeline. The total water pumped from the Product Water Pump Station as of June 30, 2020 was 875.29 Acre Feet, and the average flow 1.9 Million Gallons Per Day.

As there are currently no District recycle water customers, the total and average recycle water distribution is 0.

Included in this staff report are charts for January 2020– June 2020 average and total flows per month.



Marina Coast Water District
Staff Report

Agenda Item: 11-H

Meeting Date: July 20, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: 2020 Potable Water Production through June 30, 2020

Summary: The Board is asked to receive the 2020 Product Water Production report, which is produced from the District's seven active drinking water wells.

The District records flow meter readings at each potable well site, from propeller flow meters located just off the well head. The total production through June 30, 2020 was 1,540.89 Acre Feet, and the average produced per day through June 30, 2020 was 8.46 Acre Feet.

Included in this staff report are charts for January 2020 through June 2020, average and total flows per month in Acre Feet.

