



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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DIRECTORS

THOMAS P. MOORE
President

JAN SHRINER
Vice President

HERBERT CORTEZ
PETER LE
MATT ZEPPERMAN

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, August 17, 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 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 9:00 am on Monday, August 17, 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/89639956822?pwd=aG5jYm9TVGlrazg2am94Nm5FYjRRdz09>

Password: mcwd0817#

To participate via phone, please call: 1-669-900-9128; Meeting ID: 896 3995 6822 Password: 8251538900

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, Thursday, August 13, 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. Presentations

- A. [Consider Adoption of Resolution No. 2020-49 in Recognition of Kelly Cadiante, Director of Administrative Services, for 10 Years of Service to the Marina Coast Water District](#)
(Page 1)
- B. [Consider Adoption of Resolution No. 2020-50 in Recognition of Keith Van Der Maaten, General Manager, for 5 Years of Service to the Marina Coast Water District](#)
(Page 54)

9. Consent Calendar

- A. [Receive and File the Check Register for the Month of July 2020](#)
(Page 10)
- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 20, 2020](#)
(Page 15)
- C. [Consider Renumbering 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, to Resolution No. 2020-48](#)
(Page 24)
- D. [Consider Adoption of Resolution No. 2020-51 to Authorize Notices of Completion for the Emergency Generator Project to be Filed with the Monterey County Recorder](#)
(Page 27)

OPEN PUBLIC HEARING

10. Public Hearing

- A. [Public Hearing for Proposed Changes in Water and Wastewater Capacity Fees for Central Marina and Ord Community Service Areas](#)
(Page 35)

CLOSE PUBLIC HEARING

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

- A. [Consider Second Reading and Adoption of Ordinance No. 61 Approving New District Water and Wastewater Capacity Charges for the Central Marina and Ord Community Service Areas](#)
Action: The Board of Directors will consider the second reading and adoption of Ordinance No. 61 to approve new District capacity charges for Marina water and wastewater for the Central Marina and Ord Community Service Areas.
(Page 111)
- B. [Consider Complaints Against Director Le for Alleged Violations of the Board Procedure Manual and Provide Direction to Staff](#)
Action: The Board of Directors will consider the complaints against Director Le for alleged violations of the Board Procedures Manual and provide direction to staff.
(Page 141)
- C. [Consider Adoption of Resolution No. 2020-52 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Shea Homes Limited Partnership for the Dunes on Monterey Bay Phase 2 East Development Project](#)
Action: The Board of Directors will consider approving a Water, Sewer and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes Limited Partnership for the Dunes Phase 2 East Development Project.
(Page 161)
- D. [Consider Adoption of Resolution No. 2020-53 to Award a Contract to Calcon System for Installation, Programming, and Integration of Human Machine Interfaces at the District's Water and Sewer Pump Stations](#)
Action: The Board of Directors will consider awarding a contract to Calcon System for installation, programming, and integration of Human Machine Interfaces at the District's water and sewer pump stations.
(Page 217)
- E. [Consider Adoption of Resolution No. 2020-54 to Approve the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update and Authorize the General Manager to Enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration](#)
Action: The Board of Directors will consider approving the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan update and authorize General Manager to enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration.
(Page 231)

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.

(Page 270)

G. [Consider Adoption of Resolution No. 2020-55 to Update Language in the Memorandums of Understanding with the Marina Coast Water District Employees Association and the Teamsters Local 890](#)

Action: The Board of Directors will consider updating language in the Memorandums of Understanding with the Marina Coast Water District Employees Association and the Teamsters Local 890.

(Page 290)

12. Staff Reports

A. [Receive a Update on the Fiscal Impacts to the District due to Covid-19](#)
(Page 361)

B. [Receive Information on the District's Water Quality Testing](#)
(Page 367)

C. [Receive a Report on Current Capital Improvement Projects](#)
(Page 369)

D. [Receive the Developer Account Update through March 31, 2020](#)
(Page 372)

E. [Receive the 2nd Quarter 2020 MCWD Water Consumption Report](#)
(Page 375)

F. [Receive the 2020 Sewer Flow Report through June 30, 2020](#)
(Page 381)

G. [Receive a Report on 2020 Pure Water Monterey and MCWD Recycled Water Flows through June 30, 2020](#)
(Page 383)

H. [Receive a Report on 2020 Potable Water Production through June 30, 2020](#)
(Page 385)

13. Informational Items

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

A. General Manager's Report

B. Counsel's Report

C. Committee and Board Liaison Reports

- | | |
|-----------------------------------|----------------------------------|
| 1. Water Conservation Commission | 6. M1W Board Member Liaison |
| 2. Joint City-District Committee | 7. LAFCO Liaison |
| 3. Executive Committee | 8. JPIA Liaison |
| 4. Community Outreach Committee | 9. Special Districts Association |
| 5. Budget and Personnel Committee | |

14. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, September 21, 2020, 6:30 p.m.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: August 17, 2020

Prepared By: Keith Van Der Maaten

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-49 to Recognize Kelly Cadiente, Director of Administrative Services, for 10 Years of Service to the Marina Coast Water District

Staff Recommendation: That the Board adopt a resolution recognizing Kelly Cadiente for ten years of excellent service to the Marina Coast Water District and award a Gift Certificate.

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

Kelly Cadiente joined the District on July 30, 2010 from the Monterey County Pollution Control Agency (now Monterey One Water) bringing with her a tremendous amount of knowledge and experience. Kelly seamlessly assumed oversight and responsibility for the financial, technological, and customer service functions of the District.

Discussion/Analysis: In her ten years with the District, Kelly has served the District with the utmost professionalism. In that time, Kelly has attended a multitude of FORA Water and Wastewater Committee meetings and FORA Board meetings to present budget information (compensation plans) up and until the closure of FORA on June 30, 2020. She has overseen the preparation of the District's annual budgets to the Board and the Comprehensive Annual Financial Statements. She continuously provides high-quality quarterly reports to the Board on finances, water consumption, and wastewater flows.

Also in her time with the District, Kelly has achieved several notable accomplishments. She has overseen the update to the District's financial software, prepared and presented bond rating meetings, oversaw the reissuance of District revenue bonds saving the Districts millions of dollars over the life of the bonds, oversaw the process to acquire State Revolving loans and grants and a bridge loan to pay for the Districts' Regional Urban Water Augmentation Program, and oversaw the District's recent acquisition of Bond funds in 2019 to pay for capital infrastructure and equipment needs. Kelly and her staff have continued the District's impressive qualification for a Certificate in Achievement for Excellence in Financial Reporting issued by the Government Finance Officers Association which is currently at 12 consecutive years.

Kelly Cadiente is very deserving to be recognized for her ten years of excellence service to the Marina Coast Water District. The District is blessed to have Kelly employed at the District, not only for her professional abilities, but also for her wonderful, supportive, personality.

Environmental Review Compliance: None required.

Financial Impact: X Yes No Funding Source/Recap: Expenditures for plaque and gift certificate is allocated across four cost centers from the Hospitality & Awards account.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2020-49.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 17, 2020

Resolution No. 2020-49
Resolution of the Board of Directors
Marina Coast Water District

In Recognition of Kelly Cadiente, Director of Administrative Services, for
10 Years of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 17, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Kelly Cadiente joined the District on July 30, 2010 from the Monterey County Pollution Control Agency (now Monterey One Water) bringing with her a tremendous amount of knowledge and experience; and,

WHEREAS, Kelly seamlessly assumed oversight and responsibility for the financial, technological, and customer service functions of the District and has served the District with the utmost professionalism; and,

WHEREAS, Kelly has overseen the preparation of the District’s annual budgets to the Board and the Comprehensive Annual Financial Statements and continuously provides high-quality quarterly reports to the Board on finances, water consumption, and wastewater flows; and,

WHEREAS, Kelly has overseen the update to the District’s financial software, prepared and presented bond rating meetings, oversaw the reissuance of District revenue bonds saving the Districts millions of dollars over the life of the bonds, oversaw the process to acquire State Revolving loans and grants and a bridge loan to pay for the Districts’ Regional Urban Water Augmentation Program, and oversaw the District’s recent acquisition of Bond funds in 2019 to pay for capital infrastructure and equipment needs; and,

WHEREAS, Kelly and her staff have continued the District’s impressive qualification for a Certificate in Achievement for Excellence in Financial Reporting issued by the Government Finance Officers Association which is currently at 12 consecutive years; and,

WHEREAS, Kelly is very deserving to be recognized and appreciated for her ten years of excellence service with the District, not only for her professional abilities, but also for her wonderful, supportive, personality.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Kelly Cadiente for ten years of service to the Marina Coast Water District, and wishes her continued success with the District.

PASSED AND ADOPTED on August 17, 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. 2020-49 adopted August 17, 2020.

Keith Van Der Maaten, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-B

Meeting Date: August 17, 2020

Prepared By: President Thomas P. Moore

Approved By: President Thomas P. Moore

Agenda Title: Consider Adoption of Resolution No. 2020-50 in Recognition of Keith Van Der Maaten, General Manager, for 5 Years of Service to Marina Coast Water District

Recommendation: The Board of Directors consider adoption of Resolution No. 2020-50 in Recognition of Keith Van Der Maaten, General Manager, and awarding a gift certificate for 5 years of service to MCWD.

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

Discussion/Analysis: Keith Van Der Maaten became the District's General Manager on August 3, 2015. Five years later, Keith's leadership and service has made a significant difference for the District's customers, staff, Board and neighboring agencies and cities.

Keith's keen appreciation of the District's mission and vision for the Marina and the Ord Community service areas, and his excellent relationships with representatives from other local, regional, state and national agencies and private organizations has greatly assisted the District in executing its important roles.

In 2015, the State of California recognized MCWD as having exclusive GSA status within its service areas overlying the Monterey and the 180/400 Subbasins.

In 2017, Keith arranged a partnership with Stanford University to perform an Airborne Electromagnetic survey of significant parts of the 180/400 and Monterey subbasins.

In 2019, he successfully guided the District through the Monterey County LAFCO annexation process, expanding the District's legal boundaries to encompass all the areas of the former Fort Ord served by the District. In this year, the RUWAP conveyance pipeline and reservoir construction project was completed, serving both RUWAP and the Pure Water Monterey project in partnership with Monterey One Water.

Keith's leadership has been instrumental in improving customer services, water supply project plans, District organizational structure and staffing, relations with the employee bargaining units; rate structures, budgets and financial plans, facility and capital projects plans, real property management, public outreach and education.

Therefore, the Board of Directors of the Marina Coast Water District recognizes and appreciates Keith's many contributions to the District during the past five years and wishes him continued success as our General Manager.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: All four cost centers – Hospitality and awards.

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2020-50.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 17, 2020

Resolution No. 2020-50
Resolution of the Board of Directors
Marina Coast Water District
in Recognition of Keith Van Der Maaten
for 5 Years of Service to MCWD

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 17, 2020 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Keith Van Der Maaten joined the District on August 3, 2015 as its General Manager; and,

WHEREAS, he brought with him significant experience and a desire to improve the status of the Marina Coast Water District and the contributions it makes in the region; and,

WHEREAS, Keith’s keen appreciation of the District’s mission and vision for the Marina and the Ord Community service areas, and his productive relationships with representatives from local, regional, state and national public agencies and private organization has greatly assisted the District in fulfilling its important roles; and,

WHEREAS, Keith’s honesty and leadership have been instrumental in improving customer service, water supply master plans, District organizational structure and staffing, relations with employee bargaining units, rate structures, budgets, financial plans, facility and capital projects plans, real property management, public outreach and water conservation education.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Keith Van Der Maaten for five years of service to MCWD, and wishes him continued success with the District.

PASSED AND ADOPTED on August 17, 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. 2020-50 adopted August 17, 2020.

Keith Van Der Maaten, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9

Meeting Date: August 17, 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 July 2020
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 20, 2020
- C) Consider Renumbering 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, to Resolution No. 2020-48
- D) Consider Adoption of Resolution No. 2020-51 to Authorize a Notice of Completion for the Emergency Generator Project to be Filed with the Monterey County Recorder

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 July 2020; draft minutes of July 20, 2020; Resolution No. 2020-48; Resolution No. 2020-51; and, Notices of Completion.

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: August 17, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

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

Staff Recommendation: The Board of Directors receive and file the July 2020 expenditures totaling \$1,162,368.59.

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 July 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: July 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 _____

JULY 2020 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
07/20/2020	Wire	Santa Cruz County Bank	118,694.06
07/20/2020	Wire	Friedman & Springwater LLP	143,765.00
07/20/2020	69389 - 69448	Check Register	192,826.99
07/10/2020	ACH	MassMutual Retirement Services, LLC	10,493.15
07/10/2020	ACH	Internal Revenue Service	44,111.45
07/10/2020	ACH	CalPERS	24,243.71
07/10/2020	ACH	State of California - EDD	8,848.22
07/10/2020	500815-500817	Payroll Checks and Direct Deposit	98,712.92
07/10/2020	500818-500819	Check Register	1,343.27
07/20/2020	500820-500836	Check Register	102,418.01
07/24/2020	ACH	CalPERS	25,327.95
07/24/2020	ACH	MassMutual Retirement Services, LLC	10,381.36
07/24/2020	ACH	State of California - EDD	9,176.98
07/24/2020	ACH	Internal Revenue Service	43,365.30
07/24/2020	500837-500839	Payroll Checks and Direct Deposit	103,166.95
07/24/2020	500840-500841	Check Register	755.27
07/27/2020	ACH	CalPERS	224,738.00
TOTAL DISBURSEMENTS			<u>1,162,368.59</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
Wire	07/10/2020	07/20/2020	Santa Cruz County Bank	BLM Construction Loan Payment	118,694.06
Wire	07/10/2020	07/20/2020	Friedman & Springwater LLP	Legal Fees - MCWD v CPUC, RPD Superior Court Damages Cases, CEMEX Litigation 06/2020	143,765.00
69389	06/30/2020	07/20/2020	Ace Hardware of Watsonville, Inc.	General Supplies	1,386.70
69390	05/04/2020	07/20/2020	Quinn Company	Genset - Crescent LS	26,001.50
69391	07/02/2020	07/20/2020	City of Marina	Alarm Permit Registration Renewals, Franchise Tax Fee 04/2020 - 06/2020	36,726.16
69392	06/28/2020	07/20/2020	Insight Planners	Web Development/ Maintenance and Hosting 06/2020	1,426.00
69393	07/10/2020	07/20/2020	Pitney Bowes (Lease)	Postage Machine Lease 05/09 - 06/30	649.44
69394	06/28/2020	07/20/2020	Home Depot Credit Services	Paint, General Supplies	458.27
69395	07/01/2020	07/20/2020	Grainger	General Supplies	163.05
69396	06/30/2020	07/20/2020	Area Communications	Answering Service 06/03 - 06/30	139.00
69397	07/06/2020	07/20/2020	MBS Business Systems	Copier Maintenance (C754e) 04/13 - 07/12	661.34
69398	06/30/2020	07/20/2020	Peninsula Welding & Medical Supply, Inc.	General Supplies	12.90
69399	07/06/2020	07/20/2020	Environmental Resource Associates	Laboratory Testing	2,934.32
69400	07/07/2020	07/20/2020	Monterey Bay Analytical Services	Laboratory Testing	1,140.00
69401	07/05/2020	07/20/2020	Staples Credit Plan	Office Supplies	821.68
69402	06/11/2020	07/20/2020	Harris & Associates	Plan Review, Meetings, Submittal Review - Imjin LS	3,883.75
69403	07/02/2020	07/20/2020	Orkin Franchise 925	BLM/ IOP Pest Control 07/2020	191.00
69404	07/01/2020	07/20/2020	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance 07/2020	3,752.92
69405	07/08/2020	07/20/2020	DataProse, LLC	Low-Water-Use Plants Bill Insert, 2020 New Landscape Incentives Bill Insert, Customer Billing Statements 06/2020	6,729.74
69406	06/16/2020	07/20/2020	American Supply Company	Janitorial Supplies	563.62
69407	07/02/2020	07/20/2020	Fastenal Industrial & Construction Supplies	Janitorial Supplies	101.38
69408	07/02/2020	07/20/2020	Complete Paperless Solutions	Laserfiche Annual Software Support 08/2020 - 07/2021	9,527.00
69409	06/29/2020	07/20/2020	McGrath Rent Corp.	Modular Office - Water Resources 07/2020	743.69
69410	07/16/2020	07/20/2020	Imjin Office Park Owners Association	Association Fees - BLM/ IOP Offices	10,500.00
69411	06/30/2020	07/20/2020	Credit Consulting Services, Inc.	Commission on Collection of Past Due Accounts 06/2020	37.85
69412	06/19/2020	07/20/2020	Whitson Engineers	Design Engineering - S Boundary Rd Pipeline	750.00
69413	06/20/2020	07/20/2020	Don Chapin Co., Inc	Chem Tank Delivery - Well 31	1,587.99
69414	06/24/2020	07/20/2020	Univar Solutions USA, Inc.	Chlorine - Wells 10, 11, Intermediate Reservoir	2,989.79
69415	07/01/2020	07/20/2020	ArchiveSocial	Archive Services 07/2020 - 06/2021	2,388.00
69416	06/30/2020	07/20/2020	ECAM Secure	Monthly Security Fees - Ord Waste Water Treatment Facility	1,218.50
69417	06/22/2020	07/20/2020	Sherwin-Williams Co.	General Supplies	287.55
69418	06/25/2020	07/20/2020	Smith Tree Service, Inc.	Tree Trimming - Landscape Demonstration Garden	950.00
69419	07/02/2020	07/20/2020	ASCO Power Services, Inc.	General Supplies	293.63
69420	07/08/2020	07/20/2020	Conservation Rebate Program	3281 Cove Way - (2) Toilet Rebates	150.00
69421	07/13/2020	07/20/2020	Conservation Rebate Program	485 McKinley Dr - Washer Rebate	100.00
69422	07/15/2020	07/20/2020	Conservation Rebate Program	3280 Michael Dr - Washer Rebate	100.00
69423	06/24/2020	07/20/2020	Voyager Fleet Systems, Inc.	Fleet Gasoline	3,225.51

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69424	06/23/2020	07/20/2020	Green Rubber-Kennedy AG, LP	General Supplies	502.19
69425	07/06/2020	07/20/2020	U.S. Bank Corporate Payment Systems	2020 ACWA Summer Virtual Conference - Le, MBUAPCD Permit Fees - Airfield Genset, Cloud Hosted Server - CityWorks/ ESRI, Premiere Global Service, Zoom Pro/ Webinar Service, SCADA Internet, General Supplies	3,474.12
69426	06/02/2020	07/20/2020	Municipal Code Corporation	Admin Support Fee 06/2020 - 05/2021	225.00
69427	07/02/2020	07/20/2020	Monterey Bay Technologies, Inc.	IT Support Services 07/2020	3,451.00
69428	06/30/2020	07/20/2020	ICONIX Waterworks (US), Inc.	(7) Gate Valves and (7) Handwheels	6,327.32
69429	06/30/2020	07/20/2020	GHD, Inc.	Professional Services/ Design Phase - Imjin LS	13,782.25
69430	06/30/2020	07/20/2020	Access Monterey Peninsula, Inc.	Filming and Production 06/2020	460.00
69431	05/28/2020	07/20/2020	POSM Software, LLC	CCTV Software Support - Sewer Camera	2,000.00
69432	06/29/2020	07/20/2020	Conservation Rebate Program	347 Carmel Ave #20 - Toilet Rebate	75.00
69433	06/30/2020	07/20/2020	Peninsula Messenger LLC	Courier Service 07/2020	159.00
69434	06/30/2020	07/20/2020	Western Exterminator Company	Pest Control - Beach Office 06/2020	91.50
69435	07/06/2020	07/20/2020	TIAA Commercial Finance, Inc.	(3) Office Copiers, eCopy ScanStation Leases 07/2020	1,182.73
69436	06/30/2020	07/20/2020	Iron Mountain, Inc.	Shredding Service 06/2020	178.16
69437	06/28/2020	07/20/2020	AT&T	Phone and Alarm Line Services 06/2020	97.56
69438	06/30/2020	07/20/2020	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 06/2020	359.48
69439	06/18/2020	07/20/2020	Applied Best Practices	2010 COP Notice, Continuing Disclosure Annual Report	987.00
69440	07/01/2020	07/20/2020	Pure Janitorial, LLC	BLM Janitorial Services 06/2020	1,850.00
69441	07/01/2020	07/20/2020	EKI Environment & Water, Inc.	City of Marina Permitting of CalAm Project Wells - Environmental	5,416.40
69442	06/23/2020	07/20/2020	Akel Engineering Group, Inc.	Master Plans/Capacity Fees Study - Water, Sewer, Recycled Water	7,931.75
69443	06/30/2020	07/20/2020	R&B Company	General Supplies	480.22
69444	07/01/2020	07/20/2020	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 06/2020	38.00
69445	06/30/2020	07/20/2020	City of Seaside	City Utility Tax 04/2020 - 06/2020	18,411.54
69446	06/25/2020	07/20/2020	Ferguson Enterprises LLC #3326	Hydrant Meter and Dechlorinator	1,955.58
69447	07/01/2020	07/20/2020	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services - Beach 07/2020	723.91
69448	07/07/2020	07/20/2020	Conservation Rebate Program	3246 Juniper Ct - Toilet Rebate	75.00
ACH	07/10/2020	07/10/2020	MassMutual Retirement Services, LLC	Payroll Ending 07/03/20	10,493.15
ACH	07/10/2020	07/10/2020	Internal Revenue Service	Payroll Ending 07/03/20	44,111.45
ACH	07/10/2020	07/10/2020	CalPERS	Payroll Ending 07/03/20	24,243.71
ACH	07/10/2020	07/10/2020	State of California - EDD	Payroll Ending 07/03/20	8,848.22
500815-500817	07/10/2020	07/10/2020	Payroll Checks and Direct Deposit	Payroll Ending 07/03/20	98,712.92
500818	07/10/2020	07/10/2020	General Teamsters Union	Payroll Ending 07/03/20	777.00
500819	07/10/2020	07/10/2020	WageWorks, Inc.	Payroll Ending 07/03/20	566.27
500820	07/06/2020	07/20/2020	ACWA Joint Power Ins Authority	Workers Compensation Insurance 04/2020 - 06/2020	20,656.38
500821	06/03/2020	07/20/2020	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 07/2020	73,355.63
500822	07/15/2020	07/20/2020	CWEA - Monterey Bay Section	CWEA Membership Renewal	384.00
500823	07/08/2020	07/20/2020	SWRCB - DWOCP	Grade II Water Treatment Certification Renewal	60.00
500824	07/16/2020	07/20/2020	Thomas P. Moore	Board Compensation 06/2020	100.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
500825	07/05/2020	07/20/2020	LegalShield	Employee Paid Benefits 07/2020	25.90
500826	07/16/2020	07/20/2020	Matthew Zefferman	Board Compensation 06/2020	100.00
500827	07/06/2020	07/20/2020	Kiskis & Associates	DOT Random Drug Testing - Class B Driver's	1,388.00
500828	07/01/2020	07/20/2020	Pinnacle Medical Group, Inc.	Drug Test (DOT)	115.00
500829	07/16/2020	07/20/2020	Employnet, Inc.	Temporary Temperature Screener (COVID-19)	2,184.00
500830	06/17/2020	07/20/2020	Principal Life	Employee Paid Benefits 06/2020	233.28
500831	06/10/2020	07/20/2020	Lincoln National Life Insurance Company	Life, Short/ Long Term, AD&D Insurance 07/2020	2,776.81
500832	07/15/2020	07/20/2020	WageWorks, Inc.	FSA Admin Fees 06/2020	152.00
500833	07/16/2020	07/20/2020	Peter Le	Board Compensation 06/2020	100.00
500834	07/16/2020	07/20/2020	Herbert Cortez	Board Compensation 06/2020	100.00
500835	06/30/2020	07/20/2020	Cintas Corporation No. 630	Uniforms, Towels, Rugs 06/2020	587.01
500836	07/16/2020	07/20/2020	Jan Shriner	Board Compensation 06/2020	100.00
ACH	07/24/2020	07/24/2020	CalPERS	Payroll Ending 07/17/20	25,327.95
ACH	07/24/2020	07/24/2020	MassMutual Retirement Services, LLC	Payroll Ending 07/17/20	10,381.36
ACH	07/24/2020	07/24/2020	State of California - EDD	Payroll Ending 07/17/20	9,176.98
ACH	07/24/2020	07/24/2020	Internal Revenue Service	Payroll Ending 07/17/20	43,365.30
500837- 500839	07/24/2020	07/24/2020	Payroll Checks and Direct Deposit	Payroll Ending 07/17/20	103,166.95
500840	07/24/2020	07/24/2020	General Teamsters Union	Payroll Ending 07/17/20	89.00
500841	07/24/2020	07/24/2020	WageWorks, Inc.	Payroll Ending 07/17/20	666.27
ACH	07/01/2020	07/27/2020	CalPERS	Unfunded Liability - Classic/ PERS62 Plan	224,738.00
Total Disbursements for July 2020					1,162,368.59

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-B

Meeting Date: August 17, 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 July 20, 2020

Staff Recommendation: The Board of Directors approve the draft minutes of the July 20, 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 July 20, 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 July 20, 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
July 20, 2020

Draft Minutes

1. Call to Order:

President Moore called the meeting to order at 6:30 p.m. on July 20, 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
Kelly Cadiente, Director of Administrative Services
Michael Wegley, District Engineer
Derek Cray, Operations and Maintenance Manager
Patrick Breen, Water Resources Manager
Don Wilcox, Senior Engineer
Rose Gill, Human Resources/Risk Administrator
Paul Lord, Conservation Specialist
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Andrew Sterbenz, Schaaf & Wheeler
Douglas Dove, Bartle Wells
Dennis Martin, BIA Bay Area
John Kinsey, Wanger Jones Helsley PC
Doug Yount, Shea Homes
Tony Akel, Akel Engineering
Brian McMinn, City of Marina
Mike Whipple, Development & Financial Advisory

Paul Sciuto, M1W General Manager
Mike Owen, Marina Resident
Robert Porr, Fieldman, Rolapp
Lora Carpenter, Fieldman, Rolapp
Jim Brezack, Brezack & Associates
Grace Silva-Santella, Marina Resident
Abigal Seamon, Bartle Wells

3. Public Comment on Closed Session Items:

There were no comments.

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

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) 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 Property 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, 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)
- 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

The Board ended closed session at 6:47 p.m. President Moore reconvened the meeting to open session at 7:00 p.m.

5. Reportable Actions Taken during Closed Session:

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

6. Pledge of Allegiance:

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

7. Oral Communications:

Mr. Mike Owen, Marina resident, commented that in 1990 the City of Marina was planning on removing the Eucalyptus trees by Windy Hill Park. He appealed to the Council and hired an arborist to review the Eucalyptus trees and give an estimate to the cost of the trees. Mr. Owen said people were amazed the trees were worth tens of thousands of dollars each, and he added that they are literally irreplaceable.

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:

President Moore made a motion to adopt 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. 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			

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

Mr. Keith Van Der Maaten, General Manager, introduced Mr. Paul Scuito, Monterey One Water General Manager, who gave a brief presentation and update on the Prop. 218 rate increase his agency is proposing. He explained the reason for the increase is due to delinquent accounts and a projected revenue loss of \$4.9-\$6.1 million dollars. The Board asked clarifying questions.

9. Consent Calendar:

No items were pulled from the consent calendar.

Agenda Item 9 (continued):

Director Zefferman made a motion to approve the 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 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; and, 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. 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			

President Moore stated that he had a request from a Board member to move Item 10-E up on the agenda. He asked for a consensus from the other Board members. Following discussion, it was decided to keep the order of the agenda as is.

10. Action Items:

- 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:

Mr. Michael Wegley, District Engineer, introduced this item. Mr. Van Der Maaten briefed the Board on the process and actions to approving the Fee Study. Mr. Doug Dove, Bartle Wells, gave a presentation on the Capacity Fee Study. The Board asked clarifying questions.

Vice President Shriner made a motion to receive the presentation of the Water, Wastewater and Recycled Water Capacity Fee Study and adoption of Resolution No. 2020-44 to approve the District's Capacity Fee Study. President Moore seconded the motion.

Mr. Dennis Martin, BIA Bay Area, requested that the Board postpone approval of the Study and direct staff to continue to revise the report to correct deficiencies, errors and omissions as outlined in their report. He thanked staff for their hard work over the last year and that of the consultants. Mr. Martin asked for justification of the decision to change from the average cost to the hybrid buy-in; suggested that Table S7 needed more explanation; and asked for clarification of the practice to charge per fixture count and not EDU. He said all they are asking for is that the fees to be assessed are fair and equitable.

Mr. Mike Whipple, Development & Financial Advisory, commented that they provided a write-up on the previous tables that were distributed but they have not been able to look at the revised tables yet.

Agenda Item 10-A (continued):

Mr. Whipple commented that there was a concern over the change in methodology from average cost to the hybrid buy-in method. He questioned if the District could even meet the requirements for a buy-in approach due to the age and size of the infrastructure. Mr. Whipple asked for a more in-depth discussion on the change in methodology and explained several other concerns over the proposed fees as well as a request for an asset summary for both the Central Marina and Ord Community.

Mr. John Kinsey, Wanger Jones Helsley PC, commented that they were still evaluating the documents and asked how the fees relate to the obligations MCWD assumed from FORA. He said it is his understanding that Table S7 applies \$4,598 per EDU, which is an amount that is attributable to obligations from FORA. Mr. Kinsey asked for confirmation from staff if that was the case and asked how the figure was calculated and include it in written materials.

Mr. Doug Yount, Shea Homes, thanked District staff and consultants for their efforts in working with the development community over the last year. He asked how capacity fees will be calculated in the future e.g. fixture count or EDU. Mr. Yount stated that customers in Ord pay a capacity surcharge for developments completed prior to 2014. He asked how the resources being collected through the capacity surcharge being accounted for in this capacity fee study.

Staff responded to questions asked by members of the public.

The motion by Vice President Shriner to receive the presentation of the Water, Wastewater and Recycled Water Capacity Fee Study and adoption of Resolution No. 2020-44 to approve the District's Capacity Fee Study, and seconded by President Moore, was passed by the following vote:

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

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:

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

Vice President Shriner made a motion to approve the Public Notice and set the date as August 17, 2020, the time at 7:00 p.m., and a Zoom meeting location for a Public Hearing for proposed changes in Capacity Fees for Marina and Ord Community Service Areas. Director Cortez seconded the motion.

Director Zefferman suggested directing staff to publish the Public Notice in the newspaper with the least expensive fees.

Agenda Item 10-B (continued):

Vice President Shriner amended her motion to include direction to staff to publish the Notice in the newspaper with the least expensive fees. Director Cortez seconded the amendment. The amended 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 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:

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

Mr. Yount commented that he thought the Public Hearing should be held when the Ordinance is first introduced then continued at the next meeting for the second reading of the Ordinance.

Mr. Martin commented that Section 2-E of the Ordinance states “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.” Mr. Martin stated that he is confident that BIA has notified MCWD to provide notification of fee increases or new fees pursuant to Code 66016 and suggested that perhaps the finding needs to be updated to accept written and electronic communications. Discussion followed.

Vice President Shriner made a motion to introduce Ordinance No. 61 and waive the entire reading of 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. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

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:

Ms. Kelly Cadiente, Director of Administrative Services, introduced this item. The Board asked clarifying questions.

Vice President Shriner made a motion to adopt 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. Director Zefferman seconded the motion.

Agenda Item 10-D (continued):

Noting it was 10:00 p.m., Director Zefferman made a motion to continue past 10:00 p.m. to complete items 10-E and 10-G; and postpone item 10-F and the Staff Reports until later or a special meeting, if needed. 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			

The motion 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 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. 2020-46 Approving Change Order #2 to the Construction Contract with Monterey Peninsula Engineering for the Regional Urban Water Augmentation Recycled Water Distribution Pipelines Project:

Ms. Don Wilcox, Senior Engineer, introduced this item and briefed the Board on the arborist report recently received regarding the Eucalyptus trees. The Board asked clarifying questions.

Mr. Owen asked the District to modify the report to be presented to the Marina City Council on July 21st and explain the reason for no action on this item. He also commented that had the potholing been performed earlier, the District would not be in the situation they are in now. Mr. Owen also stated that the District would need to notify the City if a tree removal permit would need to be taken per City Code 17.51. He also suggested notifying all residents before doing any work near the trees.

No action was taken on this item.

- 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:

Mr. Derek Cray, Operations and Maintenance Manager, introduced this item. The Board asked clarifying questions.

Vice President Shriner made a motion to adopt Resolution No. 2020-47 for the purchase of a new Vactor Ramjet Hydro-cleaner from Owens Equipment for the Operations and Maintenance Department. Director Cortez seconded the motion.

Agenda Item 10-G (continued):

The motion was passed by the following vote:

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

15. Adjournment:

The meeting was adjourned at 10:29 p.m.

APPROVED:

Thomas P. Moore, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-C

Meeting Date: August 17, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Consider Renumbering 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, to Resolution No. 2020-48

Staff Recommendation: Staff recommends the Board of Directors adopt Resolution No. 2020-48 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: At the July 20, 2020 Board meeting, the Board of Directors adopted Resolution No. 2020-41 congratulating and recognizing Joe Correa on his retirement after nearly 28 years of service to the District. Unfortunately, Resolution No. 2020-41 was already used at the special Board meeting on June 30th to receive and accept the supplemental WaterDM Report, and approve submitting the supplemental report to the California Coastal Commission and other appropriate state and local agencies. I missed that when I assigned the number to Joe Correa's retirement resolution. To correct the problem, I am assigning number 48 to Joe's Resolution so that his recognition will now be shown as Resolution No. 2020-48.

Environmental Review Compliance: None.

Financial Impact: Yes No Funding Source/Recap: None

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2020-48.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 17, 2020

Resolution No. 2020 - 48
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”), at a regular meeting duly called and held on August 17, 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 August 17, 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. 2020-48 adopted August 17, 2020.

Keith Van Der Maaten, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-D

Meeting Date: August 17, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-51 to Authorize Notices of Completion for the Emergency Generator Project to be Filed with the Monterey County Recorder

Staff Recommendation: The Board of Directors adopt Resolution No. 2020-51 to authorize a Notices of Completion for the Emergency Generator Project to be filed with the Monterey County Recorder.

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

In response to Pacific Gas and Electric's (PG&E) public safety power shutoff program (PSPS), the District immediately began an emergency generator project to ensure the District's water and wastewater sites could continue to operator under extended periods of power interruption. Therefore, on November 04, 2019, the Board adopted Resolution No. 2019-77 awarding a contract to Calcon Systems for the electrical and SCADA integrations of the generators in the amount of \$561,469.00 plus a 10 percent contingency for a total not-to exceed of \$617,615.90. The Board also adopted concurrently Resolution No. 2019-78 awarding a contract to the Don Chapin Company for the construction and site work for the generator pads and conduit in the amount of \$423,400.00 plus a 10 percent contingency for a total not-to exceed of \$465,740.00.

Discussion/Analysis: The project was officially completed on June 29, 2020. The project included the installation of seven permanent generators and the integration of those, along with 24 of the District's existing sites into SCADA, thus allowing the Operations and Maintenance staff to be able to remotely view the power status at any of the District's sites at any given time. Both Contractors performed well, and staff was very pleased with the outcome of the project. The project would have been completed several months ago, however due to Covid-19, and the previous tariffs, manufacturing of the generators got held up. The project was completed within budget, with no contingencies used from either contractor.

Recently, the operations and maintenance staff had encountered the loss of a combined 16 water and sewer sites this March for almost 12 hours and because of this project, everything worked as it was supposed to and continued to run on emergency power. There were no interruptions of sewer or water services and staff was able to monitor remotely the status of pump stations via SCADA.

The table below represents the authorized amount compared to the actual amount.

Emergency Generator Project		
	Board Authorized Amount including 10% Contingency	Actual Amount
Calcon Systems Inc.	\$617,615.90	\$561,469.00
Don Chapin Company	\$465,740.00	\$423,400.00
Total	\$1,083,355.90	\$984,869.00

The project was completed pursuant to the plans and specification; therefore, staff is recommending Notices of Completion be filed with the Monterey County Recorder.

Environmental Review Compliance: None required.

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

Other considerations: None.

Material Included for Information/Consideration: Resolution No. 2020-51; and, Notices of Completion

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 17, 2020

Resolution No. 2020-51
Resolution of the Board of Directors
Marina Coast Water District
Authorize a Notice of Completion for the Emergency Generator Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 17, 2020 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, in response to Pacific Gas and Electric’s (PG&E) revised Public Safety Power Shutoff (PSPS) program the District immediately initiated an emergency generator project to ensure that the water and sewer systems could continue to provide uninterrupted services for an extended power outage; and,

WHEREAS, the Board awarded the contract to Calcon Systems Inc., Resolution No. 2019-77 for the electrical and SCADA integrations of the generators in the amount of \$561,469.00 plus a 10 percent contingency for a total not-to exceed of \$617,615.90; and,

WHEREAS, the Board concurrently awarded the contract to the Don Chapin Company for the construction and site work for the generator pads and conduit in the amount of \$423,400.00 plus a 10 percent contingency for a total not-to exceed of \$465,740.00; and,

WHEREAS, the project was completed for a total of \$984,869.00 with no contingencies used by either contractor; and,

WHEREAS, staff is recommending Notices of Completion be filed with the Monterey County Recorder as the work was completed pursuant to the plans and specification and contract obligations.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager or his designee to file a Notice of Completion for the Emergency Generator Project with the Monterey County Recorder.

PASSED AND ADOPTED on August 17, 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 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. 2020-51 adopted August 17, 2020.

Keith Van Der Maaten, Secretary

After recording, return to
MARINA COAST WATER DISTRICT
11 RESERVATION ROAD
MARINA, CA 93933

NOTICE OF COMPLETION
(Public Works - Civil Code 3093)
(California Government-Code 27383)

NOTICE IS HEREBY GIVEN:

That the project described as the Emergency Generator Project which consisted of the construction, installation, and integration of seven permanent standby generators located at: 3279 Dunes Dr., 13022 Reservation Rd., 3250 Deforest Rd., 4975 12th St., 3009 Crescent Ave., 560 Reservation Rd., and 565 Reservation Rd. Marina, CA 93933 and integration of 24 existing sites located throughout the City of Marina and Seaside is complete. The project was constructed or undertaken pursuant to a contract between, the MARINA COAST WATER DISTRICT, Owner, a public entity, located at 11 Reservation Road, Marina, CA 93933, and CALCON SYSTEMS INC., a corporation located at 12919 Alcosta Blvd, Ste 9, San Ramon CA 94583 as the contractor, and that the date of completion of said work was June 29, 2020 which was the date said public entity accepted the completeness of said work.

MARINA COAST WATER DISTRICT

By: _____
Derek Cray, Operations & Maintenance Manager

Dated: _____

VERIFICATION OF SIGNATURE

I, Derek Cray, do hereby certify under penalty of perjury that I am the OPERATIONS AND MAINTENANE MANAGER of the public entity named above; that I am authorized to verify the foregoing notice; that I have read the same, and that it is true to my own knowledge.

By: _____
Derek Cray, Operations & Maintenance Manager

Dated: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, 2020, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

After recording, return to
MARINA COAST WATER DISTRICT
11 RESERVATION ROAD
MARINA, CA 93933

NOTICE OF COMPLETION
(Public Works - Civil Code 3093)
(California Government-Code 27383)

NOTICE IS HEREBY GIVEN:

That the project described as the Emergency Generator Project which consisted of the construction and installation of seven permanent standby generators located at: 3279 Dunes Dr., 13022 Reservation Rd., 3250 Deforest Rd., 4975 12th St., 3009 Crescent Ave., 560 Reservation Rd., and 565 Reservation Rd. Marina, CA 93933 is complete. The project was constructed or undertaken pursuant to a contract between, the MARINA COAST WATER DISTRICT, Owner, a public entity, located at 11 Reservation Road, Marina, CA 93933, and DON CHAPIN COMPANY, INC., a corporation located at 560 Crazy Horse Canyon Rd., Salinas CA 93907 as the contractor, and that the date of completion of said work was June 29, 2020 which was the date said public entity accepted the completeness of said work.

MARINA COAST WATER DISTRICT

By: _____
Derek Cray, Operations & Maintenance Manager

Dated: _____

VERIFICATION OF SIGNATURE

I, Derek Cray, do hereby certify under penalty of perjury that I am the OPERATIONS AND MAINTENANE MANAGER of the public entity named above; that I am authorized to verify the foregoing notice; that I have read the same, and that it is true to my own knowledge.

By: _____
Derek Cray, Operations & Maintenance Manager

Dated: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, 2020, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said State

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-A

Meeting Date: August 17, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Public Hearing for Proposed Changes in Water and Wastewater Capacity Fees for Central Marina and Ord Community Service Areas

Detailed Description: The Board of Directors will conduct a Public Hearing for proposed changes in water and wastewater capacity fees for the Central Marina and Ord Community service areas. Following the public hearing and receipt of public comments, the Board will consider taking action on the second reading of Ordinance No. 61 approving new water and wastewater capacity fees.

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

Discussion/Analysis: On July 20, 2020, the Board approved the 2020 Water, Wastewater and Recycled Water Capacity Fee Study completed by Bartle Wells Associates. The Capacity Fee Study called for changes in capacity charges 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. Although no written requests for notice of meetings on new or increased capacity charges are on file with the District, which would require a direct-mailed notice, an email (with the Public Hearing notice attached) was sent on July 30, 2020 to the interested parties (e.g. BIA) on file for receiving Board meeting information, notifying them of the Public Hearing.

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 and the information has been available upon request in accordance with the statute. Additionally, the District published the attached Notice of Public Hearing in the Monterey County Weekly on July 30, 2020, in accordance with Gov't. Code §6062(a).

Attachments:

1. Water, Wastewater and Recycled Water Capacity Fee Study; and,
2. Public Notice



Marina Coast Water District

Water, Wastewater and Recycled Water Capacity Fee Study

Final Report
July 28, 2020



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS



July 28, 2020

Mike Wegley
District Engineer
11 Reservation Road
Marina, CA 93933

RE: Revised Draft Water, Wastewater and Recycled Water Capacity Fee Study

Bartle Wells Associates (BWA) is pleased to submit the attached *Water, Wastewater and Recycled Water Capacity Fee Study* to the Marina Coast Water District (District). Our study was developed in conjunction with the 2020 Master Plan provided by Akel Engineering which was adopted by the District Board on May 18, 2020. The report develops updated water, wastewater and recycled water capacity fees that are designed to equitably recover the costs of infrastructure and assets benefiting new development.

The results of our study are a product of extensive review from Staff, consultants, and community stakeholders. Over the past year and a half, BWA made numerous presentations to community stakeholders and the Fort Ord Reuse Authority (FORA) and incorporated feedback received by those groups. Our study also incorporates feedback from independent review provided by the Bay Area Building Industry Association and Lechowicz & Tseng Municipal Consultants.

A summary of proposed fees is shown below. The proposed fee calculation includes total fixed assets divided among all projected users in the intermediate-term (2040) plus expansion-related capital projects divided by future users in the intermediate-term.

Central Marina	Current	Proposed	Ord Community	Current	Proposed
Water \$/EDU	\$4,526	\$5,715	Water \$/EDU	\$8,010	\$11,699
Sewer \$/EDU	\$2,333	\$2,214	Sewer \$/EDU	\$3,322	\$3,012
Total	\$6,859	\$7,929	Total	\$11,332	\$14,712

We have enjoyed working with the District, FORA, and stakeholders on this assignment and appreciate the input and assistance received throughout the project. Please contact us anytime if you have questions about this report or related impact fee issues.

BARTLE WELLS ASSOCIATES

Douglas Dove, PE, CIPFA
Principal/President

Abigail Seaman
Consultant

Table of Contents



1	Introduction, Background, and Government Code.....	1
1.1	Background.....	1
1.2	Government Code	2
2	Capacity Fee Methodology	3
2.1	Current Capacity Fees.....	3
2.1.1	Current EDU Calculation Methodology.....	3
2.2	Facility Cost Valuation	4
2.3	Capacity Fee Calculation Overview	4
2.3.1	Current Methodology: Average Cost Approach.....	5
2.3.2	Proposed Methodology: Hybrid Buy-In + Marginal Future Cost Approach.....	5
3	Capacity Fee Calculation.....	6
3.1	System Buy-In Component – Existing Assets.....	6
3.2	Future Cost Component – Capital Improvement Projects	8
3.3	Proposed Updates to Water Demand Factors	10
3.3.1	Estimated Water Demand per EDU	10
3.3.2	Estimated Sewer Flow per EDU.....	10
3.4	Current and Projected EDUs.....	11
3.5	Proposed Capacity Fee Calculation.....	12
3.6	Estimated Sewer Plumbing Fixture Units per EDU	13
3.7	Accessory Dwelling Units.....	13
3.8	Multi-Family Residential Sewer Users.....	14
3.9	Summary of Proposed Changes to Capacity Fee Structure	14
4	Conclusion and Recommendations	14
4.1	Summary of Proposed Fees.....	14
4.2	Capacity Fee Survey of Surrounding Agencies	15
4.3	Conclusion	16
4.4	Future Fee Adjustments	16

TABLES

Table 1:	Current Capacity Fees	3
Table 2:	Valuation Summary – Existing Assets	7
Table 3:	Intermediate-Term Capital Improvement Plan Summary	8
Table 4:	Recycled Water CIP Adjustments.....	9
Table 5:	Estimated Sewer Flow per EDU.....	10
Table 6:	Current and Projected EDUs	11
Table 7:	Proposed Capacity Fee Calculation - Hybrid Buy-In + Marginal Future Cost	12
Table 8:	Estimated Plumbing Fixture Units per EDU	13
Table 9:	Estimated ADU Fixture Units.....	13
Table 10:	Proposed Capacity Fee Summary.....	14

SUPPORTING DOCUMENTS

Bartle Wells Associates – Capacity Fee Study Supporting Tables

Appendix A. MCWD Asset Listing

1. Water Assets
2. Sewer Assets
3. Asset Exclusions

Appendix B. Capital Improvement Plans

1. CIP Costs
2. Recycled Water CIP Adjustments

Appendix C. MCWD Water Use Factors (2021 Update)

1 Introduction, Background, and Government Code

1.1 Background

The Marina Coast Water District (District) retained AKEL Engineering to update its water, sewer and recycled water master plans. As subconsultants to AKEL, Bartle Wells Associates (BWA) has been retained to update the District's water, wastewater and recycled water capacity fees based on the new master plans. The current set of capacity fees were adopted in 2013 and have not been increased.

The District operates public water and sewer utilities that provide service to approximately 38,000 residents and associated public and commercial activities within the District's service area. The Water utility includes both potable and recycled water services. Customers are located in two service areas, Central Marina (Marina) and the Ord Community (Ord). District operations are further split between water and sewer, resulting in four cost centers, Marina Water, Marina Sewer, Ord Water and Ord Sewer. The cost centers are maintained as separate enterprises and have distinct user rates and capacity fees. This report documents the methodology and assumptions used to develop updated capacity fees for the four enterprises.

1.2 Government Code

Capacity fees are governed by California Government Code Section 66000 et. seq. This section of the Code was initially established by Assembly Bill 1600 (AB 1600) and is commonly referred to as the Mitigation Fee Act. Pursuant to the Code, a capacity fee is not a tax or special assessment but is instead a fee levied to defray the cost of public facilities needed to serve a new development.

Section 66013 of the Code specifically governs water and wastewater capacity fees. This section of the Code defines a “capacity charge” to mean “a charge for public facilities in existence at the time a charge is imposed or charges for new public facilities to be acquired or constructed in the future that are of proportional benefit to the person or property being charged.” The Code distinguishes “capacity charges” from “connection fees” which are defined as fees for the physical facilities necessary to make a water or wastewater connection, such as costs related to installation of meters and pipelines from a new building to a water or wastewater main.

According to the Section 66013, a water or wastewater capacity fee “shall not exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed” unless approved by a two-thirds vote of the electorate. As such, the capacity fees calculated in this report represent the maximum fees that the District can levy. Section 66013 does not detail any specific methodology for calculating capacity fees.

Section 66016 of the Code identifies the procedural requirements for adopting or increasing water and wastewater capacity fees and Section 66022 summarizes the general process by which the fees can be legally challenged.

2 Capacity Fee Methodology

2.1 Current Capacity Fees

The District's current capacity fees were last evaluated by Carollo Engineers in a September 2013 report which calculated fees using a combined buy-in and future cost approach. Current fees are shown in Table 1.

Table 1: Current Capacity Fees

Central Marina	\$/EDU	Ord Community	\$/EDU
Water	\$4,526	Water	\$8,010
Sewer	\$2,333	Sewer	\$3,322
Total Marina	\$6,859	Total Ord	\$11,332

2.1.1 Current EDU Calculation Methodology

The District's current capacity fees are charged based on an Equivalent Dwelling Unit (EDU) Evaluation of each customer.

Water EDUs are assigned based on water use factors contained in the District's Appendix C document. One EDU is equivalent to 0.33 Acre Foot (AF) of water use per year.

Wastewater EDUs are currently assigned as follows: Each residential connection including single family, multiple dwelling, condominium, trailer spaces and mobile homes is equal to one EDU. Non-residential wastewater EDUs are calculated based on plumbing fixture units at a current conversion rate of 20 fixture units per EDU. For each hotel/motel unit, a minimum of one EDU per room is applied. Each non-residential connection is a minimum of one EDU.

2.2 Facility Cost Valuation

The District does not have a complete historical fixed assets record with purchase date and cost for each existing asset so a standard “Replacement Cost New Less Depreciation” analysis was not possible. For purposes of this study, asset values for Central Marina water and wastewater systems were estimated using detailed asset inventories, replacement costs, and depreciation developed by AKEL engineering. Ord Community assets were estimated using the sum of capital investments made by the District since taking over the systems in 2001. The value of Ord assets donated by the Army were excluded from the analysis. The asset values were further adjusted to exclude assets funded by grants, developer contributions, and depreciation based on the current age and estimated condition of facilities. The detailed replacement cost calculations are shown in the supporting tables attached to this report.

2.3 Capacity Fee Calculation Overview

While the current fee calculation methodology is a widely used and generally appropriate way to recover the future share of the District’s utility system assets and development costs, BWA proposes that the District adopt a more comprehensive cost recovery approach as summarized below.

Current Methodology: Average Cost Approach

$$\frac{\textit{Existing Asset Value} + \textit{Total CIP}}{\textit{Total Units}}$$

Proposed Methodology: Hybrid Buy-In + Marginal Future Cost Approach

$$\frac{\textit{Existing Asset Value}}{\textit{Total Units}} + \frac{\textit{Future User Share of CIP}}{\textit{Future Units}}$$

2.3.1 Current Methodology: Average Cost Approach

The current capacity fees were calculated with an *average cost approach* fees using the District's existing system, future projects and buildout projections. Under this approach, new connections pay an average cost of the total value of the existing system escalated to current dollars and the total Capital Improvement Plan. The fees are calculated based on the total cost of facilities plus total CIP divided by the total capacity the District is projected to serve through build-out. This is a widely used approach for calculating capacity fees but in some cases may not comprehensively recover the future share of growth-related CIP from future users. BWA estimates that by using the average cost methodology that the District will experience a \$24.6 million shortfall in CIP funding from developer fees (see Supplementary Tables). Therefore, BWA recommends that the District use a revised methodology that incorporates both buy-in and marginal cost components for calculating capacity fees in the future, as summarized in Section 2.3.2.

2.3.2 Proposed Methodology: Hybrid Buy-In + Marginal Future Cost Approach

Under the proposed approach, new connections buy in to the District's current system based on an average share of the total existing system, or the replacement value of each enterprise's assets less estimated depreciation. New connections also pay for the future cost of expansion by adding the present value of future CIP to the fee basis. The fees are calculated based on the total cost of facilities divided by the total capacity the District is projected to serve through the intermediate-term (2040) plus future CIP divided by future capacity in the intermediate-term. This fee would comprehensively recover the development share of existing facilities and CIP benefiting future users.

3 Capacity Fee Calculation

3.1 System Buy-In Component – Existing Assets

The updated capacity fees are designed to recover the cost of facilities that benefit new growth including a share of existing water, wastewater and recycled water system facilities and assets as well as the cost of system upgrades and expansions needed to serve growth through the Intermediate Term horizon (approximately 2040). Since a detailed listing of assets and purchase dates was not available at the time of this study, BWA worked closely with District Staff and Akel Engineers to estimate the value of existing assets using the following information:

1. Asset Listings and Replacement Value Estimates –

Central Marina - AKEL Engineering 2020 Master Plans

Water asset categories include pipelines, wells, pressure reducing valves, storage tanks and booster stations. Sewer asset categories include mains and lift stations. BWA only included pipelines and mains with diameters measuring 8” and larger, assuming all smaller pipelines are assets in-tract. Land, office buildings, and other assets were not included in the valuation.

Ord Community – MCWD Financial Statements

The Ord Community’s water and wastewater systems were inherited from the Fort Ord military base and officially transferred to the District in 2001. Asset book value was estimated using the last 20 years of District capital spending listed in the Comprehensive Annual Financial Report (CAFR). Asset book values were escalated to current dollars using the 20-city Engineering News Record Construction Cost Index (ENR CCI).

2. Asset Adjustments – District-provided data

BWA adjusted the asset replacement value by subtracting the value of assets contributed by outside sources and assets being replaced in the intermediate-term Master Plan CIPs.

- BWA subtracted a total of \$3.3 million of grant funding adjustments from the water asset valuation in the Ord Community, including a 2003 grant to fund pressure reducing valves and a 2008 grant to fund wells and to mitigate seawater intrusion. There are no known grants received for current assets in Central Marina.
- The District has received \$11.1 million in developer-contributed water assets and \$8.9 million in developer-contributed sewer assets which were subtracted from the asset valuation in the Ord community. There are no known developer contributions to current assets in Central Marina.

- The District’s 2020 Master Plan CIPs include replacement of existing water and wastewater infrastructure. The estimated value of the assets was subtracted from the Marina replacement value.
- Assets donated by the army were removed from the Ord asset book value.

3. Depreciation – Estimation based on current age and condition of facilities.

Since detailed information on asset purchase values and dates were not available, the depreciation factor was conservatively set based on the age and condition of the existing facilities as follows:

- Central Marina’s water and wastewater infrastructure was mostly constructed around 1975. While improvements, replacements, and additional assets have been incorporated since that time, and Akel Engineers and District Staff estimate that the system is between 30% and 50% depreciated, BWA has conservatively estimated the system to be 50% depreciated. Akel Engineering has conducted a detailed survey of existing infrastructure and can confirm that the depreciation factors applied reflect the approximate age and condition of facilities.
- Ord Community assets were depreciated based on an estimated 75-year useful life. Depreciation was escalated to current dollars using the 20-city Engineering News Record Construction Cost Index (ENR CCI).

A summary of the asset valuation is provided in Table 2. Detailed calculations are provided in the supporting tables following this report. Detailed source information is provided in Appendix A.

Table 2: Valuation Summary – Existing Assets

	Marina Water	Ord Water	Marina Sewer	Ord Sewer
Estimated Asset Value ¹	\$41,782,100	31,688,633	\$44,779,700	\$16,413,178
Less Asset Adjustments	(4,834,600)	(15,056,647)	(1,794,000)	(10,723,180)
Less Estimated Depreciation	(18,473,750)	(2,773,020)	(21,492,850)	(1,091,957)
Cost Escalation to 2020 Current Value		5,753,155		2,431,657
System Estimated Net Asset Value	\$18,473,750	\$19,612,121	\$21,492,850	\$7,029,698

1 - 2020 replacement value of Master Plan asset listings for Marina
20-year book value of capital spending for Ord

3.2 Future Cost Component – Capital Improvement Projects

1. **Capital Improvement Project Costs** - The District’s 2020 Water, Recycled Water, and Sewer Master Plans outline the capital improvements needed for each utility to reach intermediate-term buildout in 2040. These projects include upgrades, expansions, regular maintenance, and new facilities. The Master Plan divides project costs into two benefit groups: current customers and future customers. The present value of capital improvements benefiting future customers is included in the capacity fee calculation. The water capacity fee calculation includes both water and recycled water categories. Master plan projects attributable to a single development were excluded from the capacity fee calculation. Details are provided in Appendix B.

The District’s intermediate-term capital improvement project costs are summarized in Table 3.

Table 3: Intermediate-Term Capital Improvement Plan Summary

	Marina Current Users	Marina Future Users	Ord Current Users	Ord Future Users
Water	\$16,081,900	\$22,752,400	\$11,182,300	\$46,871,000
Recycled Water	\$7,546,000	\$5,767,559	\$7,854,000	\$38,253,907
Sewer	\$5,599,107	\$3,325,995	\$14,537,762	\$21,898,510
Total CIP	\$29,227,007	\$31,845,954	\$33,574,062	\$107,023,417

2. **Capital Improvement Plan Adjustments** – Adjustments were made to each cost center to accurately reflect projects funded by all new development.

Water and Sewer – The future user portion of financing costs were added to the CIP value to account for bond financing for the first five years of the water and sewer capital improvement plans. Financing costs were allocated based on each service area’s share of future user water and sewer project costs.

Recycled Water – expected grants and FORA Capital Contributions have been subtracted from the future share of project costs, while the future user portion of financing costs on three proposed loans have been added to the future project cost. Capital contributions are attributable to Ord only. Grants and future financing adjustments were allocated to Marina and Ord according to each service area’s share of future user recycled water project costs.

The adjusted future portion of capital improvement costs is calculated in Table 4 to be used in the capacity fee calculation.

Table 4: Adjusted Capital Improvement Plan Summary

	Marina Current Users	Marina Future Users	Ord Current Users	Ord Future Users
Total CIP Costs				
Water	\$16,081,900	\$20,489,300	\$11,182,300	\$40,752,500
Recycled Water	\$7,546,000	\$5,418,723	\$7,854,000	\$39,980,141
Sewer	\$5,599,107	\$3,081,295	\$14,537,762	\$21,203,210
Total CIP	\$29,227,007	\$28,989,318	\$33,574,062	\$101,935,851
Adjustments				
Water (Bond financing)	\$0	\$2,263,100	\$0	\$6,118,500
Recycled Water (SRF loans, grants, capital contributions)	\$0	\$348,836	\$0	(\$1,726,234)
Sewer (Bond financing)	\$0	\$244,700	\$0	\$695,300
Adjusted Total CIP				
Water	\$16,081,900	\$22,752,400	\$11,182,300	\$46,871,000
Recycled Water	\$7,546,000	\$5,767,559	\$7,854,000	\$38,253,907
Sewer	\$5,599,107	\$3,325,995	\$14,537,762	\$21,898,510

3.3 Proposed Updates to Water Demand Factors

3.3.1 Estimated Water Demand per EDU

Marina Coast WD currently defines a water equivalent dwelling unit as the amount a typical residential dwelling would use in a year, or 0.33 AF per year. For non-residential development, the District utilizes “Appendix C, Assigned Water Use Factors for Determining Water Capacity Charges” to estimate the annual water use for various types of customers.

The District recently reviewed and updated its water use factors based on 250 gallons per day, or 0.28 AF/yr/EDU. This value aligns with the system wide average day use determined by Akel Engineering in the 2020 Water Master Plan. Updated water use factors are provided in Appendix C.

3.3.2 Estimated Sewer Flow per EDU

Table 5 summarizes the sewer flow per person in the District between 2010 and 2016. The sewer flow trend is downward during this period and the average daily sewer flow per person is 63 gallons. The District estimates a typical household population of 2.8 persons. Thus, the typical sewer flow from a single-family home is estimated at 174 gallons per day. BWA recommends that the District establish 174 gallons per day as the sewer flow for one EDU.

Table 5: Estimated Sewer Flow per EDU

Year	Population	Sewer Flow (gpcd)
2010	30,840	68
2011	31,141	67
2012	31,445	64
2013	31,752	64
2014	32,062	61
2015	32,375	56
2016	33,346	<u>58</u>
Average		62
Population per Household (1 EDU)		2.8
Sewer Flow per EDU		174

Source: AKEL Engineers

3.4 Current and Projected EDUs

The District is expecting significant growth to intermediate-term buildout in 2040 per the projections in the latest Sewer Master Plan. BWA evaluated several methodologies for customer growth and concluded that the most reasonable methodology to apply is the projected change in average day demand from 2020 to intermediate-term buildout.

Table 6 shows current and projected customers in EDUs. Water EDUs were calculated using AKEL Engineering and District updated estimates of average day demand at 250 gpd (or 0.28AF/yr/EDU) and average day demand growth from present day to intermediate-term growth in 2040. Wastewater EDUs were calculated using 174 gpd (or 0.195 AFY/EDU) and average day demand growth from present day to intermediate-term growth in 2040.

Table 6: Current and Projected EDUs

	Marina Water	Ord Water	Marina Sewer	Ord Sewer
Average Day Demand per EDU (gpd)	250	250	174	174
Current Demand - 2020 (mgd)	1.98	1.26	1.10	0.90
Current EDUs	7,920	5,040	6,322	5,172
Intermediate Term Demand -2040 (mgd)	3.59	3.34	2.21	2.42
Total Future EDUs to Intermediate Term	14,360	13,360	12,701	13,908
Difference – Future Growth EDUs to Intermediate Term	6,440	8,320	6,379	8,736

3.5 Proposed Capacity Fee Calculation

Table 7 shows the detailed calculation of the District’s updated capacity fees using the Hybrid Buy-In + Marginal Future Cost methodology described in Section 2.3.2 and updated information described above in Section 3. Recycled Water CIP costs are included in the water capacity fee net of adjustments described in Section 3.2.

Table 7: Proposed Capacity Fee Calculation - Hybrid Buy-In + Marginal Future Cost

	Marina Water	Ord Water	Marina Sewer	Ord Sewer
Estimated Asset Replacement Value	\$18,473,750	\$19,612,121	\$21,492,850	\$7,029,698
Total System EDUs to Intermediate Term	14,360	13,360	12,701	13,908
Buy-In Capacity Fee Component \$/EDU	\$1,286	\$1,468	\$1,692	\$505
Water CIP (incl. adjustments)	\$22,752,400	\$46,871,000	-	-
Recycled Water CIP (incl. adjustments)	\$5,767,559	\$38,253,907	-	-
<u>Sewer CIP (incl. adjustments)</u>	-	-	<u>\$3,325,995</u>	<u>\$21,898,510</u>
Value of Future CIP to Intermediate Term	\$28,519,959	\$85,124,907	\$3,325,995	\$21,898,510
Future Growth EDUs to Intermediate Term	6,440	8,320	6,379	8,736
Marginal Future Cost Component \$/EDU	\$4,429	\$10,231	\$521	\$2,507
Proposed Capacity Charge \$/EDU	\$5,715	\$11,699	\$2,214	\$3,012
Current Capacity Charge	\$4,526	\$8,010	\$2,333	\$3,322
Difference	\$1,189	\$3,689	(\$119)	(\$310)

3.6 Estimated Sewer Plumbing Fixture Units per EDU

Many agencies, including the District, assign non-residential sewer EDUs based on the count of plumbing fixture units in a new building. Plumbing fixtures are defined in Chapter 7 of the California Plumbing Code (CPC) and various plumbing units are assigned fixture unit counts based on the relative flow associated with that unit. For example, a clothes washer is assigned 3 fixture units and a kitchen sink is assigned 2 fixture units. The District currently equates one EDU with 20 fixture units. As shown in Table 8, a typical single-family home with two bathrooms is currently rated at 19 DFUs based on Table 702.1 of the 2016 CPC. BWA recommends that the District update its fixture unit allocation per EDU to 19 fixture units.

Table 8: Estimated Plumbing Fixture Units per EDU

Fixture Type	Quantity	DFU ¹	Total DFU
Bathtub (with or without shower)	1	2	2
Clothes Washer	1	3	3
Dishwasher	1	2	2
Lavatory Sink	2	1	2
Shower (single)	1	2	2
Kitchen Sink	1	2	2
Toilet (1.28 gal per flush)	2	3	6
Fixture Units in a Typical Single-Family Residence			19

1. DFU = Drainage Fixture Units as defined in Chapter 7 of California Plumbing Code

3.7 Accessory Dwelling Units

Recently enacted state law, Government Code Section 65852.2 (SB 1069) effective January 1, 2018, requires that the capacity fees charged to ADUs must proportionately account for impact on services based on the ADU's size or number of plumbing fixtures. Table 9 summarizes an example calculation for a hypothetical ADU containing a kitchen sink, bathroom (lavatory) sink, 1.28 gpf toilet and a shower. The ADU in this example would have a rating of 8 fixture units.

Table 9: Estimated ADU Fixture Units

Fixture Type	Quantity	DFU ¹	Total DFU
Bathtub (with or without shower)	0	2	0
Clothes Washer	0	3	0
Dishwasher	0	2	0
Lavatory Sink	1	1	1
Shower (single)	1	2	2
Kitchen Sink	1	2	2
Toilet (1.28 gal per flush)	1	3	3
Fixture Units in Example ADU			8

1. DFU = Drainage Fixture Units as defined in Chapter 7 of California Plumbing Code

3.8 Multi-Family Residential Sewer Users

Multi-family units, including apartments, condominiums, trailer spaces and mobile homes are currently assigned one EDU for the purposes of calculating capacity fees. Recent trends in water and sewer demand show that multi-family units typically have lower demand than a single-family residence, typically due to a reduced number of residents per multi-family dwelling or reduced number of plumbing fixtures. In the 2017 Wastewater Rate Study, Carollo Engineers reported reduced flow for multi-family customers and recommended that the District adopt a use factor of 0.8 for multi-family residences. BWA recommends that the District adopt a use factor of 0.8 for all multi-family residences (multiple dwelling, condominium, trailer space, or mobile home) for the purposes of calculating capacity fees. A factor of 0.8 is common among California water and wastewater agencies and reflects recent trends in demand for multi-family residences.

3.9 Summary of Proposed Changes to Capacity Fee Structure

BWA proposes revisions to the sewer EDU calculations as follows:

- Each nineteen (19) fixture units are equivalent to one (1) equivalent dwelling unit (EDU).
- Each Single-Family Residential connection is one (1) EDU
- Each Multi Family Residential Connection (multiple dwelling, condominium, trailer space or mobile home) is 0.8 EDU
- Each nonresidential connection is a minimum of one (1) EDU.
- Hotels are considered non-residential units
- Updated Sewer Flow per EDU = 62gpd * 2.8 persons/household = 174gpd/EDU

Water use factors have also been updated to reflect these changes and can be found attached to this report.

4 Conclusion and Recommendations

4.1 Summary of Proposed Fees

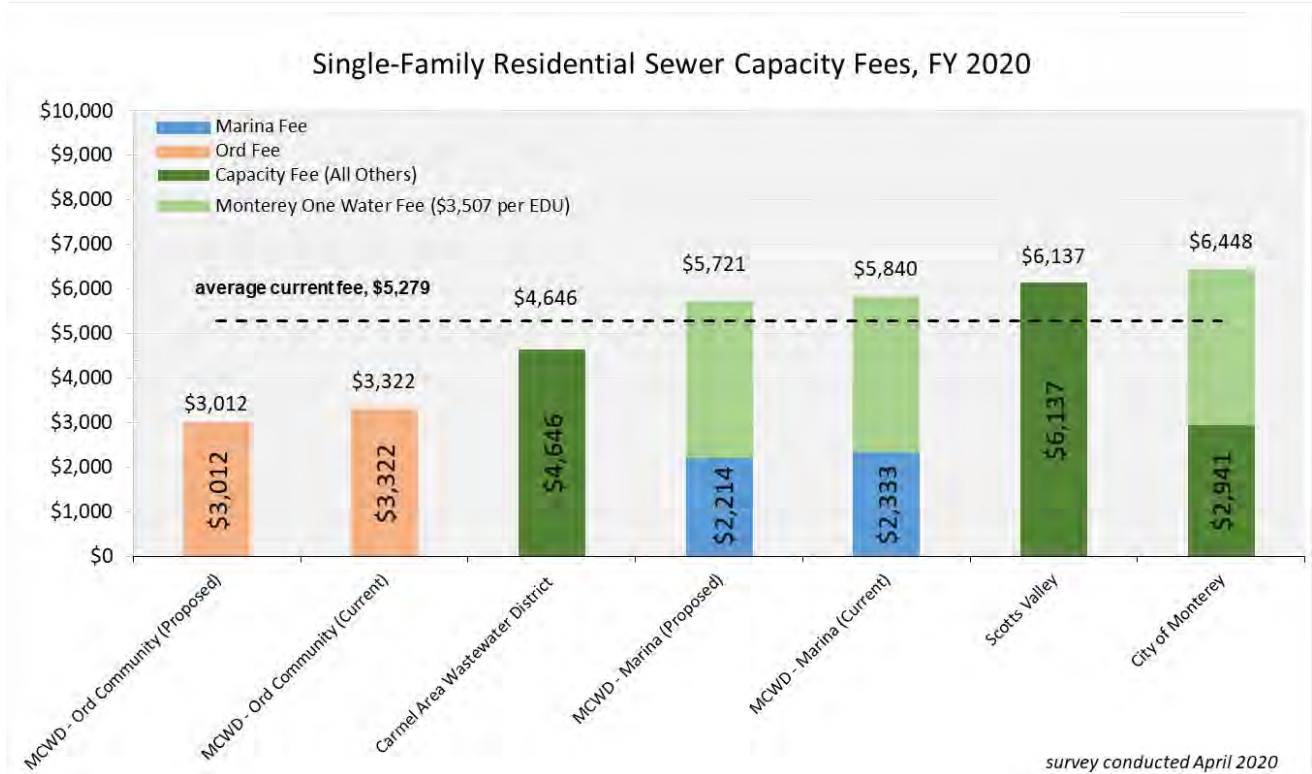
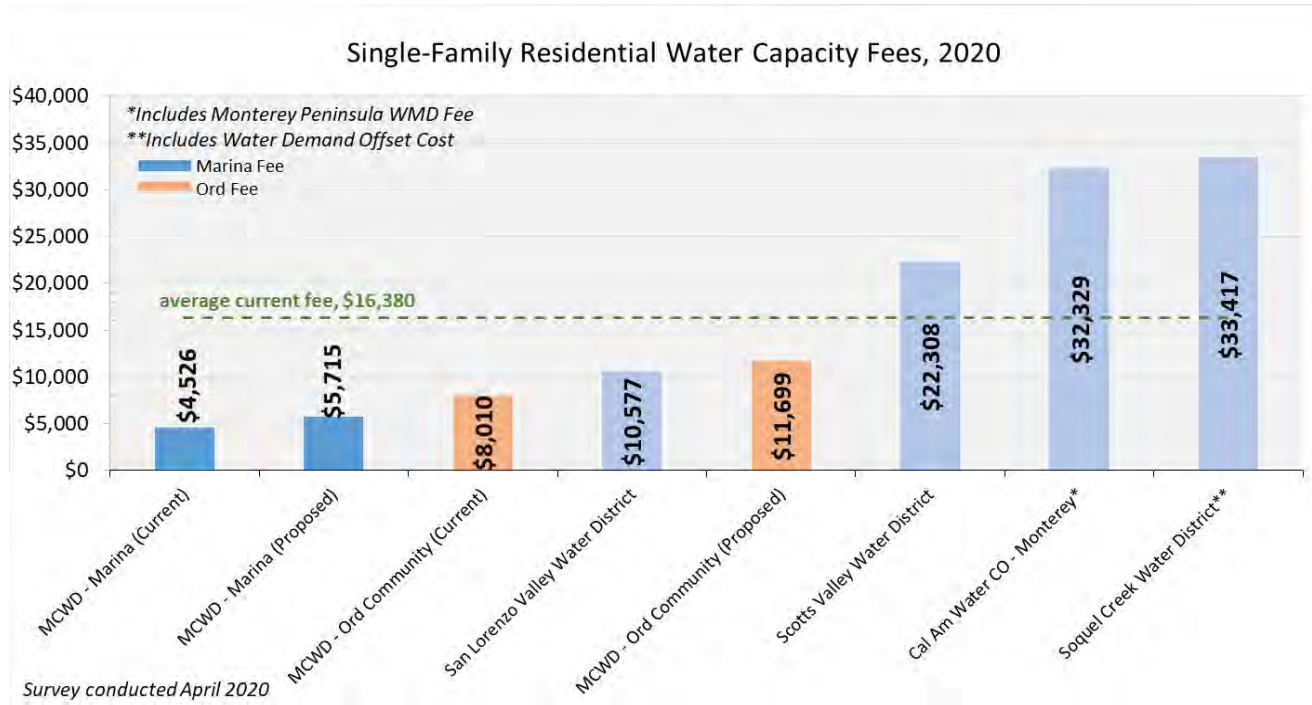
Table 10 provides a summary of findings per the methodology and District information detailed in this report. BWA has calculated fees on a \$/EDU basis using the proposed methodology described in Section 2.3.2 and calculated in Table 7.

Table 10: Proposed Capacity Fee Summary

Central Marina	\$/EDU	Ord Community	\$/EDU
Water	\$5,715	Water	\$11,699
Sewer	\$2,214	Sewer	\$3,012
Total Marina	\$7,929	Total Ord	\$14,712

4.2 Capacity Fee Survey of Surrounding Agencies

BWA conducted a capacity fee survey of surrounding water and wastewater agencies to compare with the District's proposed fees. The results are shown below.



4.3 Conclusion

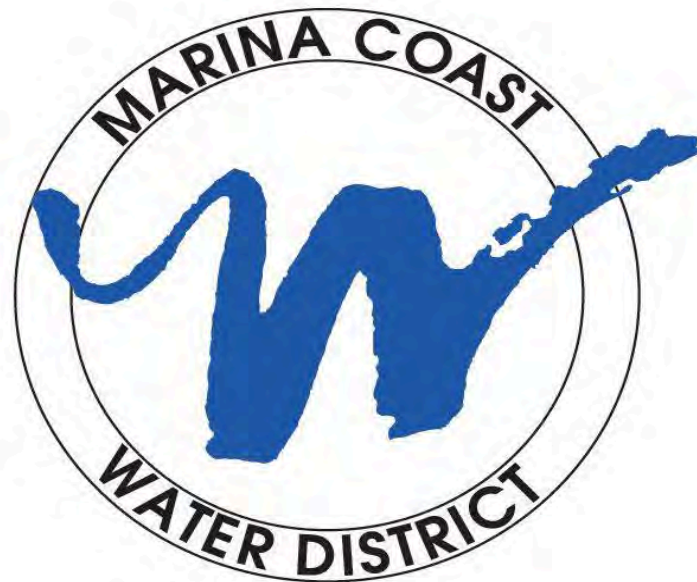
BWA finds that the proposed fees follow generally accepted fee design criteria and adhere to the substantive requirements of government code. BWA recommends that the District adopt the fees enclosed in this report by following the procedure to increase capacity fees as follows:

1. Create a nexus study to determine equitable capacity fees (Done by BWA)
2. Set notice the date of a public hearing as required in Government Code
3. Send notice of hearing to developers if specifically requested in writing
4. Hold public hearing and adopt new capacity fees via Resolution
5. Fees may become effective not less than 30 days after adoption

4.4 Future Fee Adjustments

In future years, BWA recommends that the District update its capacity fees annually by adjusting the fees by the change in the Engineering News-Record Construction Cost Index (20-Cities Average) to account for future construction cost inflation. Additionally, the District should review and consider updating its capacity fees when substantial revisions are made to anticipated capital improvement costs or to substantial changes in projected demand. In general, BWA recommends that capacity fees be independently reviewed and/or updated approximately once every five years.

Marina Coast WD



Water, Wastewater & Recycled Water Capacity Fee Supporting Tables

7/28/2020



BARTLE WELLS ASSOCIATES

Independent Public Finance Advisors

Table S-1
Marina Coast WD
Current Capacity Fees

<u>2020 Capacity Fees</u>	<u>Central Marina</u> ¹	<u>Ord Community</u> ¹
Water Capacity Fee (per EDU)	\$4,526	\$8,010
Sewer Capacity Fee (per EDU)	\$2,333	\$3,322

EDU = Equivalent Dwelling Unit

1 - Last updated 2013, does not include regional wastewater fees

Current Residential Water Capacity Fees

Each residential connection (single-family, multiple dwelling, condominium, trailer space, or mobile home) is one (1) EDU which is equivalent to 0.33 acre foot water use per year

Current Non Residential Water Capacity Fees

Each EDU is equivalent to 0.33 acre foot water use per year.
 Refer to MCWD "Appendix C" for assigned water use factors

Current Non Residential Sewer Capacity Fees

Each twenty (20) fixture units are equivalent to one (1) EDU.
 Each hotel/motel unit assigned a minimum of one (1) EDU per room.
 Each nonresidential connection is a minimum of one (1) EDU.

Table S-2A
Marina Coast WD
Asset Valuation - Existing Central Marina Water and Sewer System Assets

Water System Estimated Asset Value	
	Marina Water
Asset Listing - Replacement Value¹	
Water Pipelines (8" and larger) ²	\$25,089,000
Wells	11,310,000
Pressure Reducing Valves	91,300
Storage Tanks	4,660,000
Booster Stations	631,800
Total Asset Replacement Value	\$41,782,100
Less Developer Contributed Assets	\$0
Less Assets Being Replaced in CIP	(4,834,600)
Less Grant Funding	N/A
Adjusted Asset Replacement Value	\$36,947,500
<i>Estimated % Depreciation³</i>	<i>50%</i>
Less Estimated Depreciation	(18,473,750)
Water System Estimated Net Asset Value	\$18,473,750

Sewer System Estimated Asset Value	
	Marina Sewer
Asset Listing - Replacement Value¹	
Sewer Pipelines (8" and larger) ²	\$41,736,700
Sewer Lift Stations	3,043,000
Total Asset Replacement Value	\$44,779,700
Less Developer Contributed Assets	\$0
Less Assets Being Replaced in CIP	(1,794,000)
Adjusted Asset Replacement Value	\$42,985,700
<i>Estimated % Depreciation³</i>	<i>50%</i>
Less Estimated Depreciation	(21,492,850)
Sewer System Estimated Net Asset Value	\$21,492,850

1 - Source: Akel Engineering. Detail provided in Appendix A

2- Excludes pipes smaller than 8" diameter considered to be in-tract facilities

3 - Estimated based on current age and condition of facilities

Table S-2B

Marina Coast WD

Asset Valuation - Existing Ord Water System Assets (Excludes Value of Assets Inherited from US ARMY)

FY	ORD Water Assets	FY Change	Asset Exclusions	Net Investment	Estimated Depreciation	Net Book Value	20 Cities ENRCCI	Current Value ENR 20 Cities 11,439
2000	-	-			-	-	6,221	-
2001	-	-			-	-	6,343	-
2002	2,347,058	2,347,058	(1,600,000)	747,058	179,294	567,764	6,538	993,370
2003	3,600,215	1,253,157	(959,029)	294,128	66,669	227,459	6,694	388,692
2004	5,307,211	1,706,996		1,706,996	364,159	1,342,837	7,115	2,158,919
2005	6,039,222	732,011		732,011	146,402	585,609	7,446	899,648
2006	7,338,495	1,299,273		1,299,273	242,531	1,056,742	7,751	1,559,550
2007	10,591,407	3,252,912		3,252,912	563,838	2,689,074	7,966	3,861,451
2008	14,306,495	3,715,088	(2,330,000)	1,385,088	221,614	1,163,474	8,310	1,601,562
2009	20,559,012	6,252,517		6,252,517	917,036	5,335,481	8,570	7,121,653
2010	21,625,196	1,066,184		1,066,184	142,158	924,026	8,799	1,201,265
2011	21,625,196	-		-	-	-	9,070	-
2012	21,625,196	-		-	-	-	9,308	-
2013	20,628,323	(996,873)		(996,873)	(93,041)	(903,832)	9,547	(1,082,951)
2014	20,628,323	-		-	-	-	9,806	-
2015	20,628,323	-		-	-	-	10,035	-
2016	20,889,771	261,448		261,448	13,944	247,504	10,338	273,863
2017	20,889,771	-		-	-	-	10,737	-
2018	20,889,771	-		-	-	-	11,062	-
2019	31,688,633	10,798,862	(10,167,618)	631,244	8,417	622,827	11,218	635,097
		31,688,633	(15,056,647)	16,631,986	2,773,020	13,858,966		19,612,121

Exclusions:

- (1,600,000) Army Conveyed Assets (2002)
- (2,330,000) Prop 50 Grant - Well 34 & Watkins Gate (2008)
- (959,029) Prop 13 Grant - PRV Replacement (2003)
- (10,167,618) Developer Contributed Assets (booked 2019)
75 year assumed useful life

Table S-2C

Marina Coast WD

Asset Valuation - Existing Ord Sewer Collection System Assets (Excludes Value of Assets Inherited from US ARMY)

FY	ORD Sewer Assets	FY Change	Exclusions	Net Investment	Estimated Depreciation ¹	Net Book Value	20 Cities ENRCCI	Current Value ENR 20 Cities 11,439
2000	-	-			-	-	6,221	-
2001	-	-			-	-	6,343	-
2002	1,680,178	1,680,178	(1,278,000)	402,178	96,523	305,655	6,538	534,780
2003	1,845,480	165,302		165,302	37,468	127,834	6,694	218,448
2004	4,569,439	2,723,959		2,723,959	581,111	2,142,848	7,115	3,445,121
2005	5,009,041	439,602		439,602	87,920	351,682	7,446	540,275
2006	5,834,811	825,770		825,770	154,144	671,626	7,751	991,192
2007	8,050,944	2,216,133		2,216,133	384,130	1,832,003	7,966	2,630,716
2008	6,341,021	(1,709,923)		(1,709,923)	(273,588)	(1,436,335)	8,310	(1,977,165)
2009	6,833,253	492,232		492,232	72,194	420,038	8,570	560,655
2010	6,842,305	9,052		9,052	1,207	7,845	8,799	10,199
2011	6,842,305	-		-	-	-	9,070	-
2012	6,842,305	-		-	-	-	9,308	-
2013	6,206,947	(635,358)		(635,358)	(59,300)	(576,058)	9,547	(690,220)
2014	6,206,947	-		-	-	-	9,806	-
2015	6,206,947	-		-	-	-	10,035	-
2016	6,206,947	-		-	-	-	10,338	-
2017	6,206,947	-		-	-	-	10,737	-
2018	6,206,947	-		-	-	-	11,062	-
2019	16,413,178	10,206,231	(9,445,180)	761,051	10,147	750,904	11,218	765,697
Totals		16,413,178	(10,723,180)	5,689,998	1,091,957	4,598,041		\$7,029,698

Exclusions:

- (1,278,000) Army Conveyed Assets (2002)
- (9,445,180) Developer Contributed Assets (booked 2019)
75 year assumed useful life

Table S-3
Marina Coast WD
Intermediate Term Capital Improvement Plan Summary

Water System Capital Improvement Plan - 2020 Water Master Plan (See Appendix B)			
Marina Water	Current Users¹	Future Users	Total
Pipeline Improvements	\$1,541,000	\$3,973,000	\$5,514,000
Valve Improvements	\$137,000	\$0	\$137,000
Total Marina Specific Improvements	\$1,678,000	\$3,973,000	\$5,651,000
Marina's Share of Combined Improvements	\$14,403,900	\$16,516,300	\$30,920,200
Total Marina Water CIP	\$16,081,900	\$20,489,300	\$36,571,200
Adjustment - Future Interest Costs	\$0	\$2,263,100	\$2,263,100
Total Marina Water CIP - Adjusted	\$16,081,900	\$22,752,400	\$38,834,300
Ord Water			
Pipeline Improvements	\$2,807,500	\$26,997,500	\$29,805,000
Tank Improvements	\$1,419,400	\$3,469,600	\$4,889,000
Pump Station Improvements	\$834,600	\$449,400	\$1,284,000
Valve Improvements	\$27,400	\$109,600	\$137,000
Total Ord Specific Improvements	\$5,088,900	\$31,026,100	\$36,115,000
Ord's Share of Combined Improvements	\$5,231,400	\$9,167,400	\$14,398,800
Total Ord Water CIP	\$11,182,300	\$40,752,500	\$51,934,800
Adjustment - Future Interest Costs	\$0	\$6,118,500	\$6,118,500
Total Ord Water CIP - Adjusted	\$11,182,300	\$46,871,000	\$58,053,300
Recycled Water System Capital Improvement Plan 2020 Water Master Plan (See Appendix B)			
Marina Recycled	Current Users¹	Future Users	Total
Distribution Facilities	\$0	\$1,589,780	\$1,589,780
Transmission Facilities	\$0	\$525,661	\$525,661
Other Treatment Improvements	\$0	\$1,049,282	\$1,049,282
Water Augmentation Project	\$7,546,000	\$2,254,000	\$9,800,000
Total Marina Recycled Water CIP	\$7,546,000	\$5,418,723	\$12,964,723
Adjustment - Grants	\$0	(\$870,666)	(\$870,666)
Adjustment - FORA Capital Contributions	\$0	\$0	\$0
Adjustment - Future Interest Costs	\$0	\$1,219,502	\$1,219,502
Total Ord Recycled Adjustments	\$0	\$348,836	\$348,836
Total Marina Recycled Water CIP - Adjusted	\$7,546,000	\$5,767,559	\$13,313,559
Ord Recycled			
Distribution Facilities	\$0	\$7,710,220	\$7,710,220
Transmission Facilities	\$0	\$9,987,556	\$9,987,556
Other Treatment Improvements	\$0	\$19,936,365	\$19,936,365
Water Augmentation Project	\$7,854,000	\$2,346,000	\$10,200,000
Total Ord Recycled Water CIP	\$7,854,000	\$39,980,141	\$47,834,141
Adjustment - Grants	\$0	(\$6,423,903)	(\$6,423,903)
Adjustment - FORA Capital Contributions	\$0	(\$4,300,000)	(\$4,300,000)
Adjustment - Future Interest Costs	\$0	\$8,997,669	\$8,997,669
Total Ord Recycled Adjustments	\$0	(\$1,726,234)	(\$1,726,234)
Total Ord Recycled Water CIP - Adjusted	\$7,854,000	\$38,253,907	\$46,107,907
Sewer System Capital Improvement Plan- 2020 Water Master Plan (See Appendix B)			
Marina Sewer	Current Users¹	Future Users	Total
Gravity Main Improvements	\$1,621,505	\$3,081,295	\$4,702,800
Lift Station Improvements	\$2,494,976	\$0	\$2,494,976
Condition Assessment Improvements	\$46,200	\$0	\$46,200
Misc Improvements	\$1,436,426	\$0	\$1,436,426
Total Marina Sewer CIP	\$5,599,107	\$3,081,295	\$8,680,402
Adjustments - Future Interest Costs	\$0	\$244,700	\$244,700
Total Marina Sewer CIP - Adjusted	\$5,599,107	\$3,325,995	\$8,925,102
Ord Sewer			
Gravity Main Improvements	\$1,141,372	\$3,025,868	\$4,167,240
Force Main Improvements	\$667,033	\$903,167	\$1,570,200
Lift Station Improvements	\$3,703,525	\$1,290,794	\$4,994,319
Condition Assessment Improvements	\$1,133,100	\$0	\$1,133,100
Misc Improvements	\$7,892,732	\$15,983,381	\$23,876,113
Total Ord Sewer CIP	\$14,537,762	\$21,203,210	\$35,740,972
Adjustments - Future Interest Costs	\$0	\$695,300	\$695,300
Total Ord Sewer CIP - Adjusted	\$14,537,762	\$21,898,510	\$36,436,272

1 - Costs allocated to current users are excluded from capacity fee calculation

2 - Recycled Water CIP projects included in water capacity fee

Detail provided in Appendix B

Table S-4
Marina Coast WD
Master Plan - Water Demand and Wastewater Flow Projection

Average Day Use - Water			
Development Horizon	Marina Water (mgd)	Ord Water (mgd)	Total (mgd)
Existing (2020)	1.98	1.26	3.24
Intermediate Term (2020-2040)	3.59	3.34	6.93
Buildout (to 2050)	3.59	5.93	9.52
% Growth to Intermediate Term	81%	165%	114%
% Growth to Buildout	81%	371%	194%

System Wide Average Day Use
 Estimated EDUs @ 250 gpd
 0.28 AFY/EDU

Development Horizon	Marina Water (EDU)	Ord Water (EDU)	Total (EDU)
Existing (2020)	7,920	5,040	12,960
Intermediate Term (2020-2040)	14,360	13,360	27,720
Buildout (to 2050)	14,360	23,720	38,080
% Growth to Intermediate Term	81%	165%	114%
% Growth to Buildout	81%	371%	194%

Average Day Demands - Sewer			
Development Horizon	Marina Sewer (mgd)	Ord Sewer (mgd)	Total (mgd)
Existing (2020)	1.10	0.90	2.00
Intermediate Term (2020-2040)	2.21	2.42	4.63
Buildout (to 2050)	2.21	4.3	6.51
% Growth to Intermediate Term	101%	169%	132%
% Growth to Buildout	101%	378%	226%

System Wide Average Day Sewer Demands
 Estimated EDUs @ 174 gpd
 0.195 AFY/EDU

Development Horizon	Marina Sewer (EDU)	Ord Sewer (EDU)	Total (EDU)
Existing (2020)	6,322	5,172	11,494
Intermediate Term (2020-2040)	12,701	13,908	26,609
Buildout (to 2050)	12,701	24,713	37,414
% Growth to Intermediate Term	101%	169%	132%
% Growth to Buildout	101%	378%	226%

Source: Akel Engineering flow & use estimates, MCWD use factors, updated MCWD Appendix C

**Table S-5
Marina Coast WD
EDU Growth Projection Summary**

Current FY 2020 EDUs	Units	% Growth to Intermediate Term¹	EDU Growth to Intermediate Term¹	Est. Total EDUs at Intermediate Term
Central Marina				
7,920	<i>Water EDUs</i>	81%	6,440	14,360
6,322	<i>Wastewater EDUs</i>	101%	6,379	12,701
Ord Community				
5,040	<i>Water EDUs</i>	165%	8,320	13,360
5,172	<i>Wastewater EDUs</i>	169%	8,736	13,908
Total System				
12,960	<i>Water EDUs</i>	114%	14,760	27,720
11,494	<i>Wastewater EDUs</i>	132%	15,115	26,609

1 - Source: Table S-4

Table S-6
Marina Coast WD
Capacity Fee Methodologies Overview

Current Methodology: Average Cost

$$\frac{\textit{Existing Asset Value} + \textit{Total CIP}}{\textit{Total Units}}$$

Proposed Methodology: Hybrid Buy-In + Marginal Future Cost

$$\frac{\textit{Existing Asset Value}}{\textit{Total Units}} + \frac{\textit{Future User Share of CIP}}{\textit{Future Units}}$$

Table S-7

Marina Coast WD

Capacity Charge Calculations - Hybrid Buy-In + Marginal Future Cost Methodology (to Intermediate Term Horizon)

	Marina Water		Ord Water		Marina Sewer		Ord Sewer	
Buy-In Component								
Estimated Asset Replacement Value (see table S-2A-C)	\$	18,473,750	\$	19,612,121	\$	21,492,850	\$	7,029,698
Total System EDUs to Intermediate Term		14,360		13,360		12,701		13,908
Buy In Capacity Fee Component \$/EDU	\$	1,286	\$	1,468	\$	1,692	\$	505
Marginal Future CIP Cost Component								
Value of Future CIP to Intermediate Term								
Water CIP (incl. adjustments - see table S-3)	\$	22,752,400	\$	46,871,000				
Recycled Water CIP (incl. adjustments - see table S-3)	\$	5,767,559	\$	38,253,907				
<u>Sewer CIP (incl. adjustments - see table S-3)</u>	\$	-	\$	-	\$	3,325,995	\$	21,898,510
Total Value of Future CIP to Intermediate Term	\$	28,519,959	\$	85,124,907	\$	3,325,995	\$	21,898,510
Number of Future EDUs to Intermediate Term		6,440		8,320		6,379		8,736
Water Component \$/EDU	\$	3,533	\$	5,634	\$	-	\$	-
Recycled Water Component \$/EDU	\$	896	\$	4,598	\$	-	\$	-
Sewer Component \$/EDU	\$	-	\$	-	\$	521	\$	2,507
Marginal Future CIP Cost Component \$/EDU	\$	4,429	\$	10,231	\$	521	\$	2,507
Proposed Capacity Charge \$/EDU¹	\$	5,715	\$	11,699	\$	2,214	\$	3,012
Current Capacity Charge	\$	4,526	\$	8,010	\$	2,333	\$	3,322
Difference		\$1,189		\$3,689		(\$119)		(\$310)

1 - Water capacity fee includes Water and Recycled Water CIP

Table S-7A
Marina Coast WD
Example Capacity Charge Calculation - Average Cost Methodology (to Intermediate Term Horizon)

	Marina Water	Ord Water	Marina Sewer	Ord Sewer
Buy-In Component				
Estimated Asset Replacement Value	\$ 18,473,750	\$ 19,612,121	\$ 21,492,850	\$ 7,029,698
Total System EDUs to Intermediate Term	14,360	13,360	12,701	13,908
Buy In Capacity Fee Component \$/EDU	\$ 1,286	\$ 1,468	\$ 1,692	\$ 505
CIP Cost Component (Includes Total CIP)				
Value of Total CIP to Intermediate Term				
Water CIP (incl. adjustments - see table S-3)	\$ 38,834,300	\$ 58,053,300		
Recycled Water CIP (incl. adjustments - see table S-3)	\$ 13,313,559	\$ 46,107,907		
Sewer CIP (incl. adjustments - see table S-3)	\$ -	\$ -	\$ 8,925,102	\$ 36,436,272
Total Value of CIP to Intermediate Term	\$ 52,147,859	\$ 104,161,207	\$ 8,925,102	\$ 36,436,272
Total System EDUs to Intermediate Term	14,360	13,360	12,701	13,908
Water Component \$/EDU	\$ 2,704	\$ 4,345	\$ -	\$ -
Recycled Water Component \$/EDU	\$ 927	\$ 3,451	\$ -	\$ -
Sewer Component \$/EDU	\$ -	\$ -	\$ 703	\$ 2,620
Total CIP Cost Component \$/EDU	\$ 3,631	\$ 7,796	\$ 703	\$ 2,620
Average Cost Capacity Charge \$/EDU¹	\$ 4,918	\$ 9,264	\$ 2,395	\$ 3,125
Future EDUs	6,440	8,320	6,379	8,736
Total CIP Cost Component \$/EDU	\$ 3,631	\$ 7,796	\$ 703	\$ 2,620
Calculated Capacity Fee Revenue for Future CIP	\$ 23,386,645	\$ 64,866,859	\$ 4,482,744	\$ 22,885,592
Future CIP - Development Share	\$ 28,519,959	\$ 85,124,907	\$ 3,325,995	\$ 21,898,510
Difference	\$ (5,133,315)	\$ (20,258,047)	\$ 1,156,749	\$ 987,082
Total Development Shortfall	\$ (23,247,531)			

1 - Water capacity fee includes Water and Recycled Water CIP

Table S-8
Marina Coast WD
Estimated Sewer Flow Per EDU

Estimated population per household: **2.8** people.

Year	Population	Sewer Flow (gpcd)
2010	30,840	68
2011	31,141	67
2012	31,445	64
2013	31,752	64
2014	32,062	61
2015	32,375	56
2016	33,346	<u>58</u>
Average		62
Sewer Flow per EDU		174

ADWF sewer flow per day per person, the average from 2010 to 2016 is 63 gpcd.

The sewer flow trend is downward from approximately 68 gpcd in 2010 to 58 gpcd in 2016.

Source: AKEL Engineering

Table S-9
Marina Coast WD
Calculation of Typical Single Family Residence (2 bathroom) Fixture Units

Fixture Type	Quantity	DFU (1)	Total DFU
Bathtub(with or without shower)	1	2	2
Clothes Washer	1	3	3
Dishwasher	1	2	2
Lavatory Sink	2	1	2
Shower (single)	1	2	2
Kitchen Sink	1	2	2
Toilet (1.28 gal per flush)	2	3	6
Fixture Units in a Typical Single Family Residence			19

1. DFU=Drainage Fixture Units as defined in Chapter 7 of California Plumbing Code

Table S-10
Marina Coast WD
Example Calculation of ADU (1 bathroom) Fixture Units

Fixture Type	Quantity	DFU (1)	Total DFU
Bathtub(with or without shower)	0	2	0
Clothes Washer	0	3	0
Dishwasher	0	2	0
Lavatory Sink	1	1	1
Shower (single)	1	2	2
Kitchen Sink	1	2	2
Toilet (1.28 gal per flush)	1	3	3
Fixture Units in Example ADU			8

1. DFU=Drainage Fixture Units as defined in Chapter 7 of the California Plumbing Code

Table S-11
Marina Coast WD
Summary of Proposed Capacity Fees

Central Marina			
<u>Residential Capacity Fees</u>	<u>Current</u>	<u>Proposed</u>	<u>\$ Increase (Decrease)</u>
Water Capacity Fee - \$/EDU	\$4,526	\$5,715	\$1,189
Sewer Capacity Fee - \$/EDU	<u>\$2,333</u>	<u>\$2,214</u>	<u>(\$119)</u>
Total Capacity Fee	\$6,859	\$7,929	\$1,070

Ord Community			
<u>Residential Capacity Fees</u>	<u>Current</u>	<u>Proposed</u>	<u>\$ Increase (Decrease)</u>
Water Capacity Fee - \$/EDU	\$8,010	\$11,699	\$3,689
Sewer Capacity Fee - \$/EDU	<u>\$3,322</u>	<u>\$3,012</u>	<u>(\$310)</u>
Total Capacity Fee	\$11,332	\$14,712	\$3,380

EDU = Equivalent Dwelling Unit

Residential and Non-Residential Water Capacity Fees

Each EDU is equivalent to 0.28 Acre foot water use per year.
Refer to MCWD "Appendix C" for assigned water use factors

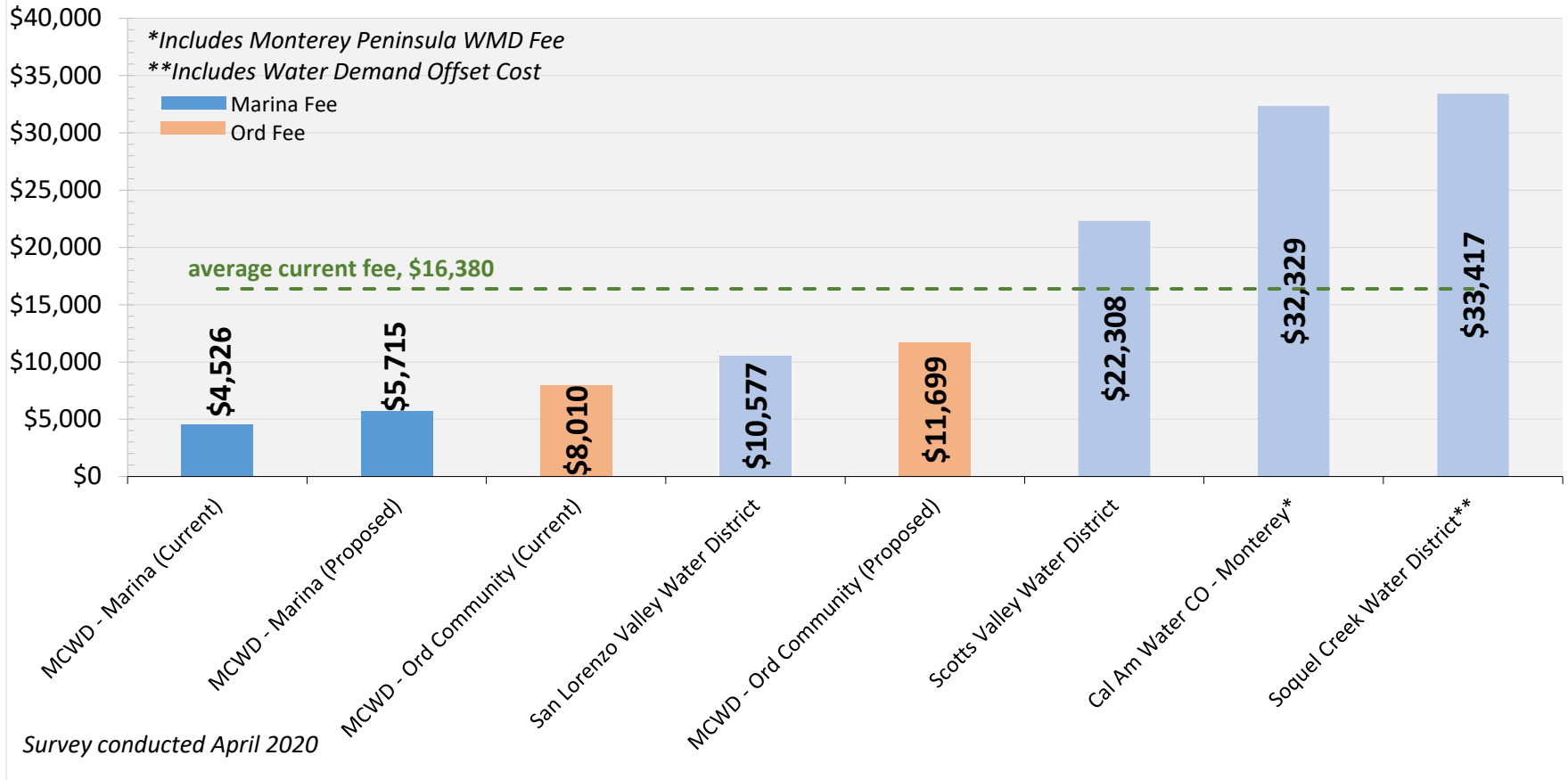
Residential Sewer Capacity Fees

Each Single-Family Residential connection is one (1) EDU
Each Multi-Family Residential connection (multiple dwelling, condominium, trailer space or mobile home) is 0.8 EDU

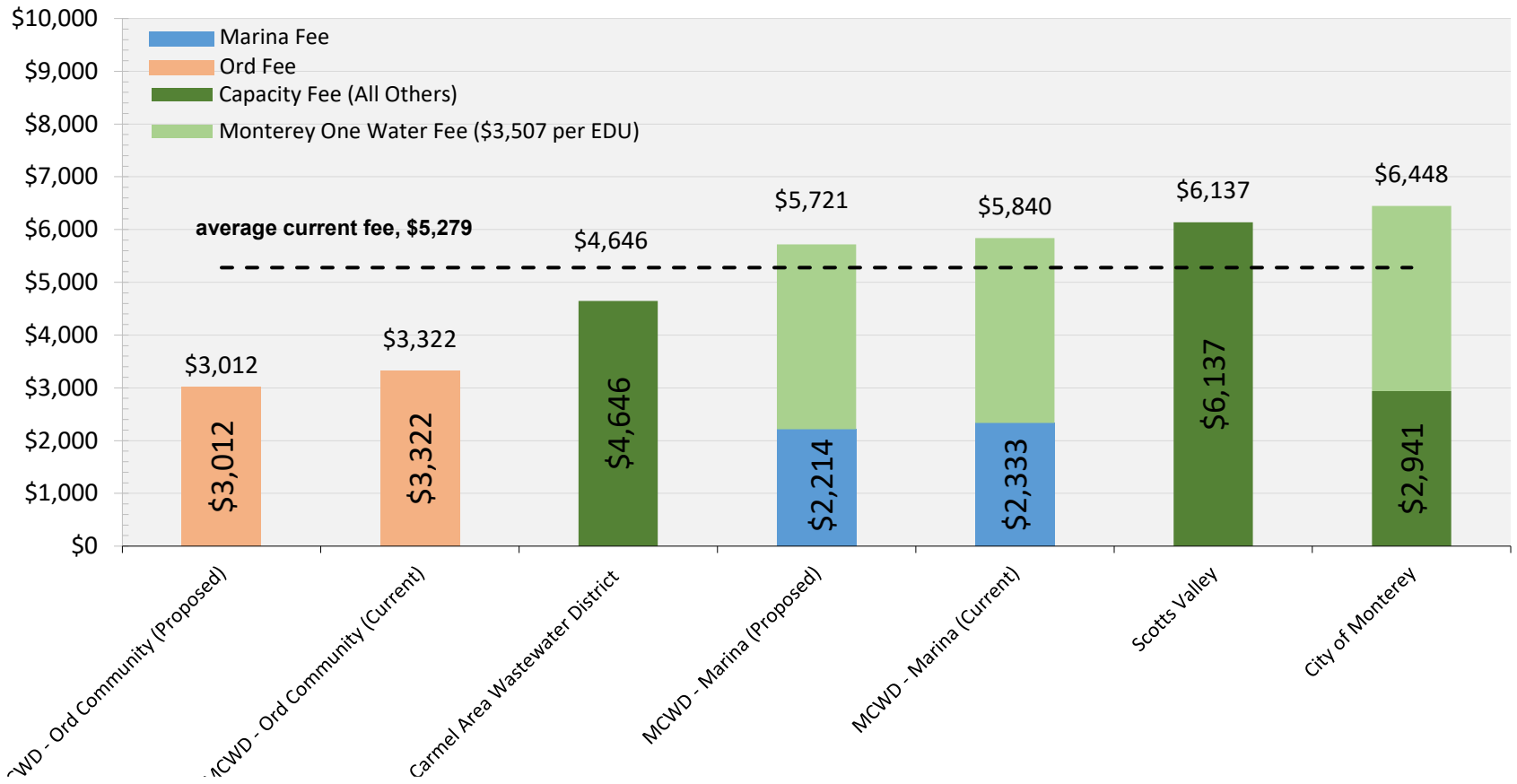
Non Residential Sewer Capacity Fees

Each nineteen (19) fixture units are equivalent to one (1) equivalent dwelling unit (EDU).
Each nonresidential connection is a minimum of one (1) EDU.
Hotels are considered non-residential units

Single-Family Residential Water Capacity Fees, 2020



Single-Family Residential Sewer Capacity Fees, FY 2020



Appendix A: Asset Listing

1. Water Assets
2. Sewer Assets
3. Asset Exclusions

Appendix A1: Asset Listing - Water Asset Detail

Excerpts from MCWD 2020 Water Master Plan, Akel Engineering

Table 1 Unit Costs

Water Master Plan
Marina Coast Water District

PRELIMINARY

Pipelines	
Pipe Size (in)	Cost ^{1,2} (\$/lineal foot)
12	\$213
16	\$256
18	\$276
20	\$316
24	\$346
30	\$383
36	\$451
Pump Stations	
Estimated Pumping Station Unit Cost (\$/gpm), where Q is equal to the total station capacity in gpm	
Construct New Pump Station	Unit Cost (\$/gpm) = $191.99 \times e^{-0.0001 \times Q}$
Upgrade Existing Pump Station	Unit Cost (\$/gpm) = $160.97 \times e^{-0.00008 \times Q}$
Pressure Reducing Valves	
	Cost (\$)
PRV	\$73,000
Storage Reservoirs ³	
≤1.0 MG	\$2.92
1.1 MG-3.0 MG	\$2.33
3.1 MG - 5.0 MG	\$1.68
> 5 MG	\$1.25
Groundwater Wells	
Replace Pump	\$55,000
1,500 gpm Capacity	\$3,016,000

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Notes:

2/7/2019

1. Construction costs estimated using June 2018 ENR CCI of 11,089
2. Construction costs are based on Bid Tabs Results received from District staff on October 18, 2018.
3. Tank costs were adjusted to reflect recent construction for a 1.5 MG tank, as provided by District staff on 2/7/2019.

Table 2 Existing Pipe Replacement Cost
 Water Master Plan
 Marina Coast Water District

PRELIMINARY

Pipe Diameter	Total Length by Diameter		Unit Cost ^{1,2} (\$/LF)	Infrastructure Costs (\$)	Baseline	Estimated	Capital Improvement
	(ft)	(miles)			Construction Costs (\$)	Construction Costs (\$)	Cost ³ (\$)
Ord Community							
3	65	0.01	142	9,230	9,300	9,300	11,700
4	6,679	1.26	142	948,418	948,500	948,500	1,185,700
6	134,805	25.53	142	19,142,310	19,142,400	19,142,400	23,928,000
8	244,671	46.34	142	34,743,282	34,743,300	34,743,300	43,429,200
10	26,294	4.98	178	4,667,185	4,667,200	4,667,200	5,834,000
12	112,313	21.27	213	23,922,669	23,922,700	23,922,700	29,903,400
14	4,483	0.85	235	1,051,264	1,051,300	1,051,300	1,314,200
16	30,400	5.76	256	7,782,400	7,782,400	7,782,400	9,728,000
18	21,931	4.15	276	6,052,956	6,053,000	6,053,000	7,566,300
20	5,556	1.05	316	1,755,696	1,755,700	1,755,700	2,194,700
24	39,999	7.58	346	13,839,654	13,839,700	13,839,700	17,299,700
30	11,180	2.12	383	4,281,940	4,282,000	4,282,000	5,352,500
Central Marina							
4	1,920	0.4	142	272,640	272,700	272,700	340,900
6	92,363	17.5	142	13,115,546	13,115,600	13,115,600	16,394,500
8	91,442	17.3	142	12,984,764	12,984,800	12,984,800	16,231,000
10	4,264	0.8	178	756,860	756,900	756,900	946,200
12	20,536	3.9	213	4,374,168	4,374,200	4,374,200	5,467,800
16	249	0.05	256	63,744	63,800	63,800	79,800
18	1,609	0.3	276	444,084	444,100	444,100	555,200
20	4,581	0.9	316	1,447,596	1,447,600	1,447,600	1,809,500
Total Cost							
	Subtotal - Ord Community			118,197,004	118,197,100	118,197,100	147,746,400
	Subtotal - Central Marina			33,459,402	33,459,500	33,459,500	41,824,400
	Total Cost			151,656,406	151,656,500	151,656,500	189,570,700

Notes:

1. Unit costs for pipelines less than 12" based on cost per inch-diameter of 12" pipeline
2. Pipelines smaller than 8" assumed to be replaced with 8".
3. 25% contingency assumed for replacement costs in estimated asset value calculation

4/14/2020

Table 3 Existing Wells Replacement Cost
 Water Master Plan
 Marina Coast Water District

PRELIMINARY

Supply Well	Location	Design Capacity		Infrastructure Costs ^{1,2}	Baseline Construction Costs	Estimated Construction Costs	Capital Improvement Cost ³
		Rated					
		(gpm)	(mgd)				
Central Marina							
Well 10	Bayer Avenue and Ridgeview	1,350	1.94	3,016,000	3,016,000	3,016,000	3,770,000
Well 11	Reservation Rd & Salinas Ave	2,000	2.88	3,016,000	3,016,000	3,016,000	3,770,000
Well 12 (Inactive)	Top of Beach Rd	1,900	2.74	3,016,000	3,016,000	3,016,000	3,770,000
Ord Community							
Well 29	Old County Rd	1,500	2.16	3,016,000	3,016,000	3,016,000	3,770,000
Well 30	Reservation Rd	1,500	2.16	3,016,000	3,016,000	3,016,000	3,770,000
Well 31	Reservation Rd	2,400	3.46	3,016,000	3,016,000	3,016,000	3,770,000
Well 34	Reservation Rd	2,000	2.88	3,016,000	3,016,000	3,016,000	3,770,000
Well 35	Watkins Gate & Reservation Rd	2,000	2.88	3,016,000	3,016,000	3,016,000	3,770,000
Total Cost							
		Subtotal - Central Marina		9,048,000	9,048,000	9,048,000	11,310,000
		Subtotal - Ord Community		15,080,000	15,080,000	15,080,000	18,850,000
		Total Cost		24,128,000	24,128,000	24,128,000	30,160,000

Notes:

4/14/2020

1. Unless noted otherwise well improvement consists of pump replacement only.
2. Well 12 currently inactive due to quality issues and is not currently planned for reinstatement. Unit cost shown assumes new well construction
3. 25% contingency assumed for replacement costs in estimated asset value calculation

Table 4 Existing Pressure Reducing Valves Replacement Cost

Water Master Plan
Marina Coast Water District

PRELIMINARY

Location	PRV ID	Unit Cost (\$)	Infrastructure Costs (\$)	Baseline Construction Costs (\$)	Estimated Construction Costs (\$)	Capital Improvement Cost ¹ (\$)
Central Marina						
Carmel Ave at Crumpton Ln	PRV-2	73,000	73,000	73,000	73,000	91,300
Ord Community						
Sand Tank	Bermad Valve	73,000	73,000	73,000	73,000	91,300
12th St near DX Dr	PRV-24	73,000	73,000	73,000	73,000	91,300
8th St at 2nd Ave	PRV-28	73,000	73,000	73,000	73,000	91,300
Monterey Rd at Normandy Rd	PRV-20	73,000	73,000	73,000	73,000	91,300
8-inch pipeline s/o Sand Tank	PRV-50	73,000	73,000	73,000	73,000	91,300
Old County Rd near Well 29	PRV-25	73,000	73,000	73,000	73,000	91,300
Gigling Rd at 6th Division Cir	PRV-26	73,000	73,000	73,000	73,000	91,300
Abrams Dr at Bunker Hill Dr	PRV-10	73,000	73,000	73,000	73,000	91,300
Inter-Garrison Rd near Spotsylvania Ct	PRV-11	73,000	73,000	73,000	73,000	91,300
Inter-Garrison Rd at Abrams Dr	PRV-12	73,000	73,000	73,000	73,000	91,300
Inter-Garrison Rd at Schoonover Dr	PRV-13	73,000	73,000	73,000	73,000	91,300
Inter-Garrison Rd. to East Garrison	PRV-EG	73,000	73,000	73,000	73,000	91,300
Kiska Rd at Buna Rd	PRV-17	73,000	73,000	73,000	73,000	91,300
Peninsula Point Dr at Bay Crest Cir	PRV-18	73,000	73,000	73,000	73,000	91,300
Coe Ave to Upper Seaside Highlands	PRV-19	73,000	73,000	73,000	73,000	91,300
General Jim Moore Blvd at Normandy Dr	PRV-27	73,000	73,000	73,000	73,000	91,300
Coe Ave to Sunbay Apartments	PRV-SUNBAY	73,000	73,000	73,000	73,000	91,300
Total Cost						
	Subtotal - Central Marina		73,000	73,000	73,000	91,300
	Subtotal - Ord Community		1,241,000	1,241,000	1,241,000	1,552,100
	Total Cost		1,314,000	1,314,000	1,314,000	1,643,400

4/14/2020

1. 25% contingency assumed for replacement costs in estimated asset value calculation

Table 5 Existing Storage Reservoirs Replacement Cost
 Water Master Plan
 Marina Coast Water District

PRELIMINARY

Pressure Zone	Tank Name	Location	Volume (MG)	Infrastructure Costs (\$)	Baseline Construction Costs (\$)	Estimated Construction Costs (\$)	Capital Improvement Cost ² (\$)
Central Marina							
A	Reservoir 2	Crescent Ave, Marina	2.00	4,660,000	4,660,000	4,660,000	4,660,000
Ord Community							
A	Intermediate	Above Schoonover Park	0.17	493,480	493,500	493,500	493,500
A ¹	Sand Tank	California Ave	1.00	2,920,000	2,920,000	2,920,000	2,920,000
B	B1	6th & Durham	2.00	4,660,000	4,660,000	4,660,000	4,660,000
C	C1	7th and Giggling	2.00	4,660,000	4,660,000	4,660,000	4,660,000
C	C2 (old F)	Off Watkins Gate Rd.	2.00	4,660,000	4,660,000	4,660,000	4,660,000
D	D1	Above Fitch Park	2.00	4,660,000	4,660,000	4,660,000	4,660,000
D	Huffman	BLM- Huffman Ranch	0.06	175,200	175,200	175,200	175,200
E	Hydropneumatic	Above Fitch Park	0.01	29,200	29,200	29,200	29,200
Total Cost							
Subtotal - Central Marina				4,660,000	4,660,000	4,660,000	4,660,000
Subtotal - Ord Community				22,257,880	22,257,900	22,257,900	22,257,900
Total Cost				26,917,880	26,917,900	26,917,900	26,917,900

4/14/2020

Notes:

1. Tank planned for imminent demolition
2. 25% contingency assumed for replacement costs in estimated asset value calculation

Table 6 Existing Booster Stations Replacement Cost

Water Master Plan
Marina Coast Water District

Name	Location	System	Design Capacity ¹		Unit Cost (\$/gpm)	Infrastructure Costs (\$)	Baseline Construction Costs (\$)	Estimated Construction Costs (\$)	Capital Improvement Cost ² (\$)
			Rated						
			(gpm)	gpm					
Central Marina									
A-Booster	Reservoir 2	Marina	3 x 1,500 gpm	4,500	112	505,372	505,400	505,400	631,800
Ord Community									
B-Booster	Sand Tank	Ord	3 x 2,800 gpm	8,400	82	690,523	690,600	690,600	863,300
C-Booster	Sand Tank	Ord	1 x 2,000 gpm 4 x 1,800 gpm	9,200	77	709,401	709,500	709,500	886,900
D-Booster	Intersection of Giggling Road and Parker Flats	Ord	1 x 4,800 gpm 1 x 2,000 gpm	6,800	93	635,328	635,400	635,400	794,300
E-Booster	D1 Tank	Ord	3 x 120 gpm 2 x 2,150 gpm	4,660	111	516,685	516,700	516,700	645,900
F-Booster (Inactive) ¹	Intermediate Tank	Ord	2 x 1,500 gpm	3,000	127	379,870	379,900	379,900	474,900
Total Cost									
Subtotal - Central Marina						505,372	505,400	505,400	631,800
Subtotal - Ord Community						2,931,808	2,932,100	2,932,100	3,665,300
Total Cost						3,437,180	3,437,500	3,437,500	4,297,100

Notes:

1. Booster station currently inactive and not currently planned for reinstatement.
2. 25% contingency assumed for replacement costs in estimated asset value calculation

Appendix A2: Asset Listing - Sewer Asset Detail

Excerpts from MCWD 2020 Sewer Master Plan, Akel Engineering

Table 1 Unit Costs

Sewer Master Plan Marina Coast Water District

PRELIMINARY

Pipelines ^{1,2}	
Pipe Size	Cost
(in)	(\$/lineal foot)
8	218
10	243
12	279
15	303
18	327
21	352
24	400
27	450
30	500
36	600
Lift Station ^{2,3}	
Estimated Lift Station Project Cost = $9,045*Q^2 + 293951*Q + 342,261$, where Q is in mgd	

AKEL
ENGINEERING GROUP, INC.

2/7/2019

Notes :

1. Construction costs are based on Bid Tabs Results received from District staff on October 18, 2018.
2. Construction costs estimated using June 2018 ENR CCI of 11,089.
3. Lift Station costs based on Akel Engineering Group experience on similar projects.

Table 2 Existing Pipe Replacement Cost
 Sewer Master Plan
 Marina Coast Water District

Pipe Diameter	Total Length by Diameter		System	Unit Cost (\$/LF)	Infrastructure Costs (\$)	Baseline Construction Costs (\$)	Estimated Construction Costs (\$)	Capital Improvement Cost ³ (\$)
	(ft)	(miles)						
Central Marina								
Gravity Mains								
6	17,961	3.4	Marina	135	2,416,322	2,416,400	2,416,400	3,020,500
8	116,156	22.0	Marina	218	25,354,159	25,354,200	25,354,200	31,692,800
10	10,614	2.0	Marina	243	2,574,211	2,574,300	2,574,300	3,217,900
12	7,499	1.42	Marina	279	2,091,540	2,091,600	2,091,600	2,614,500
15	3,487	0.7	Marina	303	1,057,127	1,057,200	1,057,200	1,321,500
18	2,052	0.4	Marina	327	671,856	671,900	671,900	839,900
21	1,420	0.3	Marina	352	499,369	499,400	499,400	624,300
24	234	0.04	Marina	400	93,641	93,700	93,700	117,200
30	205	0.04	Marina	500	102,545	102,600	102,600	128,300
72	440	0.1	Marina	1,200	528,000	528,000	528,000	660,000
Force Mains								
6	1,201	0.2	Marina	165	198,327	198,400	198,400	248,000
8	2,240	0.4	Marina	186	416,140	416,200	416,200	520,300
Ord Community								
Gravity Mains								
3	200	0.04	Ord	218	43,600	43,600	43,600	54,500
4	1,127	0.21	Ord	218	245,686	245,700	245,700	307,200
5	402	0.08	Ord	218	87,636	87,700	87,700	109,700
6	97,344	18.44	Ord	218	21,220,992	21,221,000	21,221,000	26,526,300
8	150,587	28.52	Ord	218	32,869,647	32,869,700	32,869,700	41,087,200
10	32,401	6.14	Ord	243	7,858,207	7,858,300	7,858,300	9,822,900
12	23,796	4.51	Ord	279	6,636,924	6,637,000	6,637,000	8,296,300
15	21,371	4.05	Ord	303	6,478,880	6,478,900	6,478,900	8,098,700
18	13,022	2.47	Ord	327	4,263,601	4,263,700	4,263,700	5,329,700
24	5,422	1.03	Ord	400	2,169,744	2,169,800	2,169,800	2,712,300
27	2,237	0.42	Ord	450	1,007,088	1,007,100	1,007,100	1,258,900
30	3,358	0.64	Ord	500	1,679,731	1,679,800	1,679,800	2,099,800
Force Mains								
4	967	0.18	Ord	165	159,555	159,600	159,600	199,500
6	7,526	1.43	Ord	165	1,242,805	1,242,900	1,242,900	1,553,700
8	4,400	0.83	Ord	186	817,417	817,500	817,500	1,021,900
10	18,887	3.58	Ord	214	4,043,999	4,044,000	4,044,000	5,055,000
Total Cost								
Subtotal - Central Marina					36,003,236	36,003,900	36,003,900	45,005,200
Subtotal - Ord Community					90,825,512	90,826,300	90,826,300	113,533,600
Total Cost					126,828,748	126,830,200	126,830,200	158,538,800

Notes:

4/14/2020

1. Unit costs for gravity pipelines less than 8" based on cost per inch-diameter of 8" pipeline
2. Pipelines smaller than 8" assumed to be replaced with 8".
3. 25% contingency assumed for replacement costs in estimated asset value calculation

Table 3 Existing Lift Station Replacement Cost
 Sewer Master Plan
 Marina Coast Water District

Lift Station Name	Location	System	Quantity	Capacity		Infrastructure Costs (\$)	Baseline Construction Costs	Estimated Construction Costs	Capital Improvement Cost	
				(mgd)	(gpm)		(\$)	(\$)	(\$)	
Central Marina										
Dunes	Dunes Drive	Marina	2	2 @ 1.00	2 @ 700	965,623	965,700	965,700	1,207,200	
San Pablo	San Pablo Ct	Marina	2	2 @ 0.29	2 @ 200	515,587	515,600	515,600	644,500	
Cosky	Cosky Drive	Marina	2	2 @ 0.31	2 @ 216	527,764	527,800	527,800	659,800	
Crescent	Crescent Street	Marina	2	2 @ 0.14	2 @ 100	425,176	425,200	425,200	531,500	
Ord Community										
Fritzche Field	Fritzche Field North	Ord	2	2 @ 0.23	2 @ 160	479,227	479,300	479,300	599,200	
Promontory	8th Street	Ord	2	2 @ 0.13	2 @ 93	419,206	419,300	419,300	524,200	
Carmel	Carmel Avenue	Ord	2	2 @ 0.37	2 @ 254	564,471	564,500	564,500	705,700	
East Garrison	Reservation Rd	Ord	2	2 @ 0.53	2 @ 370	663,630	663,700	663,700	829,700	
Ord Village	End of Beach Range Road	Ord	4	3 @ 1.38 Sump @ 0.07	3 @ 960 Sump @ 50	1,738,594	1,738,600	1,738,600	2,173,300	
Wittemeyer	North of Wittemeyer Court	Ord	2	2 @ 0.2	2 @ 140	461,145	461,200	461,200	576,500	
Booker	End of Booker Street	Ord	3	2 @ 1.09 Sump @ 0.07	2 @ 760 Sump @ 50	1,048,631	1,048,700	1,048,700	1,310,900	
Clark	Brostrum Drive at Clark Court	Ord	2	2 @ 0.37	2 @ 260	564,471	564,500	564,500	705,700	
San Pablo	San Pablo Court	Ord				342,261	342,300	342,300	427,900	
Neeson	Neeson Road/ Marina Airport	Ord	1	0.29	200	428,163	428,200	428,200	535,300	
Landrum	Landrum Court	Ord	2	2 @ 0.50	2 @ 350	644,897	644,900	644,900	806,200	
Imjin	Imjin at Abrams	Ord	2	2 @ 1.00	2 @ 700	965,623	965,700	965,700	1,207,200	
Schoonover	Schoonover at Warrelman	Ord	2	2 @ 0.68	2 @ 470	758,274	758,300	758,300	947,900	
Hatten	Hatten Road	Ord	2	2 @ 0.06	2 @ 40	377,622	377,700	377,700	472,200	
Gigling	Okinawa and Noumea Road	Ord	4	3 @ 1.26 Sump @ 0.07	3 @ 874 Sump @ 50	1,606,656	1,606,700	1,606,700	2,008,400	
Reservation	Reservation Road 1,125 ft nw/o Imjin	Ord	2	2 @ 1.02	2 @ 710	978,828	978,900	978,900	1,223,700	
Hodges	Hodges Court	Ord	2	2 @ 0.14	2 @ 95	425,176	425,200	425,200	531,500	
Total Cost										
						Subtotal - Central Marina	2,776,410	2,434,300	2,434,300	3,043,000
						Subtotal - Ord Community	12,809,137	12,467,700	12,467,700	15,585,500
						Total Cost	15,585,547	14,902,000	14,902,000	18,628,500

Appendix A3: Asset Listing - Exclusions

Data provided by Marina Coast Water District

Appendix A: Asset Listing - Exclusions
 Developer Contributed Assets - Ord Community
 As of June 30, 2019

Asset	Estimated Date Of Service	Amount	Resolution No.	Resolution Date	Bill Of Sale Execution Date	LIFE (YEARS)	Description
Ord Community - Water System Facilities							
WATER SYSTEM FACILITIES - 20,505 LF 8" & 12" MAIN/591 16" & 20" MAINS/28 LF 6" & 8" FIRE LINES/36 HYDRANTS/298 LF LATERALS/APPURTANCES	08/31/12	\$1,801,870	2012-59	09/11/12	10/02/12	80	EAST GARRISON
WATER SYSTEM FACILITIES - 3,334 LF 8" MAIN/773 12" MAIN/9 HYDRANTS/95 LATERALS/1 2" IRRIGATION LINE	07/21/17	\$565,620	2017-54	08/21/17	TO BE EXECUTED	80	DUNES RESIDENTIAL PHASE 1C2 - SHEA HOMES
WATER SYSTEM FACILITIES - 470 LF 16" MAIN/14350 LF 8" MAIN/6 HYDRANTS/APPURTANCES	07/22/15	\$418,434	2015-42	08/03/15	01/21/16	80	PROMONTORY
WATER SYSTEM FACILITIES - 660 LF 12" MAIN/1,500 LF 8" MAIN/245 LF 6" MAIN/6 HYDRANTS	06/10/14	\$284,975	2014-28	07/07/14	12/01/14	80	UNIVERSITY VILLAGE APARTMENTS
WATER SYSTEM FACILITIES - 800 LF 8" PVC MAIN/LATERALS/VALVLES/HYDRANTS/PRV	03/23/11	\$103,000	2011-66	09/13/11	09/14/11	80	CHOMP MARINA CAMPUS
WATER SYSTEM FACILITIES - EAST GARRISON PHASE 2	01/20/16	\$1,808,090	2016-05	02/01/16	02/17/16	80	EAST GARRISON PHASE 2
WATER SYSTEM FACILITIES - EAST GARRISON PHASE 3	09/07/18	\$962,680	2018-53	09/17/18	TO BE EXECUTED	80	EAST GARRISON PHASE 3
WATER SYSTEM FACILITIES - PIPES/HYDRANTS/BLOW OFFS/MAINS/VALVES/APPURTANCES	06/21/05	\$994,037	2006-30	04/26/06	07/11/06	80	SEASIDE HIGHLANDS
WATER SYSTEM FACILITIES -1,649 LF 8" MAIN/730 LF 12" MAIN/9 HYDRANTS/1 4" VAULT SERVICE LINE/1 4" SERVICE LINE/2 2" IRRIGATION LINES/APPURTANCES	08/01/07	\$233,226	2016-17	03/21/16	04/13/16	80	DUNES RESIDENTIAL PHASE 1C1 - MCP
WATER SYSTEM FACILITIES -2,800 LF 8" PVC MAIN/12 8" VALVES/3 BLOW OFF VALVES/1 PRV/1 ARV/8 FIRE HYDRANTS WITH VALVES	08/01/07	\$893,813	2016-04	01/11/16	02/17/16	80	DUNES ON MONTEREY BAY PHASE 1A
WATER SYSTEM FACILITIES -2,800 LF 8" PVC MAIN/12 8" VALVES/3 BLOW OFF VALVES/1 PRV/1 ARV/8 FIRE HYDRANTS WITH VALVES	08/01/07	\$105,478	2017-24	04/17/17	04/28/17	80	DUNES ON MONTEREY BAY PHASE 1A - TARGET
WATER SYSTEM FACILITIES -2,800 LF 8" PVC MAIN/12 8" VALVES/3 BLOW OFF VALVES/1 PRV/1 ARV/8 FIRE HYDRANTS WITH VALVES	10/10/08	\$367,770	2008-45	10/14/08	01/21/16	80	SEASIDE RESORT ESTATES PHASE 1A
WATER SYSTEM FACILITIES -3,776 LF 8" MAIN/12 HYDRANTS/LATERALS/APPURTANCES	01/31/16	\$629,516	2016-17	03/21/16	04/13/16	80	DUNES RESIDENTIAL PHASE 1C1 - SHEA HOMES
WATER SYSTEM FACILITIES -PIPELINES/VALVES/FIRE HYDRANTS/APPURTANCES	08/21/07	\$696,425	2007-73	10/10/07	12/18/07	80	MARINA HEIGHTS PHASE 2
RECYCLED WATER FACILITIES - 1,252 8" MAIN/3 2" SERVICE LINES/APPURTANCES	07/21/17	\$97,560	2017-54	08/21/17	TO BE EXECUTED	80	DUNES RESIDENTIAL PHASE 1C2 - SHEA HOMES
RECYCLED WATER FACILITIES - 400 LF 4" RECLAIMED WATER MAIN/APPURTANCES	07/22/15	\$21,500	2015-42	08/03/15	01/21/16	80	PROMONTORY
RECYCLED WATER FACILITIES - 560 LF 4" RECLAIMED WATER MAIN	06/10/14	\$13,320	2014-28	07/07/14	12/01/14	100	UNIVERSITY VILLAGE APARTMENTS
RECYCLED WATER FACILITIES - 6,580 LF PIPE/2 8" BACKFLOW DEVICES/20 IRRIGATION LATERALS	08/31/12	\$386,380	2012-59	09/11/12	10/02/12	80	EAST GARRISON
RECYCLED WATER FACILITIES - EAST GARRISON PHASE 2	01/20/16	\$113,821	2016-05	02/01/16	02/17/16	80	EAST GARRISON PHASE 2
RECYCLED WATER FACILITIES - EAST GARRISON PHASE 3	09/07/18	\$39,232	2018-53	09/17/18	TO BE EXECUTED	80	EAST GARRISON PHASE 3
RECYCLED WATER FACILITIES - IRRIGATION WATER PIPES/MAINS/VALVES/APPURTANCES	06/21/05	\$145,070	2006-30	04/26/06	07/11/06	80	SEASIDE HIGHLANDS
RECYCLED WATER FACILITIES - 171 LF 4" LATERALS/VALVES	03/23/11	\$22,000	2011-66	09/13/11	09/14/11	80	CHOMP MARINA CAMPUS
RECYCLED WATER FACILITIES - 2,508 LF 4" LATERAL/5 4" VALVES/1 ARV/1 RP BFP	08/01/07	\$236,187	2016-04	01/11/16	02/17/16	80	DUNES ON MONTEREY BAY PHASE 1A
RECYCLED WATER FACILITIES - 2,508 LF 4" LATERAL/5 4" VALVES/1 ARV/1 RP BFP	10/10/08	\$136,302	2008-45	10/14/08	01/21/16	80	SEASIDE RESORT ESTATES PHASE 1A
RECYCLED WATER FACILITIES - 558 LF 4" MAIN/2 2" IRRIGATION LINES/APPURTANCES	08/01/07	\$20,624	2016-17	03/21/16	04/13/16	80	DUNES RESIDENTIAL PHASE 1C1 - MCP
RECYCLED WATER FACILITIES - LATERAL/ VALVES/APPURTANCES	08/21/07	\$24,000	2007-73	10/10/07	12/18/07	80	MARINA HEIGHTS PHASE 2
Water System Facility Total		\$11,120,930					
Ord Community - Sewer System Facilities							
SEWER SYSTEM FACILITIES - 1,164 LF 8" MAIN/279 15" MAIN/11 MANHOLES/APPURTANCES	08/01/07	\$140,187	2016-17	03/21/16	04/13/16	80	DUNES RESIDENTIAL PHASE 1C1 - MCP
SEWER SYSTEM FACILITIES - 1,164 LF 8" MAIN/279 15" MAIN/11 MANHOLES/APPURTANCES	01/31/16	\$546,393	2016-17	03/21/16	04/13/16	60	DUNES RESIDENTIAL PHASE 1C1 - SHEA HOMES
SEWER SYSTEM FACILITIES - 18,705 LF SEWER MAINS/102 MANHOLES/415 LF LATERALS	08/31/12	\$1,631,830	2012-59	09/11/12	10/02/12	60	EAST GARRISON
SEWER SYSTEM FACILITIES - 2,448 LF 8" PVC MAIN/19 MANHOLES/1 CLEAN OUT	08/01/07	\$1,991,000	2016-04	01/11/16	02/17/16	60	DUNES ON MONTEREY BAY PHASE 1A
SEWER SYSTEM FACILITIES - 2,448 LF 8" PVC MAIN/19 MANHOLES/1 CLEAN OUT	08/01/07	\$151,344	2017-24	04/17/17	04/28/17	60	DUNES ON MONTEREY BAY PHASE 1A - TARGET
SEWER SYSTEM FACILITIES - 2,448 LF 8" PVC MAIN/19 MANHOLES/1 CLEAN OUT	10/10/08	\$699,738	2008-45	10/14/08	01/21/16	60	SEASIDE RESORT ESTATES PHASE 1A
SEWER SYSTEM FACILITIES - 2,655 LF 8" MAIN/437 15" MAIN/20 MANHOLES/71 LATERALS/APPURTANCES	07/21/17	\$356,740	2017-54	08/21/17	TO BE EXECUTED	60	DUNES RESIDENTIAL PHASE 1C2 - SHEA HOMES
SEWER SYSTEM FACILITIES - 340 LF 8" PVC MAIN/210 LF 6" PVC MAIN/MANHOLES/LATERALS	03/23/11	\$52,000	2011-66	09/13/11	09/14/11	60	CHOMP MARINA CAMPUS
SEWER SYSTEM FACILITIES - 425 LF 8" MAIN/500 LF LATERALS/4 MANHOLES	06/10/14	\$82,040	2014-28	07/07/14	12/01/14	60	UNIVERSITY VILLAGE APARTMENTS
SEWER SYSTEM FACILITIES - 680 LF 8" MAIN/800 LF SMALLER FORCE MAIN/SEWER PUMP STATION/5 MANHOLES	07/22/15	\$591,441	2015-42	08/03/15	01/21/16	50	PROMONTORY
SEWER SYSTEM FACILITIES - EAST GARRISON PHASE 2	01/20/16	\$724,727	2016-05	02/01/16	02/17/16	60	EAST GARRISON PHASE 2
SEWER SYSTEM FACILITIES - EAST GARRISON PHASE 3	09/07/18	\$427,964	2018-53	09/17/18	TO BE EXECUTED	60	EAST GARRISON PHASE 3
SEWER SYSTEM FACILITIES - MAINS/MANHOLES/LATERALS/APPURTANCES	08/21/07	\$813,650	2007-73	10/10/07	12/18/07	60	MARINA HEIGHTS PHASE 2
SEWER SYSTEM FACILITIES - PIPES/MAINS/MANHOLES/APPURTANCES	06/21/05	\$761,431	2006-30	04/26/06	07/11/06	60	SEASIDE HIGHLANDS
Sewer System Facility Total		\$8,970,485					
Developer Contributed Asset Total		\$20,091,415					

Appendix A: Asset Listing - Central Marina Water and Sewer Exclusions

Description	Reason for Exclusion	Length (LF)	Cost (\$/LF)¹	Replacement Value
Central Marina Water				
Well 12	Inactive			\$3,770,000
Pipelines (by length)				
8"	Replaced in CIP	1,725	\$178	\$306,200
12"	Replaced in CIP	613	\$266	\$163,200
16"	Replaced in CIP	1,860	\$320	\$595,200
Marina Water Total				\$4,834,600
Central Marina Sewer				
Dunes Lift Station	Replaced in CIP			\$1,207,200
Crescent Lift Station	Replaced in CIP			\$531,500
Pipelines (by length)				
8"	Replaced in CIP	203	\$272	\$55,300
Marina Sewer Total				\$1,794,000

1 - Includes 25% contingency

Appendix A: Asset Listing Exclusions
Grant Funding for Existing Assets

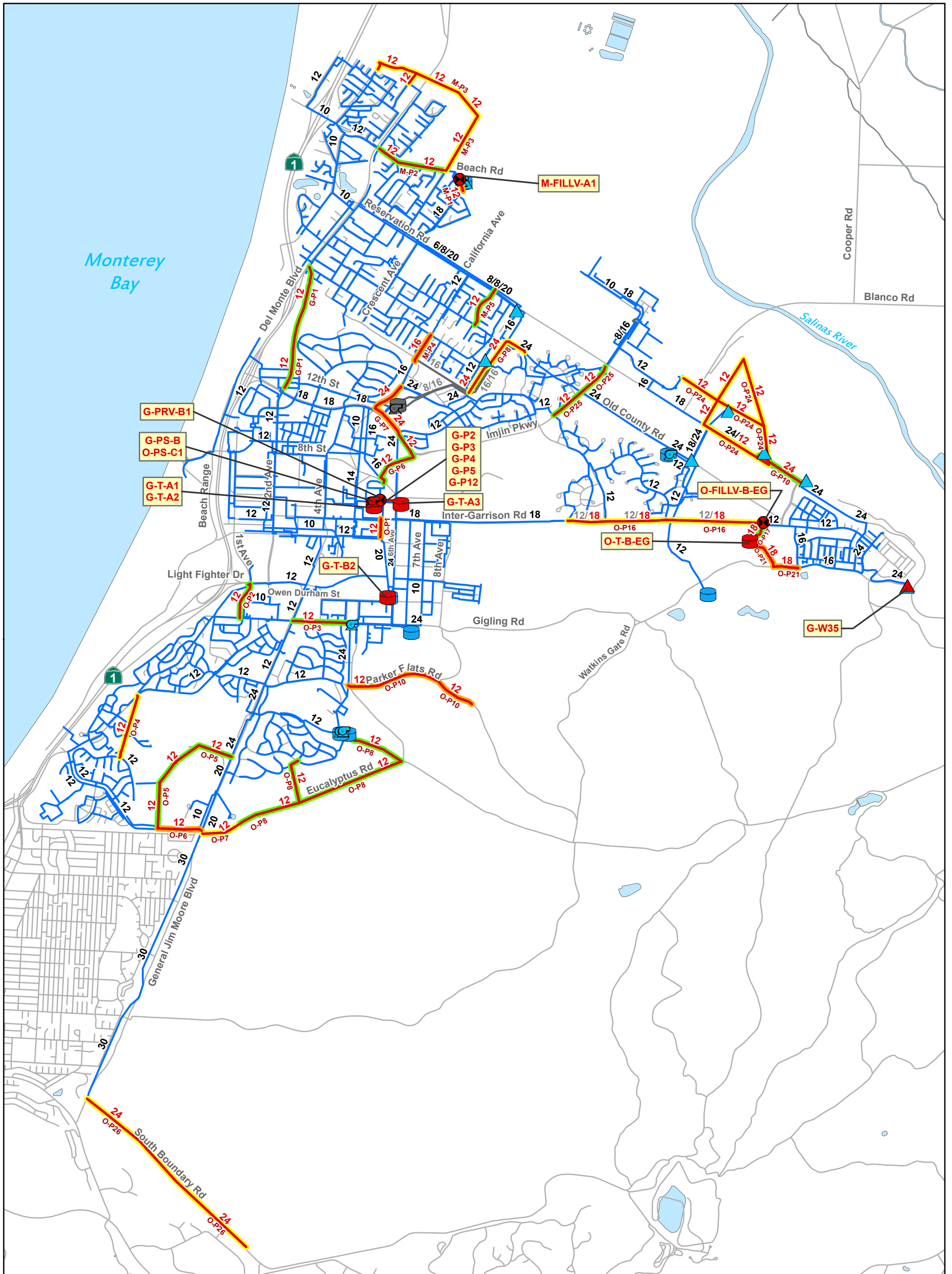
Asset Category	Grant Amount	Description	Year Issued
Ord Community			
Gate and Pressure Reducing Valves	\$959,029	Prop 13	2003
Well 34 / Seawater Intrusion	\$2,330,000	Prop 50	2008
Total Grant Funding	\$3,289,029		

Appendix B: Capital Improvement Plan

1. Costs
2. Exclusions

Appendix B1: Capital Improvement Plan - Costs

Excerpts from MCWD 2020 Master Plans, Akel Engineering



Legend

- Future Improvements**
- Tanks
 - Wells
 - Boosters
 - Valves
 - Pipes

- Future to be Abandoned**
- Tank
 - Booster
 - Pipes

- Existing Modeled System**
- Tanks
 - Wells
 - Boosters
 - Pipes

PRELIMINARY

- Streets
- Rivers/Streams
- Waterbodies

Note: Existing PRVs not shown.

Figure 8.2
Intermediate-Term
Improvements
 Water Master Plan
 Marina Coast Water District



Table 8.3 Intermediate-Term Capital Improvement Program

Water Master Plan
Marina Coast Water District

PRELIMINARY

Improv. No.	Improv. Type	Pressure Zone	Alignment	Limits	Improvement Details				Infrastructure Costs		Baseline Construction Cost (\$)	Estimated Construction Cost ¹ (\$)	Capital Improvement Cost ^{2,3,4} (\$)	Construction Trigger	Suggested Cost Allocation		Cost Sharing	
									Unit Cost (\$/unit)	Infr. Cost (\$)					Existing Users	Future Users	Existing Users (\$)	Future Users (\$)
Central Marina Water System																		
Pipeline Improvements																		
					Existing Diameter (in)	New/Parallel/Replace	Diameter (in)	Length (ft)										
M-P1	Reliability	Zone A	ROW	From existing Reservoir 2 Site to Crescent Ave	-	New	12	425	213	90,525	91,000	136,000	170,000	Operational Improvement	100%	0%	170,000	0
M-P2	Reliability	Zone A	Beach Rd	From De Forest Rd to Del Monte Blvd	8	Parallel	12	2,725	213	580,425	581,000	863,000	1,079,000	Operational Improvement	100%	0%	1,079,000	0
M-P3	Development	Zone A	Armstrong Ranch	Future Armstrong Ranch Development	-	New	12	7,575	213	1,613,475	1,614,000	2,397,000	2,997,000	With Development	0%	100%	0	2,997,000
M-P4	Capacity	Zone A	California Ave	From approximately 500' n/o 3rd Ave to Reindollar Ave	12	Replace	16	1,225	256	313,600	314,000	467,000	584,000	Prior to Sank Tank Demolition	50%	50%	292,000	292,000
M-P5	Development	Zone B	Lynscott Dr	From Carmel Ave to Reservation Rd	8	Replace	12	1,725	213	367,425	368,000	547,000	684,000	With Development	0%	100%	0	684,000
Subtotal - City of Marina Pipeline Improvements									2,965,450	2,968,000	4,410,000	5,514,000				1,541,000	3,973,000	
Valve Improvements																		
					New/Replace	Size (in)												
M-FILLV-A1	Operational	Zone A	Existing Reservoir 2 Site		New	8				73,000	73,000	109,000	137,000	With M-P1	100%	0%	137,000	0
Subtotal - City of Marina Valve Improvements									73,000	73,000	109,000	137,000				137,000	0	
Total Central Marina Improvement Costs																		
																	1,541,000	3,973,000
																	137,000	0
Total - Central Marina Improvements									3,038,450	3,041,000	4,519,000	5,651,000				1,678,000	3,973,000	
Ord Community Water System																		
Pipeline Improvements																		
					Existing Diameter (in)	New/Parallel/Replace	Diameter (in)	Length (ft)										
O-P1	Fire Flow	Zone C	5th St	From 3rd Rd to 1st St	8	Replace	12	750	213	159,750	160,000	238,000	298,000	Existing Deficiency	100%	0%	298,000	0
O-P2	Reliability	Zone B	First Ave	From Lightfighter Dr to Gigling Ave	-	New	12	1,500	213	319,500	320,000	476,000	595,000	Operational Improvement	50%	50%	297,500	297,500
O-P3	Condition	Zone C	Gigling Rd	From General Jim Moore Blvd to Zone D Pump Station	12	Replace	12	2,300	213	489,900	490,000	728,000	910,000	Existing Deficiency	100%	0%	910,000	0
O-P4	Fire Flow	Zone B	Existing ROW	From Monterey Rd to Leinbach Ave	8	Replace	12	2,425	213	516,525	517,000	768,000	960,000	Existing Deficiency	100%	0%	960,000	0
O-P5	Development	Zone D	McClure Rd and ROW	From the intersection of General Jim Moore Blvd and McClure Rd to Coe Ave	-	New	12	5,325	213	1,134,225	1,135,000	1,686,000	2,108,000	With Development	0%	100%	0	2,108,000
O-P6	Capacity	Zone D	Coe Ave	From General Jim Moore Blvd to approx. 1,700' w/o General Jim Moore Blvd	8	Replace	12	1,725	213	367,425	368,000	547,000	684,000	With Development	50%	50%	342,000	342,000
O-P7	Development	Zone D	Eucalyptus Rd	From General Jim Moore Blvd to approx. 1,500' e/o General Jim More Blvd	-	New	12	1,350	213	287,550	288,000	428,000	535,000	With Development	0%	100%	0	535,000
O-P8	Development	Zone E	Eucalyptus Rd and Future ROW	Future Commercial Development, along and n/o Eucalyptus Rd	-	New	12	10,900	213	2,321,700	2,322,000	3,449,000	4,312,000	With Development	0%	100%	0	4,312,000
O-P10	Development	Zone D	Parker Flats Cutoff Rd and Eucalyptus Rd	From Normandy Rd to Future ROW	-	New	12	5,130	213	1,092,690	1,093,000	1,624,000	2,030,000	With Development	0%	100%	0	2,030,000
O-P16	Development	Zone C	Inter-Garrison Rd, Future ROW	From approx. 1,400' w/o Abrams Dr to future Reservoir B-EG Fill Valve (O-FILLV-B-EG)	12	Replace	18	7,500	276	2,070,000	2,070,000	3,074,000	3,843,000	With Development	0%	100%	0	3,843,000
O-P17	Development	Zone C	Future ROW	From Inter-Garrison Rd to future Reservoir B-EG (O-T-G-EG)	-	New	18	1,100	276	303,600	304,000	452,000	565,000	With Development	0%	100%	0	565,000
O-P21	Development	Zone B-EG	Watkins Gate Rd	From future B-EG reservoir (O-T-B-EG) to Watkins Gate Rd	-	New	18	2,375	276	655,500	656,000	975,000	1,219,000	With Development	0%	100%	0	1,219,000

Table 8.3 Intermediate-Term Capital Improvement Program

Water Master Plan
Marina Coast Water District

PRELIMINARY

Improv. No.	Improv. Type	Pressure Zone	Alignment	Limits	Improvement Details				Infrastructure Costs		Baseline Construction Cost (\$)	Estimated Construction Cost ¹ (\$)	Capital Improvement Cost ^{2,3,4} (\$)	Construction Trigger	Suggested Cost Allocation		Cost Sharing	
									Unit Cost (\$/unit)	Infr. Cost (\$)					Existing Users	Future Users	Existing Users (\$)	Future Users (\$)
O-P24	Capacity	Zone B	Planned Mixed Use Development	N/o Reservation Rd and e/o Blanco Rd	-	New	12	13,525	213	2,880,825	2,881,000	4,279,000	5,349,000	With Development	0%	100%	0	5,349,000
O-P25	Reliability	Zone B	Imjin Rd, Neeson Rd	From Reservation Rd to approx. 700' ne/o Abrams Dr	-	New	12	2,725	213	580,425	581,000	863,000	1,079,000	With Development	0%	100%	0	1,079,000
O-P26	Development	Zone D	South Boundary Rd	From General Jim Blvd to approx. 8,300' se/o South Boundary Rd	-	New	24	8,275	346	2,863,150	2,864,000	4,254,000	5,318,000	With Development	0%	100%	0	5,318,000
Subtotal - Fort Ord Pipeline Improvements									16,042,765	16,049,000	23,841,000	29,805,000				2,807,500	26,997,500	
Tank Improvements					New/Replace	Capacity (MG)												
O-T-B-EG	New Capacity	Zone B-EG	Existing Travel Camp tank site, s/o Inter-Garrison Rd approximately 1,700' w/o Camp St		New	0.80		2.92	2,336,000	2,336,000	3,469,000	4,337,000	Operational Improvement	20%	80%	867,400	3,469,600	
O-T-SAND	Condition	Zone A	Existing Sand Tank Facility					-	-	-	-	552,000	After G-T-A1 Construction	100%	0%	552,000	0	
Subtotal - Fort Ord Tank Improvements									2,336,000	2,336,000	3,469,000	4,889,000				1,419,400	3,469,600	
Pump Station Improvements					New/Upgrade/Replace	Total Capacity (gpm)												
O-PS-C1	New Capacity	Zone C	Planned A1/A2 tank site, nw/o the intersection of Inter-Garrison Rd and 6th Avenue		New	8,000		86	690,117	691,000	1,027,000	1,284,000	With G-T-A1	65%	35%	834,600	449,400	
Subtotal - Fort Ord Pump Station Improvements									690,117	691,000	1,027,000	1,284,000				834,600	449,400	
Valve Improvements					New/Replace	Size (in)												
O-FILLV-B-EG	Supply Capacity	Zone B-EG	Inter-Garrison Road		New	8			73,000	73,000	109,000	137,000	With O-T-B-EG	20%	80%	27,400	109,600	
Subtotal - Fort Ord Valve Improvements									73,000	73,000	109,000	137,000				27,400	109,600	
Total Ord Community Improvement Costs																		
Pipeline Improvements									16,042,765	16,049,000	23,841,000	29,805,000				2,807,500	26,997,500	
Tank Improvements									2,336,000	2,336,000	3,469,000	4,889,000				1,419,400	3,469,600	
Pump Station Improvements									690,117	691,000	1,027,000	1,284,000				834,600	449,400	
Valve Improvements									73,000	73,000	109,000	137,000				27,400	109,600	
Total - Fort Ord Improvements									19,141,882	19,149,000	28,446,000	36,115,000				5,088,900	31,026,100	

Table 8.3 Intermediate-Term Capital Improvement Program

Water Master Plan
Marina Coast Water District

PRELIMINARY

Improv. No.	Improv. Type	Pressure Zone	Alignment	Limits	Improvement Details				Infrastructure Costs		Baseline Construction Cost (\$)	Estimated Construction Cost ¹ (\$)	Capital Improvement Cost ^{2,3,4} (\$)	Construction Trigger	Suggested Cost Allocation		Cost Sharing	
									Unit Cost (\$/unit)	Infr. Cost (\$)					Existing Users	Future Users	Existing Users (\$)	Future Users (\$)
Combined Water System (General)																		
Pipeline Improvements																		
					Existing Diameter (in)	New/Parallel/Replace	Diameter (in)	Length (ft)										
G-P1	Reliability	Zone A	Future 2nd Ave Extension	From Imjin Rd to Reindollar Ave	-	New	12	4,775	213	1,017,075	1,018,000	1,512,000	1,890,000	With Development	100%	0%	1,890,000	0
G-P2	Capacity	Zone B	Planned Zone A Tank Site	From future PS-B to existing Zone B transmission main.	-	New	16	425	256	108,800	109,000	162,000	203,000	With G-PS-B	46%	54%	93,380	109,620
G-P3	Capacity	Zone C	Planned Zone A Tank Site	From future PS-C to existing Zone C transmission main.	-	New	18	925	276	255,300	256,000	381,000	477,000	With O-PS-C	65%	35%	310,050	166,950
G-P4	Capacity	Zone A	Planned Zone A Tank Site	From future Zone A tanks to future Zone A (existing Zone C) transmission main.	-	New	24	850	346	294,100	295,000	439,000	549,000	With G-T-A1	100%	0%	549,000	0
G-P5	Capacity	Zone A	Planned Zone A Tank Site	From future Zone A tanks to future Zone B and C Pump Station Building	-	New	20, 30	275	316, 383	89,850	90,000	134,000	168,000	With G-T-A2	39%	61%	65,520	102,480
G-P6	Reliability	Zone B	Imjin Road and Imjim Parkway	From the 8th St Cut-off to Abrams Dr	-	New	12	2,950	213	628,350	629,000	935,000	1,169,000	With G-T-A2	100%	0%	1,169,000	0
G-P7	Capacity	Zone A	Imjin Parkway	From Abrams Dr to Marina Heights Dr	-	New	24	2,550	346	882,300	883,000	1,312,000	1,640,000	With G-T-A1	0%	100%	0	1,640,000
G-P8	Capacity	Zone A	Marina Heights Development	From California Dr to approximately 600' n/o MacArthur Dr	-	New	24	3,300	346	1,141,800	1,142,000	1,696,000	2,120,000	With G-T-A1	0%	100%	0	2,120,000
G-P10	Capacity	Zone A	Reservation Rd	From existing Well 34 discharge to existing Well 31 discharge	16	Replace	24	2,000	346	692,000	692,000	1,028,000	1,285,000	With G-W35	0%	100%	0	1,285,000
G-P12	Capacity	Zone A	ROW, 3rd Ave	From future T-A3 to 6th Ave	-	New	20	300	316	94,800	95,000	142,000	178,000	With G-T-A3	0%	100%	0	178,000
									Subtotal - Combined Pipeline Improvements		5,204,375	5,209,000	7,741,000	9,679,000			4,076,950	5,602,050
Tank Improvements																		
					New/Replace	Capacity (MG)												
G-T-A1	Capacity	Zone A	Nw/o the intersection of Inter-Garrison Rd and 6th Avenue		Replace	1.60			2.33	3,728,000	3,728,000	5,537,000	7,475,000	Existing Deficiency	100%	0%	7,475,000	0
G-T-A2	Capacity	Zone A	Nw/o the intersection of Inter-Garrison Rd and 6th Avenue		Replace	1.60			2.33	3,728,000	3,728,000	5,537,000	7,475,000	Existing + Future Improvement	39%	61%	2,915,250	4,559,750
G-T-A3	Capacity	Zone A	Approx. 500' ne/o the intersection of 6th Ave and Intergarrison Rd		New	1.50			2.33	3,495,000	3,495,000	5,191,000	7,008,000	Approx. 2,600 EDUs	0%	100%	0	7,008,000
G-T-B2	Capacity	Zone B	Existing B1 Tank site		New	2.20			2.33	5,126,000	5,126,000	7,613,000	9,517,000	Existing + Future Improvement	18%	82%	1,713,060	7,803,940
									Subtotal - Combined Tank Improvements		16,077,000	16,077,000	23,878,000	31,475,000			12,103,310	19,371,690
Pump Station Improvements																		
					New/Upgrade/Replace	Total Capacity (gpm)												
G-PS-B	Capacity	Zone B	Planned A1/A2 tank site, nw/o the intersection of Inter-Garrison Rd and 6th Avenue		New	5,400			112	604,148	605,000	899,000	1,124,000	Prior to PS-B Demolition	46%	54%	517,040	606,960
									Subtotal - Combined Pump Station Improvements		604,148	605,000	899,000	1,124,000			517,040	606,960
Supply Improvements																		
					New/Replace	Total Capacity (gpm)												
G-W35	Capacity	Zone A	Existing Well 35 site		Replace Pump				55,000	55,000	55,000	82,000	103,000	With G-W1	0%	100%	0	103,000
G-W1	Quality	Zone A	Existing Well 30, 31, 34, 35		Wellhead Treatment				-	-	-	-	2,801,000	Operational Improvement	100%	0%	2,801,000	0
									Subtotal - Combined Supply Improvements		55,000	55,000	82,000	2,904,000			2,801,000	103,000

Table 8.4 Intermediate-Term General System Improvement Cost Responsibility
Water Master Plan
Marina Coast Water District

PRELIMINARY

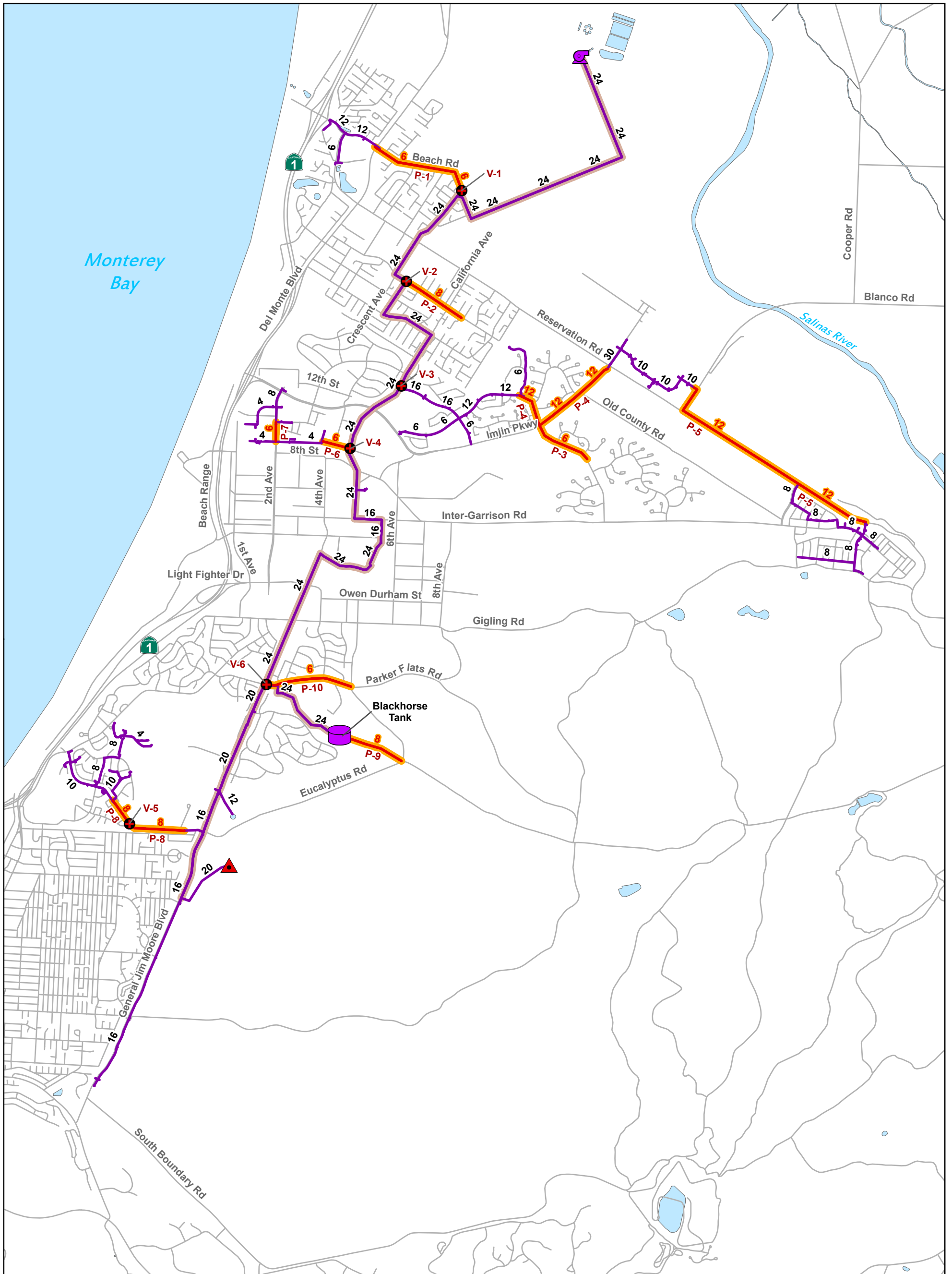
Improv. No.	CIP Cost ¹	Suggested Cost Allocation		Cost Responsibility ¹				Total
		Existing	Future	Central Marina		Ord Community		
				Existing	Future	Existing	Future	
Pipeline Improvements								
G-P1	\$1,890,000	100%	0%	97%	0%	3%	0%	100%
G-P2	\$203,000	46%	54%	9%	5%	37%	49%	100%
G-P3	\$477,000	65%	35%	13%	3%	52%	32%	100%
G-P4	\$549,000	100%	0%	97%	0%	3%	0%	100%
G-P5	\$168,000	39%	61%	38%	57%	1%	4%	100%
G-P6	\$1,169,000	100%	0%	20%	0%	80%	0%	100%
G-P7	\$1,640,000	0%	100%	0%	93%	0%	7%	100%
G-P8	\$2,120,000	0%	100%	0%	93%	0%	7%	100%
G-P10	\$1,285,000	0%	100%	0%	93%	0%	7%	100%
G-P12	\$178,000	0%	100%	0%	93%	0%	7%	100%
Tank Improvements								
G-T-A1	\$7,475,000	100%	0%	97%	0%	3%	0%	100%
G-T-A2	\$7,475,000	39%	61%	38%	57%	1%	4%	100%
G-T-A3	\$7,008,000	0%	100%	0%	93%	0%	7%	100%
G-T-B2	\$9,517,000	18%	82%	4%	7%	14%	75%	100%
Pump Station Improvements								
G-PS-B	\$1,124,000	46%	54%	9%	5%	37%	49%	100%
Valve Improvements								
G-PRV-B1	\$137,000	75%	25%	73%	23%	2%	2%	100%
Miscellaneous Improvements³								
G-WD1	\$465,000	100%	0%	37%	0%	63%	0%	100%
Supply Improvements³								
G-W35	\$103,000	0%	100%	0%	37%	0%	63%	100%
G-W1	\$2,801,000	100%	0%	37%	0%	63%	0%	100%

Notes:

1. CIP Cost includes master planning contingencies of 48.5% (Construction) and 25% (Capital Improvement)
2. Unless noted otherwise, cost responsibility for Central Marina and Ord Community cost centers based on existing and future demands within the pressure zone served by each improvement.
3. Cost responsibility for Central Marina and Ord Community cost centers based on 5-year Improvement data received from District staff December 18, 2017.

Intermediate Term Water CIP - Combined

Project	Cost Total	Marina	Marina	Ord	Ord	% Total
		Existing	Future	Existing	Future	
G-P1	\$1,890,000	97%	0%	3%	0%	100%
G-P2	\$203,000	9%	5%	37%	49%	100%
G-P3	\$477,000	13%	3%	52%	32%	100%
G-P4	\$549,000	97%	0%	3%	0%	100%
G-P5	\$168,000	38%	57%	1%	4%	100%
G-P6	\$1,169,000	20%	0%	80%	0%	100%
G-P7	\$1,640,000	0%	93%	0%	7%	100%
G-P8	\$2,120,000	0%	93%	0%	7%	100%
G-P10	\$1,285,000	0%	93%	0%	7%	100%
G-P12	\$178,000	0%	93%	0%	7%	100%
Pipeline Improvements		\$2,743,750	\$4,977,610	\$1,333,200	\$624,440	
G-T-A1	\$7,475,000	97%	0%	3%	0%	100%
G-T-A2	\$7,475,000	38%	57%	1%	4%	100%
G-T-A3	\$7,008,000	0%	93%	0%	7%	100%
G-T-A4	\$9,517,000	4%	7%	14%	75%	100%
Tank Improvements		\$10,471,930	\$11,444,380	\$1,631,380	\$7,927,310	
G-PS-B	\$1,124,000	9%	5%	37%	49%	100%
Pump Station Improvements		\$101,160	\$56,200	\$415,880	\$550,760	
G-PRV-B1	\$137,000	37%	0%	63%	0%	100%
Valve Impr	\$137,000	\$50,690	\$0	\$86,310	\$0	
G-WD1	\$465,000	37%	0%	63%	0%	100%
Misc Improvements						
G-W35	\$103,000	0%	37%	0%	63%	100%
G-W1	\$2,801,000	37%	0%	63%	0%	100%
Supply Improvements		\$1,036,370	\$38,110	\$1,764,630	\$64,890	
Total	\$45,319,000	\$14,403,900	\$16,516,300	\$5,231,400	\$9,167,400	



Legend

- | | | | |
|---------------------------------------|----------------------------|--------------------------------|----------------|
| Planned Groundwater Recharge Location | Future Improvements | Existing Modeled System | Streets |
| Valves | Distribution Pipelines | Tank | Rivers/Streams |
| | | AWTF Pump Station | Waterbodies |
| | | Pipes | |
| | | PWM Transmission Main | |

PRELIMINARY

Figure 8.1
Capital Improvement Program
 Recycled Water Master Plan
 Marina Coast Water District



Table 8.2 Capital Improvement Program
 Recycled Water Master Plan
 Marina Coast Water District

PRELIMINARY

Improv. No.	Improv. Type	Alignment	Limits	Improvement Details				Infrastructure Costs		Baseline Construction Cost (\$)	Estimated Construction Cost ¹ (\$)	Capital Improvement Cost ² (\$)	Suggested Cost Allocation				Cost Sharing	
								Unit Cost (\$/unit)	Infr. Cost (\$)				Existing Users	Future Users	Central Marina	Fort Ord Community	Central Marina	Fort Ord Community
Distribution Facilities³																		
Distribution Pipeline Improvements⁴				Existing Diameter (in)	New/Parallel/Replace	Diameter (in)	Length (ft)											
P-1	Pipeline	Beach Rd	From Del Monte to Crescent Ave	-	New	6	4,000	107	428,000	428,000	635,580	732,428	0%	100%	100%	0%	732,428	0
P-2	Pipeline	Carmel Ave	From Vaughn Ave to Crumpton Ln	-	New	8	2,500	142	355,000	355,000	527,175	607,505	0%	100%	100%	0%	607,505	0
P-3	Pipeline	Abrams Dr	From Imjin Rd to Bunker Hill Dr	-	New	6	2,300	107	246,100	246,100	365,459	421,146	0%	100%	0%	100%	0	421,146
P-4	Pipeline	Abrams Rd, Imjin Rd	From MacArthur Dr to Reservation Rd	-	New	12	4,875	213	1,038,375	1,038,375	1,541,987	1,776,952	0%	100%	0%	100%	0	1,776,952
P-5	Pipeline	Reservation Road	From Blanco Rd to East Garrison	-	New	12	9,100	213	1,938,300	1,938,300	2,878,376	3,316,976	0%	100%	0%	100%	0	3,316,976
P-6	Pipeline	9th St	From Sea Glass Ave to 5th Ave	-	New	6	1,050	107	112,350	112,350	166,840	192,262	0%	100%	0%	100%	0	192,262
P-7	Pipeline	2nd Ave	From 10th St to 9th St	-	New	6	750	107	80,250	80,250	119,171	137,330	0%	100%	0%	100%	0	137,330
P-8	Pipeline	Coe Ave	From Pacific Crest Dr to Paralta Ave	-	New	8	1,500	142	213,000	213,000	316,305	364,503	0%	100%	0%	100%	0	364,503
P-9	Pipeline	Normandy Rd	From Blackhorse Reservoir to Eucalyptus Rd	-	New	8	2,350	142	333,700	333,700	495,545	571,055	0%	100%	0%	100%	0	571,055
P-10	Pipeline	Normandy Rd	From General Jim Moore Blvd to Parker Flats Rd	-	New	6	2,350	107	251,450	251,450	373,403	430,302	0%	100%	0%	100%	0	430,302
Subtotal - Distribution System Improvements								4,996,525	4,996,525	7,419,840	8,550,459					1,339,933	7,210,526	
Pressure Reducing Valve Improvements				New/Replace	Size (in)													
PRV-1	PRV	Intersection of Beach Rd and Crescent Ave		New	4				73,000	73,000	108,405	124,924	0%	100%	100%	0%	124,924	0
PRV-2	PRV	Intersection of Carmel Ave and Vaughn Ave		New	4				73,000	73,000	108,405	124,924	0%	100%	100%	0%	124,924	0
PRV-3	PRV	California Ave s/o 3rd Ave		New	6				73,000	73,000	108,405	124,924	0%	100%	0%	100%	0	124,924
PRV-4	PRV	Intersection of 9th St and 5th Ave		New	4				73,000	73,000	108,405	124,924	0%	100%	0%	100%	0	124,924
PRV-5	PRV	Intersection of Coe Ave and Buttercup Blvd		New	4				73,000	73,000	108,405	124,924	0%	100%	0%	100%	0	124,924
PRV-6	PRV	Intersection of General Jim Moore Blvd and Normandy Rd		New	4				73,000	73,000	108,405	124,924	0%	100%	0%	100%	0	124,924
Subtotal - Pressure Reducing Valve Improvements								438,000	438,000	650,430	749,541				249,847	499,694		
Subtotal - Distribution Facilities								5,434,525	5,434,525	8,070,270	9,300,000				1,589,780	7,710,220		

Table 8.2 Capital Improvement Program
 Recycled Water Master Plan
 Marina Coast Water District

PRELIMINARY

Improv. No.	Improv. Type	Alignment	Limits	Improvement Details		Infrastructure Costs		Baseline Construction Cost (\$)	Estimated Construction Cost ¹ (\$)	Capital Improvement Cost ² (\$)	Suggested Cost Allocation				Cost Sharing		
						Unit Cost (\$/unit)	Infr. Cost (\$)				Existing Users	Future Users	Central Marina	Fort Ord Community	Central Marina	Fort Ord Community	
Transmission Facilities^{5,6}				New/Replace	Pipe Length (ft)												
TM-1	Pipeline	Various	From AWTF Pump Station to Blackhorse Reservoir	New 24" Pipeline		-	-	-	-	-							
Blackhorse Tank	Tank	Existing Water System Tank D-1 Site		New 2.0 MG Storage Tank	-	-	-	-	-	-							
Subtotal - Transmission Facilities						-	-	-	-	10,513,217	0%	100%	5%	95%	525,661	9,987,556	
Other Treatment Improvements^{5,7}																	
TRT-1	Various	Advanced Water Treatment				-	-	-	-	20,235,647	0%	100%	5%	95%	1,011,782	19,223,865	
TRT-2	Various	On Site Conversions								750,000	0%	100%	5%	95%	37,500	712,500	
Subtotal - Other Treatment Improvements						-	-	-	-	20,985,647					1,049,282	19,936,365	
Water Augmentation Project^{5,7}																	
WAP-1	Various	Advanced Water Treatment				-	-	-	-	12,973,333	77%	23%	49%	51%	6,356,933	6,616,400	
WAP-2	Various	Distribution Facilities								1,000,000	77%	23%	49%	51%	490,000	510,000	
WAP-3	Wells	Monitoring Wells								500,000	77%	23%	49%	51%	245,000	255,000	
WAP-4	Wells	Injection Well Facilities				-	-	-	-	5,526,667	77%	23%	49%	51%	2,708,067	2,818,600	
Subtotal - Water Augmentation Project						-	-	-	-	20,000,000					9,800,000	10,200,000	
Total Costs																	
Distribution Facilities						5,434,525	5,434,525	8,070,270	9,300,000						1,589,780	7,710,220	
Transmission Facilities						-	-	-	10,513,217					525,661	9,987,556		
Other Treatment Improvements						-	-	-	20,985,647					1,049,282	19,936,365		
Water Augmentation Project						-	-	-	20,000,000					9,800,000	10,200,000		
Total - Recycled Water System Improvements						5,434,525	5,434,525	8,070,270	60,798,864					12,964,724	47,834,141		



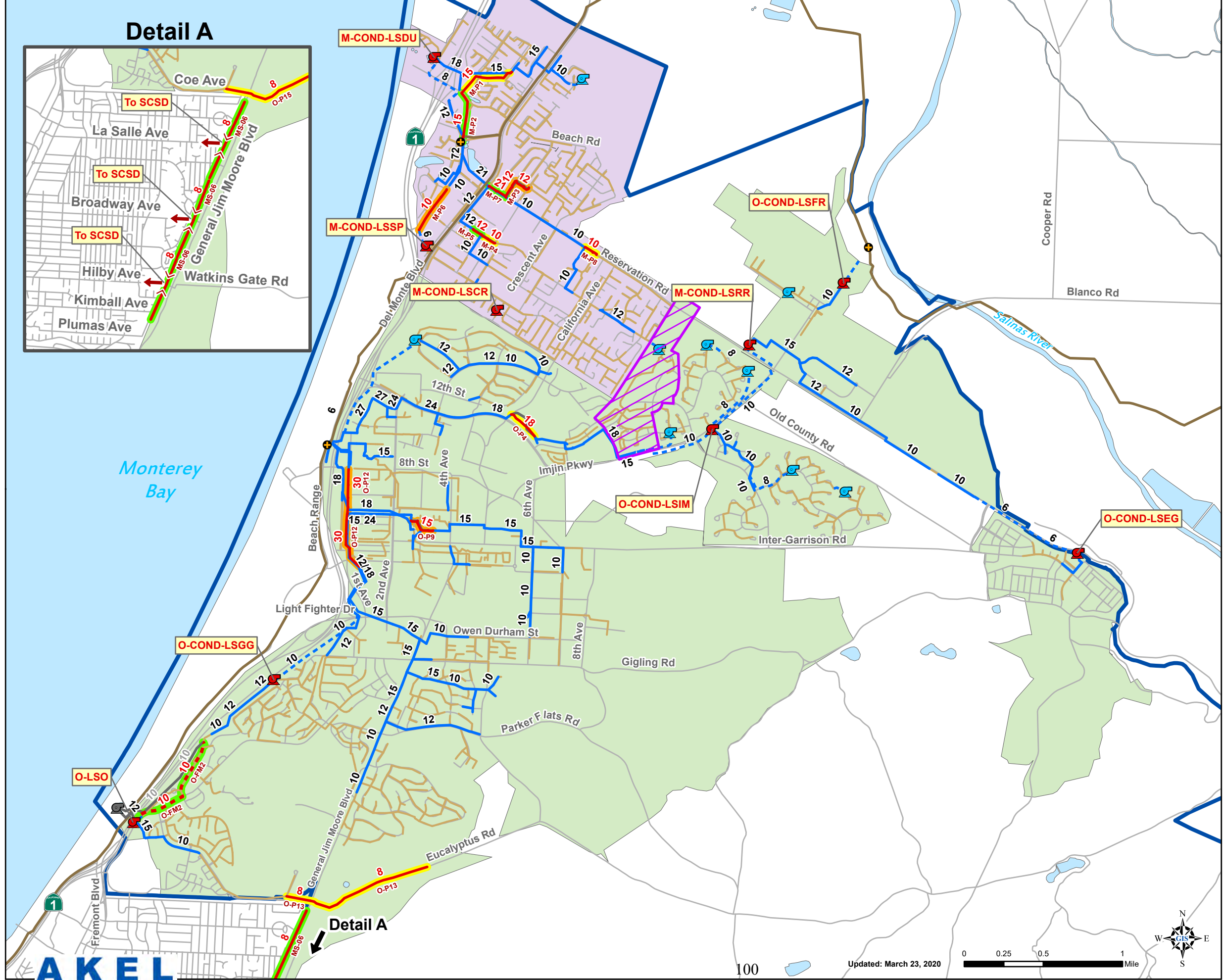
3/16/2020

- Notes:
1. Estimated Construction costs include 48.5 percent of baseline construction costs to account for unforeseen events and unknown field conditions, and for Contractor's overhead and profit, general conditions, and sales tax, consistent with 2007 Water Master Plan.
 2. Capital Improvement Costs also include an additional 25 percent of the estimated construction costs to account for administration, construction management, and legal costs.
 3. MCWD staff provided updated capital improvement costs for the distribution facilities, which were \$787,837 lower than predicted using the unit costs and associated contingencies. Thus, the \$787,837 reduction in cost was evenly distributed amongst the distribution facility improvements.
 4. Distribution pipeline improvements consist of improvements necessary to connect existing distribution infrastructure to planned transmission pipeline. This does not include cost for improvements necessary to connect potential users directly to the planned transmission pipeline.
 5. Improvement cost based on information received from District staff June 19, 2019.
 6. Suggested cost center cost allocation based on estimated recycled water demands within each cost center.
 7. Suggested cost center cost allocation based on intermediate-term water demands documented in the in-progress Water Master Plan, which includes the buildout of Central Marina and intermediate-term development limits of the Fort Ord Community.

Appendix B - Recycled Water Capital Improvement Plan Detail

Analysis using Table 8.2 - Recycled Water Master Plan, AKEL Engineering

	Cost Total	% Allocation				Cost Allocation				
		% Current Users	% Future Users	Central Marina	Fort Ord	Current Marina	Future Marina	Current Ord	Future Ord	
Distribution Improvements										
Distribution Pipeline Improvements										
P-1	\$732,428	0%	100%	100%	0%	\$0	\$732,428	\$0	\$0	
P-2	607,505	0%	100%	100%	0%	0	607,505	0	0	
P-3	421,146	0%	100%	0%	100%	0	0	0	421,146	
P-4	1,776,952	0%	100%	0%	100%	0	0	0	1,776,952	
P-5	3,316,976	0%	100%	0%	100%	0	0	0	3,316,976	
P-6	192,262	0%	100%	0%	100%	0	0	0	192,262	
P-7	137,330	0%	100%	0%	100%	0	0	0	137,330	
P-8	364,503	0%	100%	0%	100%	0	0	0	364,503	
P-9	571,055	0%	100%	0%	100%	0	0	0	571,055	
P-10	<u>430,302</u>	0%	100%	0%	100%	<u>0</u>	<u>0</u>	<u>0</u>	<u>430,302</u>	
Total Distribution Pipeline	\$8,550,459					\$0	\$1,339,933	\$0	\$7,210,526	
Pressure Reducing Valve Improvements										
PRV-1	\$124,924	0%	100%	100%	0%	\$0	\$124,924	\$0	\$0	
PRV-2	124,924	0%	100%	100%	0%	0	124,924	0	0	
PRV-3	124,924	0%	100%	0%	100%	0	0	0	124,924	
PRV-4	124,924	0%	100%	0%	100%	0	0	0	124,924	
PRV-5	124,924	0%	100%	0%	100%	0	0	0	124,924	
PRV-6	<u>124,924</u>	0%	100%	0%	100%	<u>0</u>	<u>0</u>	<u>0</u>	<u>124,924</u>	
Total Pressure Reducing Valves	\$749,541					\$0	\$249,847	\$0	\$499,694	
Total Distribution Facilities						\$0	\$1,589,780	\$0	\$7,710,220	
Transmission Facilities										
TM-1	-						-		-	
Blackhorse Tank	-						-		-	
Total Transmission Facilities	\$10,513,217	0%	100%	5%	95%	\$0	\$525,661	\$0	\$9,987,556	
Other Treatment Improvements										
TRT-1	\$20,235,647	0%	100%	5%	95%	0	1,011,782	0	19,223,865	
TRT-2	<u>750,000</u>	0%	100%	5%	95%	<u>0</u>	<u>37,500</u>	<u>0</u>	<u>712,500</u>	
Total Other Treatment Improvements	\$20,985,647	0	0	0	0	\$0	\$1,049,282	\$0	\$19,936,365	
Water Augmentation Project										
WAP-1	\$12,973,333	77%	23%	49%	51%	4,894,839	1,462,095	5,094,628	1,521,772	
WAP-2	1,000,000	77%	23%	49%	51%	377,300	112,700	392,700	117,300	
WAP-3	500,000	77%	23%	49%	51%	188,650	56,350	196,350	58,650	
WAP-4	<u>5,526,667</u>	77%	23%	49%	51%	2,085,211	622,855	2,170,322	648,278	
Total Water Augmentation Project	\$20,000,000						\$2,254,000	\$7,854,000	\$2,346,000	
Total Recycled Water CIP	\$60,798,864					\$7,546,000	\$5,418,723	\$7,854,000	\$39,980,141	



Legend

Future Improvements

- Lift Stations
- Gravity Mains
- Force Mains
- Abandoned Lift Stations
- Abandoned Pipes

Existing Modeled System

- Lift Stations
- Outfalls

Gravity Mains by Size

- 8" and Smaller
- 10" and Larger

Force Mains

- Force Mains

Monterey One Water Interceptor

- Monterey One Water Interceptor

Planning Boundary

- Planning Boundary

Cost Centers

- Central Marina
- Ord Community
- Ord Community Service Area
- Tributary to Central Marina Outfall
- Streets
- Waterbodies
- Rivers/Streams

PRELIMINARY

Figure 8.2
Intermediate-Term
Improvements
 Sewer Master Plan
 Marina Coast Water District

45



Table 8.4 Intermediate-Term Capital Improvement Program
Sewer Master Plan
Marina Coast Water District

PRELIMINARY

Improv. No.	Type of Improvement	Alignment	Limits	Improvement Details				Infrastructure Costs		Baseline Construction Costs	Estimated Construction Cost ¹	Capital Improvement Cost ^{2,3}	Construction Trigger	Suggested Cost Allocation		Cost Allocation	
								Unit Cost	Infr. Cost					Existing Users	Future Users	Existing Users	Future Users
								(\$)	(\$)	(\$)	(\$)	(\$)	(%)	(%)	(\$)	(\$)	
Central Marina Sewer System																	
Gravity Main Improvements																	
				Existing Diameter	New/Parallel/Replace	Diameter	Length										
				(in)		(in)	(ft)										
M-P1	Gravity Main	ROW, Cove Way, Cardoza Ave	From Abdy Way to Reservation Rd	-	New	15	1,975	303	598,745	598,800	889,300	1,111,700	With Marina Station Development	1%	99%	7,108	1,104,592
M-P2	Gravity Main	Reservation Rd	From Cardoza Ave to 150' s/o Seaside Cir	-	New	15	1,725	303	522,955	523,000	776,700	970,900	With Marina Station Development	1%	99%	6,207	964,693
M-P3	Gravity Main	Eucalyptus St, Peninsula Dr, Vista del Camino	From Viking Ln to Reservation Rd	8	Replace	12	1,350	279	376,527	376,600	559,300	699,200	Existing & Future Improvement	85%	15%	592,371	106,829
M-P4	Gravity Main	Carmel Ave	From Seacrest Ave to Sunset Ave	8	Replace	10	575	243	139,455	139,500	207,200	259,000	Existing Deficiency	100%	0%	259,000	0
M-P5	Gravity Main	Carmel Ave	From Sunset Ave to Casa de Bolea	8	Replace	12	350	279	97,618	97,700	145,100	181,400	Existing Deficiency	100%	0%	181,400	0
M-P6	Gravity Main	Lake Dr	From HWY 1 to Messinger Dr	6, 8	Replace	10	1,675	243	406,237	406,300	603,400	754,300	Approx. 600 EDUs	46%	54%	348,198	406,102
M-P7	Gravity Main	Reservation Rd	From Vista Del Camino to Del Monte Blvd	12, 18	Replace	21	750	352	263,751	263,800	391,800	489,800	Approx. 2,950 EDUs	41%	59%	202,766	287,034
M-P8	Gravity Main	Reservation Rd	From 200' w/o Crestview Ct to 800' w/o Crestview Ct	8	Replace	10	525	243	127,328	127,400	189,200	236,500	Approx. 200 EDUs	10%	90%	24,456	212,044
Subtotal - City of Marina Pipeline Improvements								2,532,617	2,533,100	3,762,000	4,702,800			1,621,505	3,081,295		
Lift Station Improvements																	
				Existing Capacity	Improvement Type	Recommended Capacity											
				(gpm)		(gpm)											
M-LSD	Lift Station Replacement	Dunes Lift Station		2 x 700	Capacity Upgrade	3 x 450		1,127,627	1,127,700	1,674,700	2,093,400	Existing Deficiency	100%	0%	2,093,400	0	
M-LSCR	Lift Station Replacement	Crescent Lift Station		2 x 100	Station Replacement	2 x 100		-	-	-	401,576	Condition Improvement	100%	0%	401,576	0	
Subtotal - City of Marina Lift Station Improvements								1,127,627	1,127,700	1,674,700	2,494,976			2,494,976	0		
Condition Assessment Improvements⁴																	
				Improvement Type													
M-COND-LSSP	Condition	San Pablo Lift Station		Condition Improvements				24,600	24,600	36,800	46,200	Condition Improvement	100%	0%	46,200	0	
Subtotal - Central Marina Condition Assessment Improvements								24,600	24,600	36,800	46,200			46,200	0		
Miscellaneous Improvements																	
				Improvement Type													
MS-M1	WWTP	Located at the Marina WWTP		Demolition				-	-	-	883,265	Planned System Improvement	100%	0%	883,265	0	
MS-M2	Gravity Main	Del Monte Boulevard	Del Monte Blvd/ Reservation Rd	Replace				-	-	-	553,161	As Funding is Available	100%	0%	553,161	0	
Subtotal - Central Marina Miscellaneous Improvements											1,436,426			1,436,426	0		
Total Central Marina Improvement Costs																	
								Gravity Main Improvements	2,532,617	2,533,100	3,762,000	4,702,800			1,621,505	3,081,295	
								Lift Station Improvements	1,127,627	1,127,700	1,674,700	2,494,976			2,494,976	0	
								Condition Assessment Improvements	24,600	24,600	36,800	46,200			46,200	0	
								Miscellaneous Improvements	0	0	0	1,436,426			1,436,426	0	
Total - Central Marina Improvements								3,684,844	3,685,400	5,473,500	8,680,402			5,599,107	3,081,295		

Table 8.4 Intermediate-Term Capital Improvement Program
Sewer Master Plan
Marina Coast Water District

PRELIMINARY

Improv. No.	Type of Improvement	Alignment	Limits	Improvement Details				Infrastructure Costs		Baseline Construction Costs	Estimated Construction Cost ¹	Capital Improvement Cost ^{2,3}	Construction Trigger	Suggested Cost Allocation		Cost Allocation	
								Unit Cost	Infr. Cost					Existing Users	Future Users	Existing Users	Future Users
								(\$)	(\$)	(\$)	(\$)	(\$)	(%)	(%)	(\$)	(\$)	
Ord Community Sewer System																	
Gravity Main Improvements																	
				Existing Diameter	New/Parallel/Replace	Diameter	Length										
				(in)		(in)	(ft)										
O-P4	Gravity Main	ROW e/o Imjin Pkwy	From California Ave to 475' n/o Abrams Dr	18	Replace	18	1,100	327	360,157	360,200	534,900	668,700	With Sea Haven Development	53%	47%	356,905	311,795
O-P9	Gravity Main	ROW n/o Inter-Garrison Rd	Jogging from 4th Ave to 1,300' w/o 4th Ave	10	Replace	15	1,675	303	507,797	507,800	754,100	942,700	Existing Deficiency	40%	60%	376,128	566,572
O-P12	Gravity Main	1st Ave	From 1st St to 8th St	12,18,30	Replace	30	3,100	-	-	-	-	408,340	Condition Improvement	100%	0%	408,340	0
O-P13	Gravity Main	Eucalyptus Rd	From approximately 4,000' e/o General Jim Moore Blvd to approximately 800' w/o General Jim Moore Blvd	-	New	8	5,300	218	1,156,867	1,156,900	1,718,000	2,147,500	With Seaside East Development	0%	100%	0	2,147,500
Subtotal - Ord Community Pipeline Improvements									2,024,820	2,024,900	3,007,000	4,167,240				1,141,372	3,025,868
Force Main Improvements																	
				Existing Diameter	New/Parallel/Replace	Diameter	Length										
				(in)		(in)	(ft)										
O-FM2	Force Main	Monterey Rd, existing ROW	From relocated Ord Village LS to existing gravity main n/o Corregidor Rd	10	Replace	10	3,950	214	845,756	845,800	1,256,100	1,570,200	With O-LSO	42%	58%	667,033	903,167
Subtotal - Ord Community Force Main Improvements									845,756	845,800	1,256,100	1,570,200				667,033	903,167
Lift Station Improvements																	
				Existing Capacity	Improvement Type	Recommended Capacity											
				(gpm)		(gpm)											
O-LSG	Lift Station/ Force Main	Gigling Lift Station	Gigling LS and FM Improvements	-		-	-	-	-	-	-	2,021,079	With O-COND-LSGG	100%	0%	2,021,079	0
O-LSO	Lift Station Rehabilitation			-		-	-	-	-	-	-	2,247,000	Planned System Improvement	43%	57%	956,206	1,290,794
O-LSB	Lift Station Demolition and Replacement		Booker, Hatten, Neeson LS improvements	-		-	-	-	-	-	-	726,240	Planned System Improvement	100%	0%	726,240	0
Subtotal - Ord Community Lift Station Improvements									0	0	0	4,994,319				3,703,525	1,290,794
Condition Assessment Improvements⁴																	
				Improvement Type													
O-COND-LSGG	Condition	Gigling Lift Station			Condition Improvements				444,300	444,300	660,200	825,600	With O-LSG	100%	0%	825,600	0
O-COND-LSIM	Condition	Imjin Lift Station			Condition Improvements				29,000	29,000	43,400	54,400	Condition Improvement	100%	0%	54,400	0
O-COND-LSFR	Condition	Fritzche Lift Station			Condition Improvements				63,200	63,200	94,100	117,700	Condition Improvement	100%	0%	117,700	0
O-COND-LSEG	Condition	East Garrison Lift Station			Condition Improvements				32,300	32,300	48,300	60,700	Condition Improvement	100%	0%	60,700	0
O-COND-LSRR	Condition	Reservation Road Lift Station			Condition Improvements				39,900	39,900	59,600	74,700	Condition Improvement	100%	0%	74,700	0
Subtotal - Ord Community Condition Assessment Improvements									608,700	608,700	905,600	1,133,100				1,133,100	0
Miscellaneous Improvements																	
MS-O1	Service		Del Rey Oaks Collection System Planning									61,200	With Development	0%	100%	0	61,200
MS-O2	Gravity Main		SCSD Sewer Improvements - Del Rey Oaks									2,039,964	With Development	0%	100%	0	2,039,964
MS-O3	Service		Monterey One Water Buy-In									11,040,808	-	50%	50%	5,520,404	5,520,404
MS-O4	Gravity Main		Inter-Garrison/ 8th Avenue Sewer Connection									1,035,000	With Development	0%	100%	0	1,035,000
MS-O5	WWTP		Demolish Ord Main Garrison WWTP									1,623,648	Planned System Improvement	100%	0%	1,623,648	0
MS-O6	Gravity Main		Seaside East Side Developments Parcels (future growth)									6,480,709	With Development	0%	100%	0	6,480,709
MS-O7	Lift Station		Miscellaneous Lift Station Improvements									1,497,360	Planned System Improvement	50%	50%	748,680	748,680

Table 8.4 Intermediate-Term Capital Improvement Program
 Sewer Master Plan
 Marina Coast Water District

PRELIMINARY

Improv. No.	Type of Improvement	Alignment	Limits	Improvement Details	Infrastructure Costs		Baseline Construction Costs	Estimated Construction Cost ¹	Capital Improvement Cost ^{2,3}	Construction Trigger	Suggested Cost Allocation		Cost Allocation	
					Unit Cost	Infr. Cost					Existing Users	Future Users	Existing Users	Future Users
					(\$)	(\$)					(%)	(%)	(\$)	(\$)
MS-08	Lift Station/ Gravity Main			Cypress Knolls Sewer Pipeline and Lift Station Improvement Project					97,424	Planned System Improvement	0%	100%	0	97,424
Subtotal - Ord Community Miscellaneous Improvements					0	0	0	0	23,876,113				7,892,732	15,983,381
Total Ord Community Improvement Costs														
					Gravity Main Improvements	2,024,820	2,024,900	3,007,000	4,167,240				1,141,372	3,025,868
					Force Main Improvements	845,756	845,800	1,256,100	1,570,200				667,033	903,167
					Lift Station Improvements	0	0	0	4,994,319				3,703,525	1,290,794
					Condition Assessment Improvements	608,700	608,700	905,600	1,133,100				1,133,100	0
					Miscellaneous Improvements	0	0	0	23,876,113				7,892,732	15,983,381
Total Ord Community Community Improvements					3,479,277	3,479,400	5,168,700	35,740,972					14,537,762	21,203,210
General Miscellaneous Sewer System Improvements														
G-1	Odor Control Project	Various Locations		Odor Control Project					100,000	Planned System Improvement	100%	0%	100,000	0
G-2	Other	Corporation Yard Demolition and Rehab							116,300	As Funding is Available	100%	0%	116,300	0
Subtotal - General Sewer System Improvements									216,300				216,300	0
Total Sewer System Improvement Costs														
					Gravity Main Improvements	4,557,438	4,558,000	6,769,000	8,870,040				2,762,877	6,107,163
					Force Main Improvements	845,756	845,800	1,256,100	1,570,200				667,033	903,167
					Lift Station Improvements	1,127,627	1,127,700	1,674,700	7,489,295				6,198,501	1,290,794
					Condition Assessment Improvements	633,300	633,300	942,400	1,179,300				1,179,300	0
					Miscellaneous Improvements	0	0	0	25,528,839				9,545,458	15,983,381
Total Improvement Cost					7,164,120	7,164,800	10,642,200	44,637,674					20,353,170	24,284,504



3/16/2020

- Notes :
1. Estimated Construction costs include 48.5 percent of baseline construction costs to account for unforeseen events and unknown field conditions, and for Contractor's overhead and profit, general conditions, and sales tax, consistent with 2007 Water Master plan.
 2. Capital Improvement Costs also include an additional 25 percent of the estimated construction costs to account for administration, construction management, and legal costs.
 3. Costs for improvements shown with only Capital Improvement Cost are based on information provided by District staff.
 4. Costs associated with condition assessment improvements are included for planning purposes and are to be implemented at the discretion of District staff or may be superceded by other planned lift station improvements.

Appendix B2: Capital Improvement Plan - Adjustments

Data provided by Marina Coast Water District

Appendix B: Recycled Water CIP Adjustments

	Total	Marina Future	Ord Future
Total CIP Cost - Developer Share	\$45,398,864	\$5,418,723	\$39,980,141
% Share		12%	88%
Grants	(\$7,294,569)	(\$870,666)	(\$6,423,903)
FORA Capital Contribution	(\$4,300,000)		(\$4,300,000)
Future Interest Costs ¹	\$10,217,171	\$1,219,502	\$8,997,669
Total Recycled Water Adjustments	-\$1,377,398	\$348,836	-\$1,726,234

1 - 3 loans to fund RW projects net of Capital Contributions and Grants, 30 year terms:

\$17.6m @ 1.8% interest Year 1, \$11.5m @ 1.8% interest Year 6, \$4.5m @ 1.8% interest Year 12

Appendix B: Adjustments - Estimated Future Water and Sewer CIP Financing Costs
Includes All Multi-Developer Future Capital Improvement Projects (Source MCWD 2020-21 5-yr CIP dated 6/8/2020)

		19/20	20/21	21/22	22/23	23/24	24/25	Out Years	Total
Marina Water									
MW-W4	CA Ave Pipeline	0	0	0	0	0	584,000	0	584,000
	Subtotal	0	0	0	0	0	584,000	0	584,000
Marina Sewer									
MS-0205 (S6)	Reservation Rd 200' W VCCourt	0	0	0	0	375,000	0	0	375,000
MS-0137 (S5)	Reservation Rd Via Del Camino	0	0	0	0	0	489,800	0	489,800
MS-2	Peninsula Dr & Vista Del Camino	0	0	0	0	0	0	699,200	699,200
MS-4	Lake dr Pipeline Improvements	0	0	0	0	0	0	754,300	754,300
	Subtotal	0	0	0	0	375,000	489,800	1,453,500	2,318,300
Ord Water									
OW-0206	Inter-Garrison Rd Up-Sizing	772,400	0	0	0	0	0	0	772,400
OW-0202 (W18)	South Boundary Rd Pipeline	40,000	2,660,000	0	0	0	0	0	2,700,000
OW-11	Seaside Resort Pipeline - Coe Ave	0	0	0	0	0	0	684,000	684,000
OW-12	Seaside East Pipeline - Zone D	0	0	0	0	0	0	535,000	535,000
OW-14	Parker Flats Cutoff Rd Pipeline	0	0	0	0	0	0	2,030,000	2,030,000
OW-0171 (W13)	Eucalyptus Rd Pipeline	0	0	0	0	0	0	4,312,000	4,312,000
	Subtotal	812,400	2,660,000	0	0	0	0	7,561,000	11,033,400
Ord Sewer									
OS-0205 (S19)	Imjin LS & Force Main Phase 1	125,000	1,161,370	0	0	0	0	0	1,286,370
OS-0148 (S7)	Sea Haven Sewer Pipeline	0	0	0	0	0	668,700	0	668,700
OS-0202 (MS-02)	Sewer Improvements-DRO	0	0	0	0	0	502,454	1,537,510	2,039,964
OS-0210 (S9)	1st Ave Sewer Pipeline Replacement	0	0	0	0	0	0	408,340	408,340
OS-0214 (MS-04)	InterGarrison/8th Ave SS	0	0	0	0	0	0	1,035,000	1,035,000
OS-0216 (MS-03)	MOW Capacity Buy-In Beyond 2.2 MGD	0	0	0	0	0	0	11,040,808	11,040,808
	Subtotal	125,000	1,161,370	0	0	0	1,171,154	14,021,658	16,479,182
General Water (29% Marina, 71% Ord)									
GW-0112 (W21)	A1 & A2 Tanks & B/C Booster Station	364,720	6,695,000	6,590,000	0	0	0	0	13,649,720
GW-0305 (W23)	CA Ave & Imjin Pkwy Pipeline	0	2,400,000	0	0	0	0	0	2,400,000
GW-0123 (W27)	B2" Zone Tank @ CSUMB	0	140,000	1,275,000	8,102,000	0	0	0	9,517,000
GW-0210 (W26)	Reservoir A3 (1.6 MG)	0	0	0	0	0	0	7,186,000	7,186,000
GW-28	Well 35 Pump Replacement	0	0	0	0	0	0	103,000	103,000
GW-29	Wellhead Treatment	0	0	0	0	0	0	2,081,000	2,081,000
	Subtotal	364,720	9,235,000	7,865,000	8,102,000	0	0	9,370,000	34,936,720
	Marina Water Share	105,800	2,678,200	2,280,900	2,349,600	0	0	2,717,300	10,131,600
	Ord Water Share	258,920	6,556,800	5,584,100	5,752,400	0	0	6,652,700	24,805,120
Total									
	Total Marina Water	105,800	2,678,200	2,280,900	2,349,600	0	584,000	2,717,300	10,715,600
	Total Marina Sewer	0	0	0	0	375,000	489,800	1,453,500	2,318,300
	Total Ord Water	1,071,320	9,216,800	5,584,100	5,752,400	0	0	14,213,700	35,838,520
	Total Ord Sewer	125,000	1,161,370	0	0	0	1,171,154	14,021,658	16,479,182
	Total All	1,302,120	13,056,370	7,865,000	8,102,000	375,000	2,244,954	32,406,158	65,351,602
Total Through 24/25: 32,945,444									

CIP Financing Cost (Based on Financing CIP Projects Through 2024/25)

Financing \$32.945M 20yrs @2.5%	\$2,113,355.64	per year	2.50%
Total Payments	\$42,267,112.75	20yrs	20
Total Interest Cost	\$9,321,668.75		

CIP Interest Cost Allocation (Based on Value of CIP Projects Through 2024/25)

24.3% Total Marina Water	\$2,263,116.18
2.6% Total Marina Sewer	\$244,688.74
65.6% Total Ord Water	\$6,118,525.66
7.5% Total Ord Sewer	\$695,338.17

Appendix C: FY 2021 Proposed Water Use Factors

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

Type of Use	Basis	Existing Assigned Water Use Rate By Acre-Ft	Proposed Assigned Water Use Rate By Acre-Ft
<u>Residential</u>			
Multi Family - Apartment	DU	x 0.33	0.21
Apartment (senior complex)	DU	x	0.12
Group Housing (boarding, dormitory, convalescent)	Occupant	x	0.062
Condominium/Townhouse	DU	x 0.33	0.24
Mobile Home	DU	x 0.33	0.21
Multi-Family - Duplex to Fourplex	DU	x 0.33	0.24
Single Family 0<lot<0.08 acres (13 or more units per acre)	DU	x 0.33	0.25
Single Family 0.08<=lot<0.22 acres (5-12 Units/Acre)	DU	x 0.33	0.28
Single Family 0.22<=lot<0.67 (2- 4 Units/acre)	DU	x 0.33	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 0.00007	0.00006
Bank	sq. ft.	x	0.00030
Bakery	sq. ft.	x	0.00027
Bar (w/o restaurant)	sq. ft.	x 0.024/seat	0.00023
Beauty shop/barber shop	stations	x 0.059	0.050
Car Wash w/ recycle	sq. ft.	x *	*
Child Care	sq. ft.	x 0.0072	0.0061
Dry Cleaners (onsite cleaning)	sq. ft.	x 0.00040	0.00040
Gas Station (w/o minimart or restaurant)	pumps	x 0.1051	0.1051
Gym, Health Club (w/o aquatics)	sq. ft.	x	0.000117
Hotel/Motel/Bed & Breakfast (Guest room portion only)	units	x 0.170	0.110
Laundromat (self-serve)	washers	x 0.202	0.202
Laundry - Commercial	sq. ft.	x 0.1735	*
Office - General (nonmedical, includes chiropractor)	sq. ft.	x 0.00012	0.000102
Office - Government, Education	sq. ft.	x	0.000092
Office - Dental	sq. ft.	x 0.00029	
Office - Medical, Dental	sq. ft.	x 0.00018	0.000162
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 0.0001	0.000092
Nursing Home (care portion only)	bed	x 0.142/room	0.12
Laboratory	sq. ft.	x	0.000082
Laboratory - Photographic	sq. ft.	x 0.003	0.003
Landscape (non-turf)	acres	x 2.1	2.1
Landscape (turf)	acres	x 2.5	2.5
Plant Nursery	sq. ft.	x 0.00009	0.00009

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

Type of Use	Basis	Existing Assigned Water Use Rate By Acre-Ft	Proposed Assigned Water Use Rate By Acre-Ft
Public Restroom	toilets	x 0.0676	0.058
Restaurant (incl. fast food, deli, sandwich shop)	seats	x 0.029	
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 0.0027	0.00027
Store - General Retail (Department Store)	sq. ft.	x 0.00005	0.00005
Store - Grocery and Markets	sq. ft.	x 0.00039	0.00033
Swimming Pool (per 100 sq. ft. pool area)		x 0.020	0.02
Theater	seats	x 0.0014	0.0012
Veterinary	sq. ft.	x 0.00026	0.00022
Warehouse, Distribution, Self Storage	sq. ft.	x 0.00001	0.00001

Water use factors were updated based on a survey of similar coastal California water agencies and a 2011 study by A&N Technical Services for Monterey Peninsula Water Management District (MPWMD) The other coastal water agencies included Soquel Creek Water District (near Santa Cruz), the City of Santa Barbara, and Cal-American Water District – Monterey. Landscape factors continue to be calculated based on evapotranspiration (ET) factors.

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:

<https://us02web.zoom.us/j/89639956822?pwd=aG5jYm9TVGlrazg2am94Nm5FYjRRdz09>

Password: **mcwd0817##**

To participate via phone, please call:

1-669-900-9128; Meeting ID: 896 3995 6822 Password: 8251538900

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: 11-A

Meeting Date: August 17, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

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

Staff Recommendation: Conduct second reading of Ordinance No. 61 and adopt 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 20, 2020 the Board of Directors:

- Adopted Resolution No. 2020-44 approving the 2020 Water, Wastewater and Recycled Water Capacity Fee Study prepared by Bartle Wells Associates.
- Approved a public notification of proposed changes in water and wastewater capacity fees and set a public hearing date for Monday, August 17, 2020.
- Conducted the first reading of Ordinance No. 61 approving new water and wastewater capacity charges for the Central Marina and Ord Community service areas on July 20th.

The Board subsequently held a public hearing on Monday, August 17, 2020.

Detailed Description: The Board is requested to conduct the second reading of Ordinance No. 61 and adopt 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 process for adopting ordinances and enacting fees and charges for Central Marina and the annexed portions of the Ord Community service areas, the District is required to conduct first and second readings of the proposed ordinance, set a public hearing date on the proposed change in charges, and publish the ordinance in the local newspaper within 10 days after adoption with the names of those directors voting for and against adoption.

Environmental Review Compliance: None required

Financial Impact: X Yes No Funding Source/Recap: Increase in Water Capacity Fee revenue for the Central Marina and Ord Community service areas and decrease in Sewer Capacity Fee revenue for the Central Marina and Ord Community service areas per attached Ordinance No. 61

Other Considerations: The Board not approve new Capacity Charges for the Central Marina and Ord Community Water and Wastewater Service Areas.

Material Included for Information/Consideration: Ordinance No. 61; and, a redlined version of Title 6 and Appendix C of the District Code.

Action Required: _____Resolution _____Motion _____Review X Ordinance
(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>\$ 5,715 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>\$ 2,214 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 \$2,214 per EDU. Ord Community service area sewer collection system capacity charge \$3,012 per EDU.

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 \$8,856 when the capacity charge per EDU is \$2,214 in the Central Marina service area or \$12,048 when the capacity charge per EDU is \$3,012 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 nineteen 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 \$2,679 when the capacity charge per EDU is \$2,214 in the Central Marina service area or \$3,645 when the capacity charge per EDU is \$3,012 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 a water or sewer service capacity charge adopted by this ordinance creates revenues in excess of the actual cost of the water or sewer service capital facilities or create revenues less than the actual cost, then the District shall conduct a study to, respectively, reduce or increase the applicable capacity charge and the Board shall take action based upon such study.

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 Director _____, seconded by Director _____; the foregoing Ordinance is enacted and shall take effect on _____ 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 August 17, 2020.

Keith Van Der Maaten, Secretary

Title 6 WATER AND SEWER FEES AND CHARGES

Chapter 6.04 - GENERAL PROVISIONS

Chapter 6.08 - WATER SERVICE CHARGES

Chapter 6.12 - SEWER SERVICE CHARGES

Chapter 6.16 - OTHER FEES AND CHARGES

Chapter 6.04 GENERAL PROVISIONS

[6.04.010 Purpose.](#)

[6.04.020 Existing fees and charges.](#)

[6.04.030 User charge billing.](#)

[6.04.040 Payment of charges—Delinquencies.](#)

[6.04.050 Cost center separation.](#)

6.04.010 Purpose.

The purpose of this title is to provide funding for water and sewer services and facilities which the district's board has found to be necessary and appropriate.

(Amended during 3-02 supplement: Ord. 6 Art. I, § 1, 1988)

6.04.020 Existing fees and charges.

- A. Existing fees and charges in effect when the ordinance codified in this chapter is adopted shall remain in effect unless specifically changed by this title.

(Ord. 44 § 6, 2007; Ord. 37 § 6, 2003; amended during 3-02 supplement: Ord. 6 Art. I, § 3, 1988)

6.04.030 User charge billing.

All billings for sewer system user charges shall be either in the name of the property owner as registered with the district or in the name of tenant or occupant of the premises, if so requested in writing by the owner. All billings for water or sewer service shall be either in the name of the property owner as registered with the district or in the name of the tenant or occupant of the premises, if so requested in writing by the owner.

(Amended during 3-02 supplement: Ord. 26 § 6D, 1994)

6.04.040 Payment of charges—Delinquencies.

All charges and fees made pursuant to the provisions of district ordinances, rules and regulations, or any amendments thereto, shall be due and payable upon the specified due date. Any charge or fee levied by the district shall have added to it a basic penalty charge of ten percent of the fee or charge, or portion thereof, that remains unpaid more than fifteen days following the specified due date appearing on the bill or statement of charges, plus an additional penalty of one and one-half percent per month for nonpayment of the delinquent amount, including the basic penalty.

(Amended during 3-02 supplement: Ord. 26 § 6E, 1994)

6.04.050 Cost center separation.

For so long as justified by objective administrative, engineering, financial or legal considerations, and notwithstanding the termination of the district's water and wastewater agreement with the Fort Ord Reuse Authority, the MCWD will account for its operations for the Ord Community service area as a separate fund within the general MCWD operation. The Ord Community service area fund will have its own line items and account numbers, and will give the district the ability to report on revenues, operating and capital expenses for the Ord Community service area.

(Ord. 43 § 4, 2006)

Chapter 6.08 WATER SERVICE CHARGES

[6.08.010 Monthly water rates and charges.](#)

[6.08.020 Water meter connection fee.](#)

[6.08.030 Temporary water service.](#)

[6.08.040 Repair, replacement and maintenance of hydrants.](#)

[6.08.050 Cross-connection control permit.](#)

[6.08.060 Monthly minimum water charges.](#)

[6.08.070 Long-term water supply.](#)

[6.08.080 Private fire service.](#)

[6.08.090 Capacity charges for new or modified potable and recycled water service connections.](#)

[6.08.100 Water consumption rates.](#)

[6.08.110 Water demand management rates.](#)

6.08.010 Monthly water rates and charges.

Monthly minimum service charge. Minimum monthly service charges shall be fixed by the board of directors from time to time and set forth by ordinance.

(Amended during 3-02 supplement: Ord. 34 § 8C, 1998; Res. 70-14; Ord. 1 Art. II, § 16, 1967)

Title 6 WATER AND SEWER FEES AND CHARGES

6.08.020 Water meter connection fee.

- A. New meters. Applicant shall provide tapping and water service piping and vault. The district will install the meter in applicant-furnished vault.

Meter size	Meter charge
¾"	\$350.00
1"	\$400.00
1½"	\$450.00
2"	\$700.00
3" and larger	Actual direct and indirect cost to district, advance payment to be based on estimated cost.

- B. Moving a meter. The customer shall make a two hundred dollars deposit and shall pay all costs incurred by the district in moving a meter. The customer shall provide the new service at the location approved by the district and shall install the on-site system piping. Once the new installation has been accepted by the district, the district shall install the relocated meter in the customer-provided meter box.
- C. Replacing a meter box. The district shall, at its discretion, replace a damaged meter box or meter box lid when, in its opinion, the damaged meter box or meter box lid does not provide sufficient protection of the installed meter or when the damaged meter box or meter box lid itself poses a public safety hazard. The costs incurred by the district in replacing such damaged meter box or meter box lid shall be paid by the customer. When the estimated cost of such replacement exceeds one hundred dollars, the district shall notify the customer prior to such replacement to allow the customer the option of replacing the meter box or meter box lid using his own forces. Should the meter box or meter box lid not be replaced within thirty days or should the damaged meter box or meter box lid pose a public safety hazard, the district may replace the meter box or meter box lid and charge the cost of such replacement to the owner.

(Ord. 38 § 11, 2003; Ord. 36 § 4, 2002; amended during 3-02 supplement: Ord. 34 § 4 (part), 1998; Ord. 6 Art. II, § 2b, 1988)

6.08.030 Temporary water service.

- A. The district may grant permission to use water from specified hydrants, or other specified points of connection, by issuing a permit. Application for a permit should be made at least twenty-four hours before service is required. Except for qualified fire protection agency representatives, no person or persons shall operate or draw water from a fire hydrant without a permit. A charge of one hundred dollars per day per connection will be levied against any person taking water without a permit, using a non-district owned hydrant meter or other temporary water service without a permit and against any person that improperly attaches any hydrant meter to a fire hydrant and against any person that does

Title 6 WATER AND SEWER FEES AND CHARGES

not provide adequate backflow protection. The district shall have the right to remove any non-district owned hydrant meter attached or any district owned hydrant meter improperly attached to a hydrant.

- B. The district owned meter shall be installed at the district's specified point of connection to measure the quantity of water used. Permittee shall return the permit the next regular working day after its date of expiration.
- C. The applicant shall deposit in advance an amount equal to the cost of the estimated quantity of water for one month to be used or one thousand one hundred dollars which ever is greater and the cost of the district equipment to be installed as set forth in subsection F of this section. Deposits will be returned after the applicant has paid all fees and charges and the district completes the inspection of its equipment, including, but not limited to, the hydrant meter, gate valve, backflow device, and the fire hydrant.
- D. Temporary water service other than from fire hydrants is to be granted at the convenience of the district and will be provided only after receipt of deposit and all fees and charges for the required service.
- E. Applicant for temporary water service shall pay:
 - 1. All direct and indirect costs to the district in rendering such service including but not limited to the making of connections and use of district equipment as set forth below.
 - 2. For all water used as set forth in subsection F of this section.

- F. The applicant shall be responsible for district equipment utilized for this purpose and the necessary repair or replacement costs shall be deducted from the applicant's deposit. The applicant is responsible for returning the district equipment and closing the account promptly after the job is complete. If a meter is not returned promptly, the district shall deduct the cost of replacing the meter from the applicant's deposit.

The temporary water fees shall be:

Fee	Charges (Effective January 1, 2019)	Charges (Effective January 1, 2020)	Charges (Effective January 1, 2021)	Charges (Effective January 1, 2022)	Charges (Effective January 1, 2023)
Gate Valve/Meter Deposit	\$676.00	\$704.00	\$733.00	\$763.00	\$794.00
Minimum Water Consumption Deposit	\$1,144.00	\$1,190.00	\$1,238.00	\$1,288.00	\$1,340.00
Set/remove hydrant	\$146.00	\$152.00	\$159.00	\$166.00	\$173.00
Relocate meter per occurrence	\$146.00	\$152.00	\$159.00	\$166.00	\$173.00

Title 6 WATER AND SEWER FEES AND CHARGES

Meter set, other than fire hydrant	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost
Minimum monthly service charge	\$102.25	\$106.35	\$110.65	\$115.10	\$119.75

Monthly quantity rate for each HCF (see Section 6.08.100 Water Consumption Rates.

(Ord. 37 § 7, 2003: Ord. 36 § 5, 2002: amended during 3-02 supplement: Ord. 6 Art. II, § 2c, 1988)

(Ord. No. 51, § 4, 7-23-2008; Ord. No. 52, § 4, 8-10-2010; Ord. No. 54, § 4, 6-14-2011; Ord. No. 56, § 4, 5-19-2014; Ord. No. 60, § 4, 3-12-2018)

6.08.040 Repair, replacement and maintenance of hydrants.

A. Private customers who desire to have the district maintain and repair fire hydrants on private property shall enter into an agreement with the district for that purpose.

Said agreement will in general:

1. Authorize the district to access the property to perform such services;
2. Require the customer to pay the district for all costs incurred in entering into and providing such services;
3. Require a deposit of six hundred dollars at time of execution of the agreement;
4. Require protection by bollards or guard posts should a hydrant be repeatedly damaged. The district may also require that the hydrant be relocated to a less vulnerable location. Such relocation or protection will be paid for by the customer and will be subject to the approval of the local fire protection agency;
5. Limit the liability of the district for loss or damages resulting from the district providing such services to loss or damages resulting from the district's sole negligence in performing such services.

B. The district will not maintain or repair nor will the district be liable for any loss or damage that results from a customer's failure to enter into an agreement with the district to provide the above described hydrant maintenance and repair services. In addition, the district may notify the local fire protection agency of the customer's failure to enter into a fire hydrant maintenance and repair agreement.

C. Public customers who desire to have the district maintain and repair fire hydrants under the public customer's jurisdiction may have the district provide such service by entering into an agreement to do so and by paying the fees indicated below. Such fees shall cover all costs incurred by the district in providing such maintenance and repair service.

Title 6 WATER AND SEWER FEES AND CHARGES

Type of connection	Monthly charge per hydrant
Single/double outlet, all sizes main	\$13.50 per month

(Ord. 36 § 6, 2002: amended during 3-02 supplement: Ord. 6 Art. II, § 2e, 1988)

6.08.050 Cross-connection control permit.

Permit fees are as follows:

First backflow prevention device	\$45/year
Each additional backflow prevention device	30/year

(Amended during 3-02 supplement: Ord. 6 Art. II, § 2f, 1988)

6.08.060 Monthly minimum water charges.

The monthly minimum charges for water service shall be:

Meter Size	Charges (Effective January 1, 2019)	Charges (Effective January 1, 2020)	Charges (Effective January 1, 2021)	Charges (Effective January 1, 2022)	Charges (Effective January 1, 2023)
5/8" or 3/4"	\$24.24	\$25.21	\$26.22	\$27.26	\$28.34
1"	\$32.69	\$33.99	\$35.35	\$36.77	\$38.22
1½"	\$53.80	\$55.95	\$58.19	\$60.52	\$62.91
2"	\$79.14	\$82.30	\$85.60	\$89.02	\$92.55
3"	\$146.72	\$152.57	\$158.69	\$165.03	\$171.56
4"	\$222.74	\$231.62	\$240.92	\$250.55	\$260.46

Title 6 WATER AND SEWER FEES AND CHARGES

6"	\$433.91	\$451.22	\$469.33	\$488.08	\$507.39
8"	\$856.25	\$890.40	\$926.15	\$963.15	\$1,001.26

(Ord. 36 § 7, 2002: amended during 3-02 supplement: Ord. 26 § 6A, 1994)

(Ord. No. 51, § 5, 7-23-2008; Ord. No. 52, § 5, 8-10-2010; Ord. No. 54, § 5, 6-14-2011; Ord. No. 56, § 5, 5-19-2014; Ord. No. 60, § 5, 3-12-2018)

6.08.070 Long-term water supply.

Subject to the requirements of debt instruments issued by the district, twenty-five percent of all monthly charges collected shall be used for long-term water supply projects. This section may be waived on an annual basis.

(Amended during 3-02 supplement: Ord. 24 § 4b, 1993)

6.08.080 Private fire service.

The monthly charges for private fire service shall be:

Meter Size	Charges (Effective January 1, 2019)	Charges (Effective January 1, 2020)	Charges (Effective January 1, 2021)	Charges (Effective January 1, 2022)	Charges (Effective January 1, 2023)
1"	\$1.73	\$1.80	\$1.87	\$1.94	\$2.02
1½"	\$5.02	\$5.22	\$5.43	\$5.65	\$5.87
2"	\$10.70	\$11.13	\$11.57	\$12.04	\$12.52
2½"	\$19.25	\$20.01	\$20.82	\$21.65	\$22.51
3"	\$31.09	\$32.33	\$33.62	\$34.97	\$36.37
4"	\$66.25	\$68.90	\$71.65	\$74.52	\$77.50
6"	\$192.43	\$200.13	\$208.13	\$216.46	\$225.12
8"	\$410.08	\$426.48	\$443.54	\$461.28	\$479.73

Title 6 WATER AND SEWER FEES AND CHARGES

For purposes of Section 6.08.080 and the ord service area monthly fire service fees, the term "meter size" means the size of the backflow prevention check valve installed on the private fire service lateral and does not mean the size of the detector by-pass meter. If the customer or property owner can show the district, to the satisfaction of the district engineer, that the pipe after the check valve is of a different size than the check valve, then the district can adjust the monthly fire service fee in accordance with the pipe size.

(Amended during 3-02 supplement: Ord. 24 § 4c, 1993)

(Ord. No. 56, § 6, 5-19-2014; Ord. No. 58, § 4, 12-1-2014; Ord. No. 60, § 6, 3-12-2018)

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:

~~\$4,526.00 per EDU~~

Central Marina service area \$ 5,715 per EDU

Ord Community service area \$ 11,699 per EDU

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.

- B. The capacity charges adopted by this code shall each year, commencing on July 1, 2003, and continuing thereafter on each succeeding July 1st, be adjusted by an increment based on the change in the Engineering News Record 20-City Average Construction Cost Index over the prior year, using the index published for the first quarter of the calendar year, and rounded to the nearest twenty-five dollars. The board may, by resolution adopted before the effective date of any annual adjustment, determine that such adjustment shall not be effective for the next succeeding year, or that the adjustment shall be some other amount within the ranges set forth in this code.
- C. For each new or modified water service connection, the general manager shall determine the appropriate use type or types. If the general manager determines that a new or increased service connection involves more than one use, the general manager shall determine the capacity charge based on such multiple uses. Increased service at each service connection shall be based on Appendix C and shall be adjusted based on the difference between an existing use type and the proposed use type. A change of use following the existing use which results in a less intensive assigned water use shall not entitle the user to any refund of capacity charges previously paid. The general manager's determination may be appealed to the board pursuant to the procedures under Section 2.08.020.
- D. If connection is not made to the district's water or recycled water system within one year from the date a capacity charge is paid after the effective date of this provision, the difference between the amount of the capacity charge paid and the amount of the revised capacity charge in effect at the time of the connection shall be paid to the district before the connection is installed. No credit will be provided by the district if the capacity charge is reduced. No additional payment shall be required for connections

Title 6 WATER AND SEWER FEES AND CHARGES

for which connection charges are paid before the effective date of this provision. No service shall be provided through a connection for which the required capacity charge has not been paid.

- E. A parcel of land that has/had a water service connection to the district's potable and/or recycled water system, on record with the district, is considered to have capacity credit. A residential water service connection shall be deemed to have one EDU of water capacity unless the district has records which show a greater amount. Capacity for a commercial water service connection is determined by Appendix C. All capacity credit is restricted to the parcel of land with the existing water service connection and cannot be transferred from one parcel to another unless an agreement with the district was in effect prior to 13th day of December, 2012 the effective date of this ordinance or as follows:
1. A single owner of parcels which touch along a parcel line or at a point with one or more EDUs, can transfer capacity credit throughout those parcels only, and must indicate the specific capacity credit to the parcel at the time of modified service.
 2. If one parcel with one or more EDUs is subdivided into smaller parcels, the capacity credit shall be allocated to one parcel or divided between parcels in conjunction with the land use jurisdiction through the subdivision process. However, no less than one EDU may be allocated to any one parcel.

(Ord. 49 § 4 (part), 2007; Ord. 48 § 4 (part), 2007; Ord. 47 § 4 (part), 2007; Ord. 46 § 4 (part), 2007; Ord. 37 § 8, 2003; Ord. 36 § 8, 2002: amended during 3-02 supplement: Ord. 28 § 6(B)(1), 1995; Ord. 17 § 2.2, 1990)

(Ord. No. 51, § 6, 7-23-2008; Ord. No. 52, § 6, 8-10-2010; Ord. No. 55, § 4, 11-13-2012; Ord. No. 57, § 4, 5-5-2014)

6.08.100 Water consumption rates.

- A. Water consumption by District Customers shall be measured in units of one hundred cubic feet (seven hundred forty-eight gallons). The quantity charge for water consumption per one hundred cubic feet (HCF) shall be as follows:

Consumption	Charges (Effective January 1, 2019)	Charges (Effective January 1, 2020)	Charges (Effective January 1, 2021)	Charges (Effective January 1, 2022)	Charges (Effective January 1, 2023)
0—10 hcf	\$3.25 per hcf	\$3.38 per hcf	\$3.51 per hcf	\$3.65 per hcf	\$3.80 per hcf
10+ hcf	\$4.95 per hcf	\$5.15 per hcf	\$5.36 per hcf	\$5.57 per hcf	\$5.79 per hcf

Construction Water Depots (same as Temporary Water Service rates):

Minimum monthly charge	(Effective January 1, 2019)	\$102.28
Minimum monthly charge	(Effective January 1, 2020)	\$106.35

Title 6 WATER AND SEWER FEES AND CHARGES

Minimum monthly charge	(Effective January 1, 2021)	\$110.65
Minimum monthly charge	(Effective January 1, 2022)	\$115.10
Minimum monthly charge	(Effective January 1, 2023)	\$119.75
Monthly Quantity rate for each HCF (See above table for Consumption Rates)		

B. The quantity charge shall be increased in amount just sufficient to pay any utility tax or assessment levied on the district by the state, municipality or other government entity.

(Ord. 37 § 9, 2003: amended during 3-02 supplement: Ord. 32 § 5, 1998: Ord. 30 § 5, 1996: Ord. 28 § 6, 1995)

(Ord. No. 51, § 7, 7-23-2008; Ord. No. 52, § 7, 8-10-2010; Ord. No. 54, § 6, 6-14-2011; Ord. No. 56, § 7, 5-19-2014; Ord. No. 60, § 7, 3-12-2018)

6.08.110 Water demand management rates.

Water demand management rates are temporary surcharges that shall be implemented by the District in time of need to safeguard cost recovery. The demand rates shall provide sufficient revenues under various drought, water shortage, or demand reduction/restriction periods. The rates can either be implemented proactively (known shortage or drought) or reactively (wait and see if reductions are prolonged and whether existing reserves are sufficient). The District has the option of implementing either the monthly fixed rate surcharge based on meter equivalent (ME) or the monthly variable rate surcharge based on consumption (hundred cubic feet (hcf)) when required in time of need as determined by the Board in its discretion and will be as follows:

Effective January 1, 2019		
Reduction Level (estimated)	10%	20%
Fixed Rate Recovery Only (\$/ME)	\$3.95	\$6.51
Variable Rate Recovery Only (\$/hcf)	\$0.51	\$0.91

(Ord. No. 60, § 8, 3-12-2018)

Chapter 6.12 SEWER SERVICE CHARGES

[6.12.010 Monthly sewer rates and charges.](#)

[6.12.020 Capacity charge.](#)

[6.12.030 Industrial waste discharge permit.](#)

[6.12.040 Capacity charge for new and modified sewer service connection.](#)

[6.12.050 Wastewater collection rates.](#)

6.12.010 Monthly sewer rates and charges.

Minimum monthly sewer service charges shall be fixed by the board of directors from time to time and set forth by ordinance. The payment of charges shall be the responsibility of the owner. The board of directors by resolution shall establish such procedures for the billing and collection of charges as shall be deemed necessary and proper.

(Amended during 3-02 supplement: Ord. 34 § 80, 1998; Ord. 2 § 923, 1967)

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:

~~\$2,333.00 per EDU~~

Central Marina service area \$ 2,214 per EDU

Ord Community service area \$ 3,012 per EDU

- B. Connector element: Three hundred seventy dollars per EDU, charged only to properties which will be served by facilities not considered in the adopted facilities plan and which must be constructed by the district.
- C. The capacity charges adopted by this code shall each year, commencing on July 1, 2003, and continuing thereafter on each succeeding July 1st, be adjusted by an increment based on the change in the Engineering News Record 20-City Average Construction Cost Index over the prior year, using the index published for the first quarter of the calendar year, and rounded to the nearest twenty-five dollars. The board may, by resolution adopted before the effective date of any annual adjustment, determine that such adjustment shall not be effective for the next succeeding year, or that the adjustment shall be some other amount within the ranges set forth in this code.
- D. If connection is not made to the district's sewer system within one year from the date a capacity charge is paid after the effective date of this provision, the difference between the amount of the capacity charge paid and the amount of the revised capacity charge in effect at the time of the connection shall be paid to the district before the connection is installed. No credit will be provided by the district if the capacity charge is reduced. No additional payment shall be required for connections for which connection charges are paid before the effective date of this provision. No service shall be provided through a connection for which the required capacity charge has not been paid.

Title 6 WATER AND SEWER FEES AND CHARGES

(Ord. 49 § 4 (part), 2007; Ord. 48 § 4 (part), 2007; Ord. 47 § 4 (part), 2007; Ord. 46 § 4 (part), 2007; Ord. 37 § 10 (part), 2003: amended during 3-02 supplement: Ord. 28 § 6, 1995; Ord. 6 § 3, 1988)

(Ord. No. 51, § 8, 7-23-2008; Ord. No. 52, § 8, 8-10-2010; Ord. No. 57, § 5, 5-5-2014)

6.12.030 Industrial waste discharge permit.

The industrial waste discharge permit charge is forty-five dollars per year.

(Amended during 3-02 supplement: Ord. 6 Art. II § 3b, 1988)

6.12.040 Capacity charge for new and modified sewer service connection.

The sewer collection system element of the capacity charge for nonresidential units shall be based on "fixture units," as defined in the Uniform Plumbing Code, under the specified public or assembly uses, using the following guidelines:

- A. Twenty fixture units equal one EDU;
- B. The minimum charge for any connection to the public sewer system is one EDU;
- C. Fees shall be imposed at the time of connection to each structure for all plumbing fixtures on the customer's approved building plans, regardless of the number of fixtures installed at the time of the initial connection. Increased service shall be based on the Uniform Plumbing Code and shall be adjusted based on the difference between the existing fixture units and the proposed fixture units. A change of units following the project's initial fixture units, which results in fewer fixture units, shall not entitle the user to any refund of capacity charges previously paid.

Table 6.12.040 summarizes the sewer collection system charge.

<p>Table 6.12.040</p> <p>SEWER CAPACITY CHARGES</p> <p>Residential Units</p> <p>Sewer collection system capacity charge \$2,333.00 per EDU.</p> <p>Same charge per unit for single-family, multiple dwelling, condominium, trailer space, or mobile home.</p> <p><u>Central Marina service area sewer collection system capacity charge \$2,214 per EDU. Ord</u></p> <p><u>Community service area sewer collection system capacity charge \$3,012 per EDU.</u></p> <p><u>The per unit charge for single-family residential connection is 1 EDU.</u></p> <p><u>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 \$8,856 when the capacity charge per EDU is \$2,214 in the Central Marina service area or \$12,048 when the capacity charge per EDU is \$3,012 in the Ord Community service area.</u></p>

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 ~~twenty-nineteen fixture~~ units are equivalent to one equivalent dwelling unit (EDU). ~~For each~~A hotel/motel unit ~~a minimum of one EDU per room will be applied is nonresidential.~~

The sewer collection system capacity charge is collected at the ratio of one EDU per each ~~twenty~~ nineteen fixture units. For example, twenty-~~four~~ three fixture units equals one point two (1.2) EDUs for a capacity fee of ~~\$2,780.00~~ 2,679 when the capacity charge per EDU is ~~\$2,333.00~~ 2,214 in the Central Marina service area or ~~\$3,645~~ when the capacity charge per EDU is ~~\$3,012~~ in the Ord Community Area.

Each nonresidential connection is a minimum of one EDU.

- D. A parcel of land that has/had a sewer service connection to the district's sewer collection system, on record with the district, is considered to have capacity credit. A residential sewer service connection shall be deemed to have one EDU of sewer capacity unless the district has records which show a greater amount. Capacity for a commercial sewer service connection is determined on the basis of existing "fixture units." All capacity credit is restricted to the parcel of land with the existing sewer service connection and cannot be transferred from one parcel to another unless an agreement with the district was in effect prior to 13th day of November, 2012 the effective date of this ordinance or as follows:
1. A single owner of parcels which touch along a parcel line or at a point with one or more EDUs, can transfer capacity credit throughout those parcels only, and must indicate the specific capacity credit to the parcel at the time of modified service.
 2. If one parcel with one or more EDUs is subdivided into smaller parcels, the capacity credit shall be allocated to one parcel or divided between parcels in conjunction with the land use jurisdiction through the subdivision process. However, no less than one EDU may be allocated to any one parcel.

(Ord. 37 § 10 (part), 2003; Ord. 36 § 10, 2002; amended during 3-02 supplement: Ord. 12 § 2.1, 1989)

(Ord. No. 51, § 8, 7-23-2008; Ord. No. 52, § 8, 8-10-2010; Ord. No. 55, § 4, 11-13-2012; Ord. No. 57, § 6, 5-5-2014)

6.12.050 Wastewater collection rates.

Wastewater collection rates for all classes of customers within the District shall be as follows per month per equivalent dwelling unit (EDU), calculated using the table of user classifications and wastewater demand factors set forth in Appendix D of this code.

Title 6 WATER AND SEWER FEES AND CHARGES

\$15.37 per equivalent dwelling unit
(Effective January 1, 2019)

\$15.99 per equivalent dwelling unit
(Effective January 1, 2020)

\$16.63 per equivalent dwelling unit
(Effective January 1, 2021)

\$17.29 per equivalent dwelling unit
(Effective January 1, 2022)

\$17.98 per equivalent dwelling unit
(Effective January 1, 2023)

(Ord. 37 § 11, 2003; Ord. 36 § 11, 2002; amended during 3-02 supplement: Ord. 32 § 6, 1998; Ord. 26 § 6, 1994)

(Ord. No. 51, § 9, 7-23-2008; Ord. No. 52, § 9, 8-10-2010; Ord. No. 54, § 7, 6-14-2011; Ord. No. 56, § 8, 5-19-2014; Ord. No. 60, § 9, 3-12-2018)

Chapter 6.16 OTHER FEES AND CHARGES

[6.16.010 Charges for services common to water and sewer service.](#)

[6.16.020 Charges to schools, colleges, and state agencies.](#)

[6.16.030 Fee for completion of water assessment charges.](#)

6.16.010 Charges for services common to water and sewer service.

A. Plan review.

1. The district shall require a fee of two hundred dollars before undertaking a plan review/water conservation review for all existing residential modifications or additions and four hundred dollars for all existing commercial modifications or additions. The district shall require a fee of five hundred dollars before undertaking a plan review for a small project. For a large project, the district shall require a fee of five hundred dollars, plus an additional cost as determined by the district engineer, in order to recover the district's actual costs incurred for inspections, plan checks, administrative and legal costs. The applicant shall be advised before the additional cost is incurred and shall be given the option of withdrawing the plans or being billed for the additional cost.
2. The review is intended to provide: (a) an assessment of the proposed connection(s), and (b) an estimate of the development's impact on the district's facilities, (c) an estimate of fire flow rates in the vicinity of the project, and (d) a projection of the project's potential contribution to connection fees or reimbursement agreements.

B. Construction inspection.

1. The district shall require a deposit before undertaking a construction inspection check review of a proposed development. The fee shall be five hundred dollars for a large project, and four hundred dollars for a small project. A small project is defined as a single-family residence, duplex, etc. that is connecting to an existing main, with minimal on-site piping. A large project is defined as a subdivision, an apartment complex, a commercial development, or other project larger than a single-family home. If the construction inspection costs more than the fee, the applicant shall

Title 6 WATER AND SEWER FEES AND CHARGES

be advised before the additional cost is incurred and shall be given the option of withdrawing the plans or being billed for the additional cost.

2. The applicant will submit actual construction bid data. The submitted data shall be in a unit cost format and shall be certified by both the contractor and the applicant as being the actual costs incurred in furnishing and installing the water and sewer facilities. The water and sewer construction costs must be reviewed and accepted by the district.
 3. The applicant shall deposit the appropriate inspection fee with the district at the time that permits are issued. The district will charge expenses incurred in inspecting the project against this account. Should the district incur costs in excess of the amount deposited, the developer will be required to make additional deposits.
- C. Permit fees. Each water service or sewer lateral: thirty dollars. (Amended during 3-02 supplement: Ord. 21 § 6, 1991; Ord. 6 Art. II § 5, 1988)

6.16.020 Charges to schools, colleges, and state agencies.

Notwithstanding the foregoing, the capacity charge shall not apply to any of the following:

- A. Any school district;
- B. The county office of education;
- C. Any community college district;
- D. The California State University;
- E. The University of California; or
- F. Any state agency.

Except upon compliance with Section 54999.3 of the Government Code, including, if necessary, negotiation with the public agencies to which Section 54999.3 applies, and the board's ratification of a negotiated agreement pursuant to Section 54999.3, the board directs that each such agreement provide for an application of the capacity charge on a nondiscriminatory basis, based upon each entity's proportionate share of use of those facilities.

(Amended during 3-02 supplement: Ord. 6 Art. II § 6, 1988)

6.16.030 Fee for completion of water assessment charges.

- A. Collection of fee. The district shall collect a fee to pay the district's costs of preparing and providing a water supply assessment or water verification for a development pursuant to the applicable sections of the Water Code and the Government Code. Costs may include, but are not limited to, all consultant fees associated with the preparation of the documentation, district staff time to assist with, prepare or otherwise coordinate the completion of the documentation. If the water supply assessment or water supply verification is requested by the developer, the fee will be paid at the time of the request. If the water supply assessment or water supply verification is requested by a land use jurisdiction and the requesting jurisdiction collects the district-specified fee from the developer, the fee will be paid at the time of the request. If the requesting jurisdiction does not pay the fee at the time the water supply assessment or water supply verification is requested, the fee will be collected from the developer at the time of the first request for service or the first request for a plan review or water conservation review for the development.
- B. Calculation and payment of balance. The district will request payment and, if the water supply assessment or water supply verification is requested by the developer, will require payment of the estimated cost before preparing a water supply assessment or water supply verification. When the district submits the water supply assessment or water supply verification to the land use jurisdiction,

Title 6 WATER AND SEWER FEES AND CHARGES

the district will submit to the jurisdiction and the developer a final statement for all preparation costs. If the district has collected an estimated cost payment, the district will refund any balance remaining at the time of the final statement. If the district has not collected an estimated cost payment or if the costs exceed the estimated cost payment, the district will collect the balance before doing a plan review or water conservation review for the development.

- C. Notice of obligation. The district will record a notice of obligation at the Monterey County recorder's office against the property for any fee not collected at the time the water supply assessment or water supply verification is requested.

(Ord. 39 § 4 (part), 2004)

APPENDIX C*

* Adopted by Ordinance 37, as referenced in Section 6.08.090 of this code.

**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, ~~non-residential~~ uses. Each new or modified non-residential 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 non-residential 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 are determined considering estimated water use availability ~~and fire flow availability for various commercial 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)
=====			
Auto repair shops	sq. ft.	× 0.00007	= _____
Bar	seats	× 0.024	= _____
Beauty shop/barber shop	stations	× 0.059	= _____
Car wash w/recycle	sq. ft.	× *	= _____
Child Care	sq. ft.	× 0.0072	= _____
Commercial laundry	washers	× 0.1735	= _____
Delicatessen (w/o seating)	sq. ft.	× 0.00027	= _____
Dental offices	sq. ft.	× 0.00029	= _____
Dry Cleaners (no washer machines)	sq. ft.	× 0.00040	= _____
Gas station	pumps	× 0.1051	= _____

APPENDIX C*

General retail	sq. ft.	×0.00005	= <u> </u>
General office	sq. ft.	×0.00012	= <u> </u>
Grocery and other Markets	sq. ft.	×0.00039	= <u> </u>
Hotel/motel/bed & breakfast	units	×0.170	= <u> </u>
Laundromat (self-serve)	washers	×0.202	= <u> </u>
Medical offices	sq. ft.	×0.00018	= <u> </u>
Meeting halls, churches	sq. ft.	×0.0001	= <u> </u>
Nursing home	rooms	×0.142	= <u> </u>
Landscape (non-turf)	acres	×2.1	= <u> </u>
Landscape (turf)	acres	×2.5	= <u> </u>
Photographic lab	sq. ft.	×0.003	= <u> </u>
Plant nursery	sq. ft. land	×0.00009	= <u> </u>
Public restroom	toilets	×0.0676	= <u> </u>
Restaurant (incl. fast food, deli, sandwich shop)	seats	×0.029	= <u> </u>
Retail photo w/processing	sq. ft.	×0.00020	= <u> </u>
Swimming pool (per 100 sq. ft. pool surface area)		×0.020	= <u> </u>
Theater	seat	×0.0014	= <u> </u>
Veterinary	sq. ft.	×0.00026	= <u> </u>
Warehouse, distribution, self-storage	sq. ft.	×0.00001	= <u> </u>

APPENDIX C*

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

APPENDIX C*

<u>Type of Use</u>	<u>Basis</u>	<u>Assigned Water Use Rates By Acre-Ft</u>	<u>Total Water Use Per Annum (Acre-Ft)</u>
<u>Car Wash w/ recycle</u>	<u>sq. ft.</u>	<u>x *₋</u>	<u>≡ _____</u>
<u>Child Care</u>	<u>sq. ft.</u>	<u>x 0.0061</u>	<u>≡ _____</u>
<u>Dry Cleaners (onsite cleaning)</u>	<u>sq. ft.</u>	<u>x 0.00040</u>	<u>≡ _____</u>
<u>Gas Station (w/o minimart or restaurant)</u>	<u>pumps</u>	<u>x 0.1051</u>	<u>≡ _____</u>
<u>Gym, Health Club (w/o aquatics)</u>	<u>sq. ft.</u>	<u>x 0.00012</u>	<u>≡ _____</u>
<u>Hotel/Motel/Bed & Breakfast (Guest room portion only)</u>	<u>units</u>	<u>x 0.110</u>	<u>≡ _____</u>
<u>Laundromat (self-serve)</u>	<u>washers</u>	<u>x 0.202</u>	<u>≡ _____</u>
<u>Laundry - Commercial</u>	<u>sq. ft.</u>	<u>x *₋</u>	<u>≡ _____</u>
<u>Office - General (nonmedical, includes chiropractor)</u>	<u>sq. ft.</u>	<u>x 0.0001</u>	<u>≡ _____</u>
<u>Office - Government, Education</u>	<u>sq. ft.</u>	<u>x 0.000092</u>	<u>≡ _____</u>
<u>Office - Medical, Dental</u>	<u>sq. ft.</u>	<u>x 0.00016</u>	<u>≡ _____</u>
<u>Manufacturing (other than food, beverage, chemical)</u>	<u>sq. ft.</u>	<u>x 0.056</u>	<u>≡ _____</u>
<u>Manufacturing (food, beverage, chemical)</u>	<u>sq. ft.</u>	<u>x *₋</u>	<u>≡ _____</u>
<u>Meeting Halls, Churches, School Room</u>	<u>sq. ft.</u>	<u>x 0.000092</u>	<u>≡ _____</u>
<u>Nursing Home (care portion only)</u>	<u>bed</u>	<u>x 0.12</u>	<u>≡ _____</u>
<u>Laboratory</u>	<u>sq. ft.</u>	<u>x 0.000082</u>	<u>≡ _____</u>
<u>Laboratory - Photographic</u>	<u>sq. ft.</u>	<u>x 0.003</u>	<u>≡ _____</u>
<u>Landscape (non-turf)</u>	<u>acres</u>	<u>x 2.1</u>	<u>≡ _____</u>
<u>Landscape (turf)</u>	<u>acres</u>	<u>x 2.5</u>	<u>≡ _____</u>
<u>Plant Nursery</u>	<u>sq. ft.</u>	<u>x 0.00009</u>	<u>≡ _____</u>
<u>Public Restroom</u>	<u>toilets</u>	<u>x 0.058</u>	<u>≡ _____</u>

APPENDIX C*

<u>Restaurant (full service - 3 meals, dish washing)</u>	<u>sq. ft.</u>	<u>x</u>	<u>0.00125</u>	<u>=</u>	<u>_____</u>
<u>Restaurant (Fast-food/casual with onsite prep)</u>	<u>sq. ft.</u>	<u>x</u>	<u>0.00051</u>	<u>=</u>	<u>_____</u>
<u>Restaurant (take out w/ minimal onsite prep)</u>	<u>sq. ft.</u>	<u>x</u>	<u>0.00027</u>	<u>=</u>	<u>_____</u>
<u>Store - General Retail (Department Store)</u>	<u>sq. ft.</u>	<u>x</u>	<u>0.00005</u>	<u>=</u>	<u>_____</u>
<u>Store - Grocery and Markets</u>	<u>sq. ft.</u>	<u>x</u>	<u>0.00033</u>	<u>=</u>	<u>_____</u>
<u>Swimming Pool (per 100 sq. ft. pool area)</u>		<u>x</u>	<u>0.02</u>	<u>=</u>	<u>_____</u>
<u>Theater</u>	<u>seats</u>	<u>x</u>	<u>0.0012</u>	<u>=</u>	<u>_____</u>
<u>Veterinary</u>	<u>sq. ft.</u>	<u>x</u>	<u>0.00022</u>	<u>=</u>	<u>_____</u>
<u>Warehouse, Distribution, Self-Storage</u>	<u>sq. ft.</u>	<u>x</u>	<u>0.00001</u>	<u>=</u>	<u>_____</u>

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 ~~August 2002~~ October 2020 for a 1,000-sq. ft. office (assume only a single use) in Central Marina, multiply 1,000 by 0.00012 (from the table) and then by ~~\$11,0006,332~~. The resultant capacity charge ~~applied in August 2002~~ for this office in Central Marina would be \$1,320633.20.

* See manufacturer's recommendation.

(Ord. 50 § 4, 2007; Ord. 37, 2003)

Marina Coast Water District
Agenda Transmittal

Agenda Item: 11-B

Meeting Date: August 17, 2020

Prepared By: Keith Van Der Maaten

Approved By: Keith Van Der Maaten

Agenda Title: Consider Complaints Against Director Le for Alleged Violations of the Board Procedure Manual and Provide Direction to Staff

Staff Recommendation: That the Board consider complaints against Director Le for alleged violations of the Board Procedure Manual and provide direction to staff.

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

On July 20, 2020, staff received an email request from Director Zefferman (Attachment A) to consider censure of Director Peter Le for violation of Section 15 of the MCWD Board Procedures Manual, which states “Board Members shall refrain from publicly censuring or criticizing members of the District staff”. The alleged violation by Director Le occurred on or about July 4, 2020, when Director Le posted statements about District staff on a social media site known as “Nextdoor”. A copy of the posting is attached to the request from Director Zefferman.

Additionally, on July 29, 2020, staff received the attached email (Attachment B) from Richard Andazola, the District’s Teamsters Union Representative, stating “The Union demands Peter Le cease and desist in his attacks and bullying against our members, he apologize and rescind his false statements and that the District investigate and take all necessary action to insure Director Le stop these violations of conduct and that all affected employees are made whole in every way”. Earlier in the email, Mr. Andazola states, “Teamsters Local 890 hereby files a formal complaint and requests an investigation into this unacceptable behavior/attack on our members and the MCWD.” The email contains additional comments on the alleged violations of the Board Procedures Manual.

The Board has considered prior actions against Director Le for his treatment of District Employees. On January 6, 2014, an employee complaint was brought before the Board regarding Director Le. The Board voted to censure Director Le at the April 7, 2014 board meeting (Attachment C). Again, at the December 1, 2014 Board meeting, a separate employee complaint was made against Director Le and the Board voted not to censure Director Le (Attachment D).

Discussion/Analysis: Staff investigated the recent complaints and consulted with District’s special legal counsel, Liebert Cassidy Whitmore, regarding the appropriate steps in responding to the complaints. Based on California’s Brown Act, complaints against a public agency director, when considered by the public agency’s Board of Directors, must be conducted at a noticed public meeting in open session. Staff’s recommendation is to allow the complaining parties to speak to their complaints at this meeting and allow Director Le to respond. Following, staff recommends that the board consider the following options and provide direction to staff. If the Board adopts Options 1, 2, 3, and/or 4, that option(s) would be agendized for a future meeting:

- 1) Consider whether an additional investigation is needed or that the Board has sufficient information to provide direction to staff. If the Board determines that an additional investigation is needed, determine who should conduct the investigation.
- 2) Consider whether to censure Director Le.
- 3) Training for the Board.
- 4) Consider taking some other action(s) as determined by the Board.
- 5) Take No Action.

Environmental Review Compliance: None required.

Financial Impact: _____Yes X No Funding Source/Recap: None.

Other Considerations: None.

Material Included for Information/Consideration: Attachment A - Email request from Director Zefferman; Attachment B - Email from Richard Andazola, Teamsters Union Representative; Attachment C - April 7, 2014 Agenda Transmittal with adopted Resolution No. 2014-12; Attachment D - December 1, 2014 Agenda Transmittal; and, Attachment E - excerpt from the Board Procedures Manual on Sections 14 and 15.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

From: Matt Zefferman <DirectorZefferman@mcwd.org>
Sent: Monday, July 20, 2020 1:50 PM
To: Thomas Moore <directormoore@mcwd.org>
Cc: Keith Van Der Maaten <KVanDerMaaten@mcwd.org>; Roger Masuda <rmasuda@calwaterlaw.com>
Subject: Request for the board to consider censure of Director Le

Dear President Moore

Please see the attached request for the MCWD board to consider censure of Director Le for public comments criticizing district staff in violation of the Board Procedures Manual.

I understand that there is not enough time for this matter to be added to the agenda for tonight's meeting, but request it be added to the next public meeting of the full board.

Please let me know if you have any questions or concerns about the request. I have copied the district General Manager and Legal Counsel.

Matt

Matthew Zefferman
Director, MCWD Board
11 Reservation Road
Marina, CA 93933

Dr. Thomas Moore
President, MCWD Board of Directors
11 Reservation Road
Marina, CA 93933

20 July 2020

Dear President Moore:

I am writing to request that the Marina Coast Water District Board consider censure of Director Peter Le at the next available public meeting of the board for violation of Section 15 of the MCWD Board Procedures Manual which reads "Board members shall refrain from publicly censuring or criticizing members of the District staff." Section 41 of the Board Procedures Manual states that breaching the policies contained in Section 15 are grounds for censure.

I have enclosed a screenshot of a comment posted by Director Le on a public social media website called "Nextdoor" on 4 July. Nextdoor is a free social media platform that is open to the public. It bills itself as "the neighborhood hub for trusted connections and the exchange of helpful information, goods, and services." Nextdoor is different than many other social media sites in that information posted on Nextdoor is shared within a local geographic area. Nextdoor posts made from within the MCWD service area, like Director Le's, are publicly available to Nextdoor members residing in one or more Nextdoor-defined "neighborhoods." For example, Director Le's post can currently be viewed by Nextdoor members living in Nextdoor's "Central Marina" neighborhood, which, according to Nextdoor, has 1,879 members. Director Le's post can also be viewed in Nextdoor's "Marina Station" neighborhood, which Nextdoor reports having 1,147 members. These appear to be the two largest neighborhoods in the MCWD service area. It is also possible that Director Le's post can be viewed in more Nextdoor neighborhoods that I am unable to access.

In his post, Director Le writes that "on [sic] recent Board meetings, MCWD District staff did not rotate the roll call votes on motions" and "I believe staff tried inappropriately to manipulate and influence the Directors' votes on these motions."

Director Le also writes that "staff also manipulated the Board minutes to NOT include any comments that were either critical to [sic] the District or comments that showed errors, omission [sic], mistakes [sic] made by the District and/or staff."

Finally, Director Le writes that "District staff illegally recorded the Board discussions during closed session."

In this one social media post, Director Le publicly criticizes District staff by accusing them of manipulating board votes, manipulating minutes, and illegal behavior for allegedly recording closed session discussions at Board meetings.

Director Le does not provide any evidence for the many accusations in his post. For example, there is no evidence that staff has recorded closed session discussions. He does not provide any examples where votes were not rotated, let alone in a way to somehow manipulate board votes. He accuses the staff of manipulating the minutes. However, the board of directors approves all minutes and any board member, including Director Le, can request changes to the minutes before they are approved.

While the lack of evidence or justification for Director Le's criticisms makes his violations of board procedures all the more concerning, the board should consider that even if a director has legitimate evidence-based criticisms of District staff, the Board Procedures Manual states that the board member shall refrain from making their criticisms publicly.

Because of his violations of the Board Procedures Manual in improperly publicly criticizing members of the District staff, I request that board consider censure of Director Le at the next available public board meeting.

Sincerely,

Matt Zefferman
Director

Enclosure:

Screenshot of Director Le's 4 July social media post.

cc:

Keith Van Der Maaten, MCWD General Manager

Roger Masuda, MCWD Legal Counsel



Peter Le

Marina Station • 4 Jul



Have you watched the Board meetings of Marina Coast Water District lately? If you have not watched Marina Coast Water District (MCWD) Board meetings, you may want to watch the videos during the CORVID-19 pandemic. The videos of the Board meetings are available on MMCWD website at www.mcwd.org/governance_meetings.html

You may notice that, on recent Board meetings, MCWD District staff did not rotate the roll call votes on motions. Why did staff do this? I believe staff tried inappropriately to manipulate and influence the Directors' votes on these motions.

Additionally, the Board minutes were supposed to be action-type minute as directed by the Board; like action minutes of many other public agencies. But the Board minutes frequently included rosy comments to either District or staff and all comments that may involve potential litigation. Staff also manipulated the Board minutes to NOT include any comments that were either critical to the District or comments that showed errors, omission, mistakes made by the District and/or staff. I have pointed out several omissions and errors to the Board minutes in the past. But this practice never stopped and the Board minutes were still not an action-minute type.

Furthermore, District staff illegally recorded the Board discussions during closed sessions. I have informed the Board President, District Counsel, staff, and other attorneys of this matter. Why did MCWD staff want to record the Board closed-session discussions without expressed permission from the Board?

Does Marina Coast Water District Board of Directors continue to condone these practices?

The above comments are my own and they do not represent the views or opinions of any other individuals or any private or public organizations including Marina Coast Water District and its Board of Directors.

Posted to **Local & Regional Issues**

Paula Riso

From: Richard Andazola <randazola@local890.org>
Sent: Wednesday, July 29, 2020 2:20 PM
To: Thomas Moore
Cc: Paula Riso; Teo Espero
Subject: Formal Complaint/Request for formal investigation Re: Director Peter Le's Misconduct/Harassment/Retaliation

Thomas,

I am reaching out to you regarding a gross violation of the MCWD Board Procedure (Section 14-Code of Ethics E, F, G, L, M, Q and Q; And Section 15-Comments by Directors concerning District Staff Members), Article 4 of the CBA and Social Media Policy 3.11.

Specifically, on July 2, 2020, when Director Peter Le stated/posted false accusations against district staff members/Teamsters 890s members, Paula Riso and Teo Espero on Social Media (Next-door).

Next-door is a public social media blog Ms. Riso uses to communicate/connect with her friends, family and community. On July 2, 2020, Director Peter Le wrote lies about MCWD Staff, falsely accusing local 890 members of misconduct:

1. "on recent board meetings, MCWD District Staff did not rotate the roll call votes on motions."
2. "I believe staff tried inappropriately to manipulate and influence the Directors' votes"
3. "Board minutes frequently include rosy comments"
4. "Staff also manipulated the board minutes to NOT include any comments that were either critical to the District or comments that showed errors, omission, mistakes made by district and/or staff"
5. "Staff illegally recorded the board discussion during closed session", "why did MCWD staff want to record the Board closed-session without expressed permission"
6. "Does Marina Coast Water District Board of Directors continue to condone these practices"

-Peter Le

None of the statements made by Director Le are true and with a simple click of the link to meetings recorded and posted on the District's webpage, which Director Le included in his post, show that every accusation made was false.

These false statements violated the rules, policies, procedures of conduct of the MCWD and our CBA.

This behavior is unprofessional, is HARASSMENT and it must not be tolerated any longer.

Teamsters Local 890 hereby files a formal complaint and requests an investigation into this unacceptable behavior/attack on our members and the MCWD.

I will be representing local 890 in this matter, as such, please include me in any communications, interviews or meetings regarding this investigation.

We are aware that there will be differing opinions amongst elected officials as it is the nature of the democratic process. However, direct attacks on staff members and public slander against staff MUST not be accepted.

This type of behavior is an attempt to impede the democratic process and violates the core principles of our CBA, policies and procedures, put into place to protect employees from bullying.

Please take all measures necessary to protect Local 890 members from further bullying/slander.

The Union demands Peter Le cease and desist in his attacks and bullying against our members, he apologize and rescind his false statements and that the District investigate and take all necessary action to insure Director Le stop these violations of conduct and that all affected employees are made whole in every way.

I look forward to hearing the District's plan of action to stop this bullying and to make members whole for the violations/attacks on our membership.

Thank you

Richard Andazola, IBT, LU #890

(831)578-0220

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: April 7, 2014

Submitted By: Jeanine DeBacker
Reviewed By: Brian Lee

Presented By: Jeanine DeBacker

Agenda Title: Consider Adoption of Resolution No. 2014-12 to Censure Director Peter Le

Detailed Description: By this action, the Board will decide whether to proceed with censure of Director Peter Le for actions inconsistent with the Board's Policy Procedure Manual and California Government Code Section 54957.

At the January 6, 2014 meeting, Special Legal Counsel was directed to hire an investigator to investigate complaints against Director Peter Le.

On January 20, 2014, Anne Olsen was retained as the investigator. She was engaged to investigate allegations of inappropriate, unprofessional, and potentially harassing behavior and to act as a neutral fact-finder to conduct an independent fact investigation. Ms. Olsen began her investigation on January 21, 2014.

On March 3, 2014, Ms. Olsen presented the following findings to the Board:

1. Director Le violated the Board's policy and Government Code section 54957 at the December 2, 2013 board meeting.
2. Director Le violated the Board's policy and Government Code section 54957 at the December 16, 2013 board meeting.

Ms. Olsen was also asked to examine Director Le's information requests in advance of Board meetings; without more specific allegations, she was unable to conclude a violation had occurred. However, Ms. Olsen did suggest that Director Le and Interim General Manager Brian Lee work to "discuss how best the staff can meet Director Le's Request and for Director Le to learn how the staff operates and the limitations they have in meeting requests in the timeframe requested."

Finally, Ms. Olsen was asked to examine staff complaints that Director Le publicly made negative comments about staff that caused a downturn of staff morale. She found it "quite evident that staff do feel demoralized and are upset that none of the other board members have interceded." She noted that in the videos she reviewed, "several times Director Le would criticize staff and be dismissive of their comments. Board policies require that the directors be courteous, professional and respectful and Director Le should modify the tone of his statements in order to comply with Board policies."

Description of Proposed Action:

The proposed action is to determine if the other Board members wish to censure Director Le for his above described actions.

Censure is an official reprimand of a Board member by the Board, normally based on a violation of Board policy or other behavior considered inappropriate by the Board. The Board Procedures Manual provides that the Board may elect to publicly censure a Director for his conduct, as well as removing him from committees and positions for a limited period of time and/or limiting his ability to place items on the meeting agenda for a limited period of time. A majority vote is required to adopt a resolution or pass a motion for censure.

The Board has given Director Le adequate notice of the proposed action and an opportunity to respond. The Board should review this Transmittal and the proposed Resolution, memorandum from Special Legal Counsel dated January 29, 2014 and March 12, 2014, review the written report and presentation from Anne Olson, and decide whether the actions of Director Le support censure.

Environmental Review Compliance: None required.

Prior Committee or Board Action: The Board has discussed this item on January 6, February 3, March 3, and March 17, 2014.

Board Goals/Objectives: *Strategic Plan, Mission Statement - Providing high quality water, wastewater and recycled water services to the District's expanding communities through management, conservation and development of future resources at reasonable costs.*

Financial Impact: Yes No

Funding Source/Recap: N/A

Material Included for Information/Consideration: Resolution No. 2014-12; Memorandum from Special Legal Counsel dated January 29, 2014, and March 12, 2014, and Investigator's Final Report dated February 25, 2014.

Staff Recommendation: None.

Action Required: Resolution Motion Review

Board Action

Resolution No Motion By _____ Seconded By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

April 7, 2014

Resolution No. 2014-12
Resolution of the Board of Directors
Marina Coast Water District
Issuing Censure of Director Le

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on April 7, 2014 at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, Director Peter Le is a member of the Marina Coast Water District Board of Directors; and,

WHEREAS, after the December 2, 2013 and December 16, 2013 Board meetings, District employees complained of harassing, inappropriate and unprofessional conduct by Director Le during open session portions of the meeting, in particular when speaking from the dais; and,

WHEREAS, the complaints were directed at Director Le’s public comments directed to and regarding the job performance of the Interim General Manager and staff, requests for substantial amounts of information from staff without providing sufficient time for response and publicly complaining during the meetings about staff’s alleged failure to provide the requested information; and,

WHEREAS, the complaints identified Director Le’s statement from the dais during the regular Board meeting on December 2, 2013 wherein he alleged that the Interim General Manager had allegedly interfered with the District’s 2013 audit process; and,

WHEREAS, the complaints identified Director Le’s statement from the dais during the regular Board meeting on December 2, 2013 wherein he stated that staff had allegedly interfered with Director Le’s role as a member of the Ad Hoc Audit Committee; and,

WHEREAS, the complaints identified Director Le’s statement from the dais during the regular Board meeting on December 16, 2013 wherein he alleged that the Interim General Manager has no authority to present the District’s budget to the Fort Ord Reuse Authority (FORA) Water and Wastewater Oversight Committee; and,

WHEREAS, the complaints alleged that Director Le’s statements during open session, from the dais listed above, were part of a pattern of conduct by the Director with regard to his public statements about the Interim General Manager and staff and these behaviors have continued to the present time despite the disclosure of the nature of staff’s complaints since at least December 2013; and,

WHEREAS, staff had complained of harassing, inappropriate and unprofessional conduct by Director Le resulting in staff morale being negatively impacted; and,

WHEREAS, on January 6, 2014, the Board was asked by Counsel DeBacker to address staff's complaints; and,

WHEREAS, the full Board considered the seriousness of the complaints and directed Counsel DeBacker to hire a special investigator to determine if the complaints were valid; and,

WHEREAS, Counsel DeBacker contracted with the Anne Frassetto Olsen, J.D. to conduct an independent investigation based upon the complaints of staff and the video recordings of the December 2, 2013 and December 16, 2013; and,

WHEREAS, Director Le initially refused to meet with the investigator, instead appealing to the entire Board through repeated private emails, demanding a detailed list of information regarding the names of the complainants, questioning counsel's authority to investigate and specific policies violated; and,

WHEREAS, on March 3, 2014, Ms. Olsen presented her findings to the entire Board for consideration; and,

WHEREAS, the investigation concluded that Director Le did violate specific sections of the Board Procedures Manual; and,

WHEREAS, the investigation concluded that Director Le did violate staff's right to privacy per Government Code Section 54957; and,

WHEREAS, the Board is being asked to censure Director Le for actions that violated Sections 1, 5, 7, 13, and 15 of the District's Board Procedures Manual; and,

WHEREAS, the Board is also being asked to censure Director Le for actions that violated staff's right to privacy per Government Code Section 54957; and,

WHEREAS, censure is an official reprimand of a Board member by the Board; and,

WHEREAS, per Board Policy Manual Section 43, censure may include any or all of the following other actions, to be effective for a time determined by the Board:

- remove the offending Director from committees and representative positions to which the Director has been appointed or designated by the Board
- prevent the offending Director from placing items on the agenda without the specific advance authorization of the Board.

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

1. The Board confirms the Special Investigation determination that District staff brought forth valid complaints against Director Le; and,
2. Director Le violated the Board policies that require the Board of Directors to treat the District staff courteously and respectfully and to refrain from publicly censuring or criticizing staff; and,
3. The Special Investigator concluded that Director Le further violated the Interim General Manager's privacy rights per Government Code Section 54957; and,
4. Director Le shall refrain from engaging in similar conduct in the future.


PASSED AND ADOPTED on April 7, 2014 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors Gustafson, Shriner, Moore

Noes: Directors Le, Lee

Absent: Directors None

Abstained: Directors None



Thomas P. Moore, President

ATTEST:



Brian C. Lee, 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. 2014-12 adopted April 7, 2014.



Brian C. Lee, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-A

Meeting Date: December 1, 2014

Submitted By: Jeanine DeBacker
Reviewed By: Brian C. Lee

Presented By: Jeanine DeBacker

Agenda Title: Consider Adoption of Resolution No. 2014-49 to Censure Director Peter Le

Detailed Description: By this action, the Board will decide whether to proceed with censure of Director Peter Le for actions inconsistent with the Board's Policy Procedure Manual and California Government Code Section 54957.

Special Legal Counsel received a complaint regarding Director Peter Le's comments and conduct during a November 5, 2014 negotiation meeting between the District and the Monterey Regional Water Pollution Control Agency.

Special Legal Counsel communicated with four attendees of the meeting – District President Tom Moore, District Interim General Manager Lee, PCA Director Libby Downing (City of Monterey) and PCA General Manager Israel. Each attendee confirmed that during the meeting, IGM Lee sought to verbally correct a statement or assertion made by Director Le. In response, Director Le told IGM Lee to "Shut Up!" Three of the four attendees stated that Director Le also said, "You aren't even authorized to be here. I'm allowing you to be here!" and "I am a Director. You don't interrupt me." All of the witnesses said that the statements were yelled (or screamed) at IGM Lee. President Moore also confirmed that he had asked IGM Lee to attend the meeting.

In April 2014, Director Le was censured for inappropriate, unprofessional, and potentially harassing behavior towards District staff. An independent investigator (Anne Olsen) determined that Director Le's public comments had a demoralizing effect on staff. Director Le was reminded that Board policies require that the directors be courteous, professional and respectful.

Description of Proposed Action:

The proposed action is to determine if the other Board members wish to censure Director Le for his above described actions.

Censure is an official reprimand of a Board member by the Board, normally based on a violation of Board policy or other behavior considered inappropriate by the Board. The Board Procedures Manual provides that the Board may elect to publicly censure a Director for his conduct, as well as removing him from committees and positions for a limited period of time and/or limiting his ability to place items on the meeting agenda for a limited period of time. A majority vote is required to adopt a resolution or pass a motion for censure.

The Board has given Director Le adequate notice of the proposed action and an opportunity to respond. The Board should review this Transmittal and the proposed Resolution, memorandum

from Special Legal Counsel dated November 17, 2014 and presentation by Special Legal Counsel of that same date, and decide whether the actions of Director Le support censure.

Environmental Review Compliance: None required.

Prior Committee or Board Action: None.

Board Goals/Objectives: *Strategic Plan, Mission Statement - Providing high quality water, wastewater and recycled water services to the District's expanding communities through management, conservation and development of future resources at reasonable costs.*

Financial Impact: Yes No

Funding Source/Recap: N/A

Material Included for Information/Consideration: Special Legal Counsel memorandum dated November 17, 2014; and Resolution No. 2014-49.

Staff Recommendation: None.

Action Required: Resolution Motion Review

Board Action

Resolution No Motion By _____ Seconded By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

December 1, 2014

Resolution No. 2014-49
Resolution of the Board of Directors
Marina Coast Water District Issuing
Censure of Director Le

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regularly scheduled meeting duly called and held on December 1, 2014 at 211 Hillcrest Avenue, Marina, California as follows:

WHEREAS, Director Peter Le is a member of the Marina Coast Water District Board of Directors; and,

WHEREAS, after a November 5, 2014 negotiation meeting between the District and the Monterey Regional Water Pollution Control Agency, District staff complained of harassing, inappropriate and unprofessional conduct by Director Le during the meeting and directed at the Interim General Manager; and,

WHEREAS, Special Legal Counsel interviewed several participants of the meeting, and detailed her findings in a memorandum to the Board dated November 17, 2014 that included a summary of potential actions that the Board could elect to take; and,

WHEREAS, Special Legal Counsel presented her findings to the full Board in open session on November 17, 2014; and,

WHEREAS, a Board member requested that the matter of potential censure of Director Le be placed on the agenda for the next Board meeting; and,

WHEREAS, the Board is thus being asked to censure Director Le for actions that violated Sections 5 [Harassment-Free Work Environment], 13 [Communications] and 15 [Comments by Directors Concerning Staff Members] of the District’s Board Procedures Manual and for actions that violated the Interim General Manager’s right to privacy per Government Code Section 54957; and,

WHEREAS, censure is an official reprimand of a Board member by the Board; and,

WHEREAS, per Board Policy Manual Section 43 censure may include any or all of the following other actions, to be effective for a time determined by the Board:

- remove the offending Director from committees and representative positions to which the Director has been appointed or designated by the Board; and/or
- prevent the offending Director from placing items on the agenda without the specific advance authorization of the Board.

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

- 1) The Board confirms that District staff brought forth valid complaints against Director Le; and,
- 2) Director Le violated the Board policies that require the Board of Directors to treat the District staff courteously and respectfully and to refrain from publicly censuring or criticizing staff; and,
- 3) Director Le further violated the Interim General Manger's privacy rights per Government Code Section 54957; and,
- 4) Director Le shall be removed from all standing and ad-hoc committees he currently serves on; and,
- 5) Director Le shall be removed from all District representative positions he currently holds; and,
- 6) Director Le shall not serve as a representative of the District or on any committee of the District until the first regularly scheduled Board meeting of January 2016, when during the course of normal elections committee and representative nominations are considered; and,
- 7) Director Le is requested to refrain from engaging in similar conduct in the future.

PASSED AND ADOPTED on December 1, 2014, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors Shriner, Moore

Noes: Directors Le, Lee, Gustafson

Absent: Directors _____

Abstained: Directors _____

Thomas P. Moore, President

ATTEST:

Brian C. Lee, 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. 2014-49 adopted December 1, 2014.

Brian C. Lee, Secretary

14. Code of Ethics.

AB 1234 requires agencies to provide mandatory ethics training and develop compensation and reimbursement regulations for their agencies. Board members are required to complete an ethics training course every two (2) years. Newly elected and/or appointed Board members are required to complete the course within one (1) year of being sworn in and then follow the two (2) year refresher course time frame. The District encourages training as soon as reasonably possible.

The Board of Directors is committed to providing excellence in legislative leadership that results in the provision of the highest quality services to its customers. The Board and its individual members are expected to maintain the highest ethical standards, to follow District policies and procedures, and to abide by all applicable local, state, and federal laws. Board member conduct should at all times enhance the integrity and Mission of the District, and the confidence the public has in the District. In order to assist in the governance of the behavior between and among members of the Board, the following rules shall be observed:

- A. The dignity, style, values and opinions of each Director shall be respected.
- B. Responsiveness and attentive listening in communications is encouraged.
- C. The needs of the District's customers should be the priority of the Board.
- D. The primary responsibility of the Board is the formulation and evaluation of policy. All operational aspects of the District are the responsibility of the General Manager.
- E. Directors should commit themselves to emphasizing the positive.
- F. Directors shall commit themselves to focusing on issues and not on personalities.
- G. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree about ideas and opinions, but without being disagreeable. Once the Board takes action, Directors shall commit to supporting said action and not to creating barriers to the implementation of the action. Board approved committee members must take action in support of the Board's decision and not take action based on an individual view, position, or prior voting history on a matter, or any other reason in conflict with the Board's direction.
- H. Any concerns regarding a safety hazard should be reported to the General Manager at the earliest possible moment. Emergency situations should be dealt with immediately by seeking appropriate assistance.
- I. In seeking clarification for policy-related concerns, especially those involving issues related to personnel matters, legal actions, property, finance, projects or programs, a Director should confer directly with the General.
- J. When approached by an employee of the District concerning specific District management or operations, Board members should direct all inquiries to the General Manager.
- K. The work of the District is a team effort. All individuals should work together in a collaborative way, assisting each other in the conduct of the District's affairs.
- L. Directors should develop a working relationship with the General Manager so that current issues, concerns and District projects can be discussed comfortably and openly. However, a Director does not have the power to individually direct the work of the General Manager or the District staff. Only the Board itself has the power to direct

- the work of the General Manager and only the General Manager has the power to direct the work of the District staff.
- M. Directors should function as part of the whole. Issues should be brought to the attention of the Board as a whole, rather than to individual members selectively.
 - N. The Board as a whole is responsible for setting goals and objectives for the District in part by doing periodic strategic planning. Each Director is responsible for monitoring the District's progress in attaining these goals and objectives.
 - O. Harassment, in any form, will not be tolerated.
 - P. Directors shall protect confidential information of the District, its officers, employees, and customers from unauthorized disclosure or dissemination.
 - Q. Directors shall avoid and report conflicts of interest.
 - R. Directors should periodically avail themselves of available training for the exercise of oversight and supervision of management, the roles and responsibilities of Directors, how to understand budgets, how to monitor budget compliance, and how to work together as a team to solve problems.

15. Comments by Directors Concerning District Staff Members.

Board members shall refrain from publicly censuring or criticizing members of the District staff. Such criticism shall be given in private communications through the General Manager. Directors should also be aware that their free speech rights may be limited when it comes to certain information related to District staff. Examples of such information include employee medical information, employee disciplinary actions and specific compensation information regarding an employee. Directors should check with the General Manager before publicly revealing any information regarding specific District staff members that might be considered negative, slanderous, disrespectful or discriminatory.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 11-C

Meeting Date: August 17, 2020

Prepared By: Brian True

Approved By: Keith Van Der Maaten

Reviewed By: Michael Wegley

Agenda Title: Consider Adoption of Resolution No. 2020-52 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Shea Homes Limited Partnership for the Dunes on Monterey Bay Phase 2 East Development Project

Staff Recommendation: The Board of Directors adopt Resolution No. 2020-52 approving a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Shea Homes Limited Partnership for the Dunes on Monterey Bay Phase 2 East Development Project.

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

Shea Homes Limited Partnership (Developer) is preparing to continue the development of the Dunes on Monterey Bay Specific Area within the annexed Former Fort Ord area. Termed the Dunes on Monterey Bay Phase 2 East (Dunes 2 East) project, the Developer is proposing to construct 219 housing-units, a large naturally landscaped park, and streets and common areas within the broad area identified best by Exhibit B-2 within the attached draft Infrastructure Agreement. The project area may also be described as being bounded on the north by Imjin Parkway, on the east by the California/5th Avenue alignment, on the south by 8th Street, and on the west by the 3rd Avenue and Parkview/Moonshell parallel alignments. The City of Marina serves as the land-use jurisdiction over this development project. The Developer has deposited monetary resources with MCWD to conduct the preliminary work of their proposed development; their development account is in good-standing.

The City of Marina City Council adopted Resolution 2005-129 on May 31, 2005, to allocate and reserve water for all phases of the Dunes on Monterey Bay (formerly known as University Villages) overall project (see Exhibit A of the attached draft IA). The amount of water allocated to the Phase 2 East portion of the project is 46.3-AFY based on housing units and irrigated area estimations.

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

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

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

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

The Board of Directors is requested to approve this Infrastructure Agreement for the Shea Homes Limited Partnership for the Dunes on Monterey Bay Phase 2 East development project.

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

Financial Impact: Yes No Funding Source/Recap: None

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

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

Material Included for Information/Consideration: Resolution No. 2020-52; and, draft Infrastructure Agreement.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 17, 2020

Resolution No. 2020 - 52
Resolution of the Board of Directors
Marina Coast Water District

Approving a Water, Sewer, and Recycled Water Infrastructure Agreement Between
Marina Coast Water District and Shea Homes Limited Partnership for the
Dunes on Monterey Bay Phase 2 East Development Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 17, 2020, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Shea Homes Limited Partnership (“Developer”), a California limited liability partnership, has coordinated with the District on their Dunes on Monterey Bay Phase 2 East development project, consisting of new construction and related infrastructure, located within the former Fort Ord portion of the City of Marina; and,

WHEREAS, the City of Marina, acting as the land-use jurisdiction, has allocated by City Resolution No. 2005-129 a total water supply of 593-AFY (out of a total annual allotment of 1,325-AFY for incorporated former Fort Ord lands) to the overall project and 46.3-AFY to the Dunes 2 East project; and,

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure and Reimbursement Agreements between the Marina Coast Water District and the Shea Homes Limited Partnership for the Dunes on Monterey Bay Phase 2 East development project and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED August 17, 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. 2020-52 adopted August 17, 2020.

Keith Van Der Maaten, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

Dunes on Monterey Bay

Phase 2 East

DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE
AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS; ALLOCATIONS; DISTRICT’S ROLE; TERM OF THIS AGREEMENT4

2. DESIGN AND CONSTRUCTION REQUIREMENTS5

3. TEMPORARY IRRIGATION.....7

4. EXISTING WATER AND SEWER INFRASTRUCTURE/ANNEXATION9

5. DISTRICT TO SERVE DEVELOPMENT9

6. CAPACITY CHARGE.....10

7. PROVISION FOR NONPOTABLE WATER USE.....10

8. NON-COMPLETION OF PRIOR PROJECTS AND PHASES10

9. LICENSED CONTRACTOR10

10. PERMITS, EASEMENTS, AND RELATED COSTS.....11

11. FINAL INSPECTION AND REIMBURSEMENT OF DISTRICT COSTS.....11

12. UNDERGROUND OBSTRUCTIONS.....11

13. AS-BUILT PLANS, SPECIFICATIONS, VALUES, ETC.11

14. INDEMNITY, INSURANCE, AND SURETIES.....12

15. TRANSFER OF SYSTEM FACILITIES TO DISTRICT AFTER COMPLETION13

16. DEVELOPER ASSISTANCE13

17. WARRANTIES.....13

18. NO WATER, RECYCLED WATER AND SEWER SERVICE PRIOR TO COMPLETION AND
TRANSFER.....14

19. PERFORMANCE.....14

20. ASSIGNMENT15

21. DISPUTE RESOLUTION PROCEDURE15

22. WAIVER OF RIGHTS17

23. NOTICES.....17

24. SEVERABILITY17

25. PARAGRAPH HEADINGS.....17

26. SUCCESSORS AND ASSIGNEES188

27. INTEGRATED AGREEMENT18

28. NEGOTIATED AGREEMENT18

29. ATTORNEYS FEES18

30. EXHIBITS18

31. DISCLAIMER/INDEMNITY REGARDING PUBLIC WORKS.....18

32. NO THIRD PARTY BENEFICIARIES19

33. COMPLIANCE WITH LAWS.....19
34. COUNTERPARTS19

Exhibits

- EXHIBIT A – WATER ALLOCATION DOCUMENTATION**
- EXHIBIT B -- LEGAL DESCRIPTION**
- EXHIBIT C -- MAP OF DEVELOPMENT**
- EXHIBIT D -- INDEMINIFCATION AND INSURANCE REQUIREMENTS**

DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this _____ Day of _____ 20__ (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and **Shea Homes Limited Partnership, a California limited partnership, with its principal offices at 2630 Shea Center Drive, Livermore, California 94551**, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement, is **Dunes on Monterey Bay Phase 2 East**.

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

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

- a. “Agreement” means this Water, Sewer and Recycled Water Infrastructure Agreement as it may be amended from time to time in accordance with the terms and conditions hereof.
- b. “City” means the City of [5]/ and/or the appropriate Agency of Land Use Jurisdiction.
- c. “Contractor” means any contractor with which the Developer has a direct contractual relationship to perform any work under this Agreement.
- d. “Development” means that certain property located at [6] and legally described in Exhibit “B” and shown on the map at Exhibit “C.”
- e. “Facilities” shall mean those certain infrastructure improvements and system provided for in this Agreement and as approved by District as part of its review of the Development plans, Facilities shall include, but not be limited to, pipes, pumps, electrical and instrumentation and controls.
- f. “Procedures” means the District’s *Procedure Guidelines and Design Requirements*.
- g. “Standards” means the District’s *Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities*.
- h. “Water Allocation” means the total water allocated by the City/Land Use Jurisdiction for the Development as documented in Exhibit “A” and described in Exhibits “B” and “C”.
- i. “FORA” means Fort Ord Reuse Authority or successor agency.

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that as a condition precedent for the performance of the District's obligations hereunder, Developer must provide proof to the satisfaction of the District that the City has approved the allocation of water capacity for the Development from the water and recycled water capacity allocated to the City by the Fort Ord Reuse Authority (FORA). The potable water allocation for this project phase covered by this Agreement is 46.3-AFY. The water allocation for the overall development project is 593-AFY. Notwithstanding, neither the City nor the District may approve water allocations that exceed the allocations set by FORA or other appropriate agency of land use jurisdiction.

1.3 Sewer Capacity. The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey One Water (M1W) Regional Interceptor System which discharges to the M1W Wastewater Treatment Plant (WWTP). Capacity within the WWTP for the Development must be coordinated with M1W. To the extent possible within the Ord Community, the District will allocate its existing pre-paid WWTP Capacity to the Development. If additional WWTP Capacity is required for the Development, the Developer shall purchase the capacity from the M1W at the Developer's sole expense, and shall provide proof of payment for that capacity right to the District at the time the sewer infrastructure is conveyed. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity by either City or District other than as currently established by the type and density of development as included in the FORA Consistency Determinations or other appropriate agency of land use jurisdiction.

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

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) four (4) years thereafter or (b) upon completion by the Developer and acceptance by the District of all facilities required by this Agreement and the required warranty period, whichever occurs first, unless terminated sooner as provided in section 17 of this Agreement.

2. Design and Construction Requirements

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

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

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

2.1.3 The Developer shall comply with most recent District Code in effect at the time of construction including, but not limited to, section 4.28 *Recycled Water*. More specifically, section 4.28.010 *Applicability* states that "[T]his chapter applies to publicly owned properties, to commercial, industrial and business properties, and to other such properties as may be specified from time to time by Marina Coast Water District ... " Section 4.28 does not require the use of recycled water for irrigation to privately owned residential lots. Improvement plans for the Development must contain recycled water lines to serve common areas and other non-residential lot irrigation within the Development. The Developer and the District will cooperatively identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout. The Developer, or its successors or assignees (such as an owners association), will assist MCWD to obtain all required permits for the on-site use of recycled water. This shall include but is not limited to, complying with the California Department of Health Services, the State of California Regional Water Quality Control Board and other regulatory agency requirements prior to constructing any recycled water facilities.

2.1.4 The District shall have the right to inspect the construction of the facilities and verify that construction conforms to the Development plans and specifications. District's right to inspect extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District shall also have the right to inspect special fixtures including, zero water use urinals, hot water recirculation systems, etc. The District's right to inspect does not in any way eliminate or supersede any inspection obligations by the City. The District will inform the Developer of required field changes. The Developer shall be responsible for obtaining all easements outside publicly dedicated rights of way. Upon receipt of recorded private easements to serve the Development in accordance with the plans and specifications approved by the District, the District will quitclaim any easements not required to serve the Development and not required by the District.

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

2.1.6 The Developer, on a phased basis, agrees to pay all fees and charges, including additional plan check fees and construction inspection fees as required by the District for the Development. These fees will be determined by the District at the time the fees are due and payable. The District may also require a prepaid fee to cover staff time before preliminary level or concept level plan check begins. (See *Procedures* section 100.6.2) If

the District Engineer determines consultant assistance is required for plan check review or portion thereof, the Developer agrees to prepay the additional plan check fees if that cost exceeds the balance on the initial deposit. The District shall obtain the Developer's written approval for any costs in excess of this amount, for which approval shall not be unreasonably withheld. Upon the execution of this Agreement by both parties, the Developer shall deposit with the District the applicable administration and plan check fees. Any surplus fees shall be returned to the Developer, or at Developer's request, held by the District and used to pay subsequent fees, e.g., construction inspection fees.

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

3. Temporary Irrigation

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

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

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

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

3.2.4 Developer shall design the temporary irrigation networks with the piping and

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

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

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

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

3.5 Developer agrees to pay all costs-to-connect as a condition precedent to MCWD's obligation to install the meter required to serve water to the temporary irrigation network. Costs to connect for a temporary irrigation network include, but are not limited to, the meter installation fee (which includes the cost of the meter itself), a water permit fee, a backflow prevention program fee (all at the then-existing rates), and the payment of a special connection fee. These costs-to-connect are due prior the installation of water meters. The special connection fee shall be in the exact amount of the Water capacity charge that would otherwise be assessed to the identical permanent irrigation network with the magnitude of the special connection cost determined in identical fashion. The current Water capacity charges, as of January 1, 2020, for water services in the Ord Community service area is \$8,010 per EDU. District's Board of Directors reserves its right to review and revise these cost-to-connect fees and charges from time to time subject to applicable law and MCWD's approval procedures for such charges. Developer agrees to pay the costs-to-connect in effect at the time of providing services.

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

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

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

4. Existing Water and Sewer Infrastructure/Annexation

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

4.2 Annexation. Developer acknowledges that the Development must be annexed into the District's jurisdictional boundaries. In exchange for the District's commitments to provide the services specified herein to the Development, the Developer, and its successors and assigns, hereby irrevocably consent to the annexation of the Development to the District. The terms and conditions of this section of the Agreement supersedes interpretations of MCWD Water Code section 3.08.060.D. Developer shall cooperate in all manner with the requests of the District, the Monterey County Local Agency Formation Commission ("LAFCO"), or any other public agency in any proceedings to annex the Development to the District. The Developer shall be responsible for preparing all studies, maps, legal descriptions, and other documents required by LAFCO in connection with the annexation process, including the efforts to comply with CEQA requirements. The Developer shall also be responsible for any engineering, legal and publication costs and all other charges which may be incurred by the District in preparing and examining maps, legal descriptions and other documents in relation thereto, and other expenses regularly incurred in connection with the annexation of the Development into the District. Expressly, the Developer shall be responsible for paying all LAFCO and State Board of Equalization fees and costs or any other fees in connection with the annexation. District, in its discretion, may require Developer to provide a deposit at the commencement of the annexation process for District's cost reimbursements described herein. District may require Developer to replenish the deposit within thirty (30) days of written notice. The Developer shall indemnify and defend the District from all legal actions in relation to the annexation.

5. District to Serve Development

5.1 District will deliver water, recycled water and provide sewer service to the Development after final Board Acceptance of the conveyance of the facilities and final Board Acceptance of the facilities (see *Procedures* section 300.25). Thereafter, the District will bill and serve the end-user(s) directly. The Developer shall pay the prepayment of applicable meter fees and Capacity Charges, cross connection charges, and all other applicable fees and charges for service on the

former Fort Ord (or City, as the case may be). Once the applicable fees and charges are determined and paid in full, the District will immediately begin water service with the installation of the water meter(s). The District shall provide sewer service upon installation of water meters and payment of all applicable fees. The District's obligations in this section are subject to District's rules, regulations, policies and ordinances, which may be updated from time to time.

6. Capacity Charge

6.1 The current capacity charges, as of 8/ 17 / 2020 for water and sewer services are \$8,010 per EDU and \$3,322 per EDU, respectively. These charges are due prior the installation of water meters. The District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District's approval procedures for such charges. Developer agrees to pay the capacity charge in effect at the time of providing services.

7. Provision for Non-Potable Water Use

7.1 Based upon existing studies, the District does not have sufficient existing firm water supplies to meet the water demands of projected developments within the District's service area. Therefore, improvement plans must be compatible with and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations. District is in the process of finalizing a recycled water augmentation project which is anticipated to come online on or about March, 2022.

7.2 Developer, and its successors or assignees (such as an owners association), agrees to take recycled water for non-potable use if and when it becomes available, which as set forth above is anticipated to be on or before March, 2022. The District shall establish a separate cost for recycled water in the same manner that it establishes the cost of potable water. Developer, or its successors or assignees agree that the District-established cost will be paid by the recycled water customers.

8. Non-Completion of Prior Projects and Phases

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

9. Licensed Contractor

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

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

10. Permits, Easements, and Related Costs

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

11. Final Inspection and Reimbursement of District Costs

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

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

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

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

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

11.1.1 One set each of Mylar drawing prints and AutoCAD digitized files of the

improvement plans, which show all of the facilities, and one hardcopy and one electronic copy of the specifications, and one hardcopy and one electronic copy of any contract documents used for the construction of the water, sewer and recycled water system facilities. Scanned and signed copies in Adobe Acrobat format are also required.

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

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

14. Indemnity, Insurance, and Sureties

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

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

14.3 Developer shall furnish the District with a Warranty bond or other surety instrument satisfactory to the District in the amount equal to twenty percent (20%) of the actual construction costs to secure the Developer's performance under Section 15, Warranties.

14.4 Submittal of Insurance Certificates and Surety - The required insurance certificates shall be delivered prior to commencement of construction. The required performance and payment surety shall be delivered to the District prior to District approval of plans and specifications. No work may be commenced under this Agreement unless and until all required insurance certificates and performance and payment sureties are submitted to and approved by the District. The

Warranty surety shall be provided prior to the District's acceptance of the facilities, and shall remain in effect for the duration specified in Section 15.1.

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

15. Transfer of System Facilities to District after Completion

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

16. Developer Assistance

16.1 Developer shall, both before and after the transfer, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance of the facilities.

17. Warranties

17.1 Developer hereby warrants that as of the time of the District's acceptance of the conveyance of the facilities (or when Developer thereafter completes the installation of any works or components subsequently installed, repaired, or replaced) the facilities and all components thereof, will be in satisfactory working order and quality and free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier; and that the facilities and all components thereof have been constructed and

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

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

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and
- (3) Enforce all warranties for the benefit of the District, if directed by the District.

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

17.3 This Section 15 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud.

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

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

19. Performance

19.1 Developer agrees to promptly design and construct the facilities and, transfer the same to the District in accordance with the terms of this Agreement. If construction of the facilities have not been completed and accepted by District within **forty-eight (48)** months from the date of

execution of this Agreement (such date may be extended for delays beyond Developer's control and without the fault or negligence of the Developer or any Contractor or subcontractor or supplier at any tier, but in no event shall such delay exceed twelve (12) additional months), the District shall have the option to terminate this Agreement. If construction on any phase is not complete within **forty-eight** months or as extended as provided above, then an Amendment to this Agreement will be necessary to address each such phase, which shall incorporate the policies, fees and charges of the District then in effect as of the effective date of said Amendment. Subsequent phases also may at District's discretion be addressed by Amendment(s) to this Agreement.

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

20. Assignment

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

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

21. Dispute Resolution Procedure

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

21.2 Prevention of Disputes/Meet and confer - The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three (3) calendar days of the initial request. If the dispute cannot be negotiated between the parties, the matter shall first be brought to the attention of the District's Board of Directors at the first available regularly scheduled Board Meeting. As a contract dispute, the matter shall be considered by the District Board of Directors in closed session under the Brown Act without the Developer or Contractor in attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 19.3 below.

21.3 Mediation - Either party may demand, and shall be entitled to, mediation of any dispute arising under this agreement at any time after completing the meet and confer process described in subsection 19.2. Mediation shall commence not more than ten (10) days after the initial mediation demand and must be concluded not more than thirty (30) days after the date of the first

mediation demand. If mediation is not concluded within that time, then either party may demand arbitration as set forth in Section 19.4.

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

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

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

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

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

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

NOTICE: IN AGREEING TO THE FOREGOING PROVISION, YOU ARE WAIVING YOUR RIGHT TO HAVE YOUR RIGHTS UNDER THIS AGREEMENT TRIED IN A COURT OF LAW OR EQUITY. THAT MEANS YOU ARE GIVING UP YOUR RIGHT TO TRIAL BY JUDGE OR JURY. YOU ARE ALSO GIVING UP YOUR RIGHT TO DISCOVERY AND APPEAL EXCEPT AS PROVIDED IN THE ARBITRATION RULES. IF YOU REFUSE TO ARBITRATE YOUR DISPUTE AFTER A PROPER DEMAND FOR ARBITRATION HAS BEEN MADE, YOU CAN BE FORCED TO ARBITRATE OR HAVE AN AWARD ENTERED AGAINST YOU BY DEFAULT. YOUR AGREEMENT TO ARBITRATE IS VOLUNTARY.

BY INITIALING THIS PROVISION BELOW, THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING ARBITRATION PROVISIONS AND AGREE TO SUBMIT ANY DISPUTES UNDER THIS

AGREEMENT TO NEUTRAL BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.

MCWD 's INITIALS _____

SHEA's INITIALS _____

22. Waiver of Rights

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

23. Notices

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

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

To Developer: **Shea Homes Limited Partnership**
2630 Shea Center Drive
Livermore, CA 94551
Attn: Don Hofer

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

24. Severability

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

25. Paragraph Headings

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

26. Successors and Assignees

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

27. Integrated Agreement

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

28. Negotiated Agreement

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

29. Attorneys Fees

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

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

30. Exhibits

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

31. Disclaimer/Indemnity Regarding Public Works

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

Developer does not pay prevailing wages, and an action or proceeding of any kind or nature is brought against the District based on such failure, Developer will defend and indemnify District in the action or proceeding. District agrees to reasonably cooperate and assist Developer in any the defense of any such action.

32. No Third Party Beneficiaries

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

33. Compliance with Laws

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

34. Counterparts

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

DRAFT

Signature Page

By: SHEA HOMES Limited Partnership,
A California limited partnership

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: MARINA COAST WATER DISTRICT

General Manager
Marina Coast Water District

EXHIBIT A

WATER ALLOCATION DOCUMENTATION

DRAFT

RESOLUTION NO. 2005-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA MAKING FINDINGS AND DETERMINATIONS PURSUANT TO CALIFORNIA WATER CODE SECTION 10911(c) AND CALIFORNIA GOVERNMENT CODE SECTION 66473(b)(3), AND RESERVING AND ALLOCATING WATER SUFFICIENT TO SERVE THE MCP DEVELOPMENT.

WHEREAS, the City Council of the City of Marina, California (the "City"), did on the 31st day of May, 2005, hold a duly-noticed public hearing, continued from the 17th day May 2005, to consider approval of the University Villages Specific Plan and related approvals consisting of a General Plan Amendment, Tentative Map, Design Review for Phase 1 Improvements, Tree Removal Permit, Zoning Map Amendment and a development agreement between the City and Marina Community Partners, LLC, covering the development of approximately 390 acres of the approximately 420 acre area covered by the Specific Plan controlled by Marina Community Partner, LLC (the "Development Agreement") (collectively, the "Project") (that portion of the Project controlled by Marina Community Partners, LLC, and to be developed in accordance with the Development Agreement is hereinafter referred to as the "MCP Development" and the remaining portion of the Project is referred to as the "Other UV Specific Plan Development"); and

WHEREAS, the Planning Commission of the City of Marina, California, did on the 5th day of May, 2005, hold a duly-noticed public hearing, continued from the 14th day of April, 2005 and a work session, on the 23rd day of April 2005, recommend approval, subject to conditions, of the University Specific Plan and other entitlements; and

WHEREAS, said University Villages Specific Plan has complied with the requirements of the California Environmental Quality Act of 1970, California Public Resources Code section 21000 et seq., in that the City of Marina has prepared and certified the University Villages Specific Plan Environmental Impact Report (SCH No. 2004091167); and

WHEREAS, the city has been allocated 1,325 acre feet of potable water annually under the Fort Ord Reuse Plan adopted by the Fort Ord Reuse Authority ("FORA") to serve property within the City that is also within the Fort Ord Reuse Plan planning area (the "FORA Allocation"); and

WHEREAS, in connection with the preparation of the University Villages Specific Plan Environmental Impact Report, on October 18, 2004 the City requested the Marina Coast Water District ("MCWD") to prepare a water supply and demand assessment and written verification of sufficient supply in compliance with Sections 10910 through 10912, inclusive, of the Water Code, and Sections 65867.5 and 66473.7 of the Government Code, respectively, to evaluate whether sufficient potable water will be available to serve the water demands associated with the Project, including, but not limited to, the MCP Development to be

developed by Marina Community Partners, LLC, and its successors and assigns, under the Development Agreement (the "University Villages WSA"); and

WHEREAS, acting on the City's request, the MCWD did prepare the University Villages WSA, attached hereto as Exhibit A, which document was approved by the MCWD's governing body, in accordance with California Water Code section 10910(g)(1), following public hearings held on the 12th day of January 2005 and continued to the 26th day of January 2005; and

WHEREAS the University Villages WSA has been considered by the City, along with those documents included in the administrative recorded and listed on the attached Exhibit B, and a true and correct copy thereof included in the University Villages Specific Plan Environmental Impact Report, in accordance with California Water Code sections 10911(b-c).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marina, as follows:

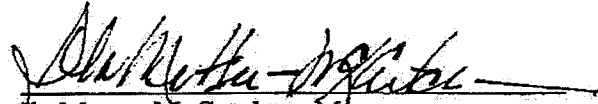
1. That the above recitations are true and correct, incorporated herein by this reference, and constitute findings of the City Council in this matter;
2. That, in accordance with California Water Code section 10911(c) and in light of those considerations set forth in the attached Exhibit B and Exhibit B-1, the City Council hereby finds that, based on the entire record, projected water supplies will be sufficient to satisfy the demands of the Project, in addition to existing and planned future uses;
3. That, in accordance with California Government Code section 66473.7(b)(3) and in light of those considerations set forth in the attached Exhibit B and Exhibit B-1, the City Council hereby finds that, based on the entire record, in addition to overstating the Project's and the MCP Development's water demands, the University Villages WSA failed to account for additional water supplies that are, or will be, available prior to completion of the MCP Development subdivision that will satisfy the requirements of Government Code section 66473.7.
4. The City Council determines that the evidence in the records constitutes substantial evidence to support the actions taken and findings made in this Resolution.
5. That the City Council does hereby irrevocably reserve and allocate 593 acre feet annually of the FORA Allocation to that 390 acre portion of the Project covered by the Development Agreement and controlled by Marina Community Partner's LLC, its successors and assigns, to serve the MCP Development;
6. That the allocation of water under this resolution is deemed to be sufficient to meet the water demands associated with the full build-out of the MCP Development in a manner consistent with the Specific Plan and the Development Agreement, as described in the attached Exhibit B.

PASSED AND APPROVED by the City Council at a regular meeting of May 17, 2005 and continued to May 31, 2005, by the following vote

AYES, COUNCIL MEMBERS: Gray, Morrison, Wilmot, McCall and Mettee-McCutchon

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None


La Mettee-McCutchon, Mayor

ATTEST:



Joy P. Junsay, City Clerk/Secretary

EXHIBIT B

Finding 1:

In accordance with California Water Code section 10911(c), the City hereby determines, based on the entire record, that projected water supplies will be sufficient to satisfy the demands of the Project, in addition to existing and planned future uses.

Finding 2:

In accordance with California Government Code section 66473.7(b)(3), the City Council hereby determines, based on the entire record, additional water supplies not accounted for by the Marina Coast Water District ("MCWD") in its WSA issued for the University Villages Specific Plan are, or will be, available prior to completion of the MCP Development subdivision that will satisfy the requirements of Government Code section 66473.7.

Evidence in Support of Findings:

Background

Following its determination that the Project is subject to the requirements of SB 610 (California Water Code section 10910 *et seq.*), and SB 221 (California Government Code section 66473.7), the City identified the Marina Coast Water District (MCWD) as the relevant public water system that may supply water for the Project and, on October 18, 2004 requested MCWD to prepare a water supply assessment and written verification of supply to determine whether projected water supplies will be sufficient to serve the Project and the MCP Development, in addition to existing and planned future uses, as required by Water Code section 10910 and Government Code section 66473.7.

Pursuant to Water Code section 10910(g), on January 26, 2005, MCWD approved the Water Supply Assessment and Written Verification of Supply for the Proposed University Villages Specific Plan Development and Marina Community Partners Project ("University Villages WSA"). The University Villages WSA concluded that the MCP Development is, according to MCWD, expected to consume approximately 732 acre-feet of water per year ("AFY"). The University Villages WSA also concluded that additional development within the University Villages Specific Plan area is expected to consume approximately 124 AFY, bringing total expected water demand for the entire Project to approximately 856 AFY. The University Villages WSA estimated that of the City's existing 1,325 AFY water allocation from the Fort Ord Reuse Authority ("FORA") to the City of Marina for use on the former Fort Ord, approximately 694 AFY remains available to serve Fort Ord development within the City's jurisdictional boundaries. Accordingly, the University Villages WSA determined that (1) there is 162 AFY shortfall in water supplies necessary to serve buildout of the Project, and (2) there is a 38 AFY shortfall in water supplies necessary to serve the MCP Development.

Water Code section 10911(c) requires the City to make its own determination, based on substantial evidence in light of the entire record, whether there is a sufficient projected water

supply available to satisfy the demands of the Project, in addition to existing and planned future uses. When considered in light of the entire record, the City concludes that such water supply is available because, as explained below, (1) appropriate water demand factors for the Project indicate that the Project will consume less water than that amount assumed by the University Villages WSA, and (2) the planned MCWD Regional Urban Water Augmentation Project (Augmentation Project) will, when implemented, provide an additional 2,400 AFY for uses on the former Fort Ord, the City's share of which will be sufficient to serve the Project water demand, in addition to existing and planned uses. On May 26, 2004 MCWD approved the Notice of Determination for the Augmentation Project Final EIR, previously certified on October 27, 2004.

Revised Demand Factors

Based on the information and analysis contained in *Information Sources, Procedures and Comparisons, Water Demand Estimates for the University Villages Project, Marina, California*, prepared by RBF Consulting (the "RBF Report"), it is apparent that that water demand factors used by MCWD and incorporated into the University Villages WSA to determine the overall water demand associated with both the Project and the University Villages Specific Plan area are inappropriate because they do not reflect actual planned demand for the Project and the University Villages Specific Plan.

There are several errors in the water demand methodology relied upon in the University Villages WSA. First, as explained in the RBF Report, the University Villages WSA's methodology for calculating exterior non-residential water demand estimates is inaccurate because it calculates unit water demands as "Interior SF Demand Fac" by multiplying a unit factor by the proposed interior square footage for each land use. Second, the University WSA determines a Total Demand in acre feet per year for the exterior water demand on a Total Planning Area basis. The University Villages WSA roughly adopts the Project projections for percent turf and ornamental coverages, although the Project actually makes individual estimates of the exterior water demands based on the planned parcel acreage proposed for each land use. Third, in connection with estimating exterior water demand, the University Villages WSA evenly applies these values throughout the planning area, thus eliminating independent consideration of exterior water demand on per parcel basis. In short, the WSA assumes that, as to exterior water demands, one size fits all.

RBF's analysis (or the "project analysis," as described in the RBF Report), on the other hand, determines exterior water demands on a per parcel basis, adjusted for planned recycled water usages. This figure is subtracted from total water demands for each land use based on the unit water demands recommended by MCWD's own guidelines to determine interior water usages. By individualizing exterior demands based on planned parcel acreages for each land use, the RBF analysis provides a more accurate estimate of actual water demands associated with the Project. Based on the demand factors described in the RBF Report, the Project will have an estimated overall water demand of 701 AFY, rather than the 856 AFY demand assumed by the University Villages WSA, as shown on the attached Exhibit B-1. Based on the demands factors described in the RBF Report, the MCP Development portion of the Project will have an estimated overall water demand of 593 AFY, rather than the 732 AFY assumed by the University

Villages WSA. Table 1, below, compares current available supply against the total overall water demand (based on demand factors set forth in the RBF Report) of (1) existing uses within the City's portion of former Fort Ord, (2) approved uses within City's portion of former Fort Ord (i.e., the Marina Heights project), and (3) the MCP Development. According to Table 1, when appropriate demand factors are implemented, it is projected that the City has sufficient available potable and or recycled water to serve the MCP Development, in addition to existing and approved uses on the City's portion of former Fort Ord, and the residual net surplus amount of 187 AFY could supply the remainder of the Project (which requires 108 AFY) or such other priority uses as determined by the City Council.

Total Available Supply	1,325 AFY
Less Total Demand of Existing Development on Fort Ord Within City	(253 AFY)
Less Total Demand of Approved Marina Heights Project	(292 AFY)
Less Total Demand of MCP Development	(593 AFY)
Net Surplus of Available Supply	187 AFY

Table 2, below, compares the 187 AFY net surplus available supply, as shown in Table 1, above, against the Other UV Specific Plan Development and the total projected demands of future planned uses within the City's portion of the former Fort Ord, which projected demands are more fully described on the attached Exhibit B-1.

Total Net Surplus of Available Supply	187 AFY
Less Total Demand of Cypress Knolls Project	(148 AFY)
Less Other UV Specific Plan Development	(108 AFY)
Less Total Demand of Airport Business Park Project	(155 AFY)
Less Total Demand of Airport Area Golf Course	(420 AFY)
Less Total Demand of Other Planned Development (see Exhibit B-1)	(229 AFY)
Net Supply Deficit	(873 AFY)

As demonstrated in Tables 1 and 2, above, current available supplies are sufficient to serve the MCP Development, in addition to existing and approved uses on the City's portion of the Former Fort Ord, and the residual net surplus amount of 187 AFY could supply the remainder of the Project (which requires 108 AFY) or such other priority uses as determined by the City Council. When other planned future uses are considered, however, current available supplies are insufficient to meet total overall demands. To accommodate the projects identified in Table 2, the City must rely on reasonably foreseeable planned future water supplies to serve the Project, in addition to existing and planned future uses, in accordance with and as permitted by Water Code sections 10910 and 10911.

Augmentation Project Background

The Augmentation Project is being developed to supply an additional 2,400 AFY of water to be used by MCWD to serve the water demands of future buildout of the former Fort Ord. The Augmentation Project is necessary to meet the quantified water demand requirements of the Fort Ord Reuse Plan, as implemented by FORA and as evaluated in the FORA Reuse Plan EIR. The development of a potable water supply to augment Fort Ord's groundwater allocation has been a centerpiece of the plans to reuse former Fort Ord since, at least, the September 1993 execution of *Agreement No. A-06404: Agreement between the United States of America and the Monterey County Water Resources Agency Concerning Annexation of Fort Ord into Zones 2 and 2A of the Monterey County Water Resources Agency* (the "MCWRA Annexation Agreement").

The MCWRA Annexation Agreement sets forth the terms of the annexation of the Fort Ord property into the Monterey County Water Resources Agency's ("MCWRA") Salinas Valley Groundwater Special Benefit Zones 2 and 2A. The MCWRA Annexation Agreement limits groundwater withdrawals from the Salinas Basin for the purpose of serving Fort Ord uses to 6,600 AFY. Under the agreement, this limitation must remain in place until a project to provide future water supplies to former Fort Ord that do not rely on groundwater is implemented. The MCWRA Annexation Agreement also anticipates developing future supplies cooperatively, with another water agency, such as MCWD, developing future water supplies through the implementation of a smaller scale project, such as the 2,400 AFY Augmentation Project.

In 1996, MCWRA, MCWD, the Monterey Regional Water Pollution Control Agency ("MRWPCA"), the City, the owners of the Armstrong Ranch and the owners of the Lonestar property (the "Lonestar Property") entered into the *Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands* (the "MCWD Annexation Agreement"). Pursuant to Section 4 of the MCWD Annexation Agreement, the Armstrong Ranch, Lonestar Property and the MCWD service area were annexed into MCWRA's Salinas Valley Groundwater Special Benefit Zones 2 and 2A. Section 5.1 of the MCWD Agreement limits MCWD's authority to withdrawal potable groundwater from the Salinas Basin to 3,020 AFY until MCWD develops augmented water supplies, such as those supplies to be developed under the Augmentation Project. Sections 5.1, 5.5 and 6.10 of the MCWD Annexation Agreement requires the parties to prepare a plan, such as the Augmentation Project, for the development of a long-term water supply to MCWD's service area, including Fort Ord.

In June 1997, the final *Fort Ord Reuse Plan* (the "Reuse Plan") was adopted by FORA. The heart of the Reuse Plan is a set of goals, objectives, policies and programs to be implemented by FORA and each of the three land use jurisdictions initially taking title and/or approving development within the Fort Ord property. Pursuant to section 3.11.5.4(d) of the Reuse Plan, development beyond the limits defined in the Reuse Plan's Residential Development Program will be allowed only upon the augmentation of existing water supplies. To formulate the necessary water supply augmentation, the Reuse Plan requires FORA to continue to actively participate in and support the development of reclaimed water supply sources by MCWD and the MRWPCA to ensure adequate water supplies for the Fort Ord property. The Reuse Plan also

authorizes FORA to investigate and provide appropriate augmentation of the potable water supplies to assure the long-range water supplies for the planned uses on the Fort Ord property.

On June 20, 2000, the United States Army and FORA entered into an economic development conveyance agreement (the "EDC Agreement") pursuant to which the Fort Ord property's water rights were transferred from the Army to FORA, pursuant to the federal Base Closure Act, and which authorizes FORA to transfer portions of the Fort Ord property to its member jurisdictions. The EDC Agreement contains several provisions relative to water supplies and systems for the Fort Ord property. Pursuant to section 5.03 of the EDC Agreement, FORA -- and its successors and assigns -- are required to cooperate with MCWD, MCWRA and grantees of the Fort Ord property "to establish and apply a fair process to ensure that all grantees of the former Fort Ord property will be provided an equitable supply of the water at the former Fort Ord."

In 2002, a multi-tiered alternatives analysis was conducted by MCWD that considered twenty-nine potential alternative water supply alternatives to meet the objectives of the Augmentation Project. Through that analysis, MCWD and a Technical Advisory Committee comprised of representatives of the MRWPCA, FORA, the Monterey Peninsula Water Management District, the Carmel Area Wastewater District, MCWRA and the U.S. Army evaluated the 29 potential alternatives and recommended two of the most viable augmentation alternatives that could be implemented by MCWD: seawater desalination and recycled water. Both of these recommended alternatives were the subject of a detailed engineering feasibility study conducted by MCWD. On October 27, 2004, MCWD certified the Augmentation Project EIR, which document evaluates the environmental impacts associated with the seawater desalination project, recycled water project and hybrid project future water supply alternatives.

The seawater desalination alternative contemplates construction of a new 3,000 AFY desalination facility in the area currently occupied by MCWD's existing desalination plant. The proposed desalination project would replace MCWD's existing desalination plant and produce at least 2,400 AFY of water. In addition to a new or expanded desalination plant, this alternative would require the construction of two radial-arm collection wells, two disposal wells, seawater intake and brine disposal pumps and associated pipelines.

The recycled water alternative provides 3,000 AFY of recycled water which would be used by MCWD for the irrigation of landscaping and open space within its service area, thus freeing up proportional amounts of groundwater for potable uses. The recycled water alternative requires the construction of a 63-acre recycled water storage reservoir, a distribution system consisting of approximately 200,000 linear feet of 6- to 24-inch diameter main and lateral pipelines, operational storage tanks and associated pumps and a connection to the Salina Valley Reclamation Project facility. MCWD is also considering implementing a hybrid alternative which would combine aspects of the recycled water alternative and seawater desalination alternative while maintaining the Augmentation Project goal of producing at least 2,400 AFY of augmentation supplies to serve buildout of former Fort Ord under the FORA Reuse Plan.

On May 25, 2005 the MCWD board adopted Resolution No. 2005-27 which, among other things, approved the Regional Water Augmentation Project Plan, consisting of the Augmentation Project, the Engineering Feasibility Report and the Final EIR for the Augmentation Project.

While no particular alternative was adopted, the MCWD approved a course of action that will result in one of the three alternatives being adopted and implemented.

MCWD currently has identified a budget requirement for fiscal year 03/04 through fiscal year 07/08 of approximately \$60 million to assure that reliable and high quality water is delivered to its Fort Ord customers. A capital fund collected by FORA as part of its development fee program is estimated to generate approximately \$19 million by 2015, which funds will be available to support implementation of the Augmentation Project. The Project will be included in this fee program.

City's Reliance on the Augmentation Project Water

Pursuant to Water Code section 10911(a), if, as a result of its assessment, MCWD concludes, as it did in the University Villages WSA, that its water supplies are, or will be, insufficient, MCWD must provide to the City its plans for acquiring additional water supplies. This information is contained in Section 4.0 of the University Villages WSA, which indicates that MCWD expects the Augmentation Project will be on-line within six to ten years. If, as here, a water supply assessment concludes that *available* supplies are insufficient to serve the project, in addition to other planned uses, Water Code section 10911(a) requires the water supply assessment to include "plans for acquiring additional water supplies, setting forth the measures that are being undertaken to acquire and develop such future supplies." Such plans may include, but are not limited to, (i) the estimated cost and proposed financing methods related to the acquisition and development of additional supplies, (ii) a description of the federal, state and local permits necessary for acquiring and developing additional supplies, and (iii) estimated timeframes for the acquisition of additional supplies.

A lead agency's reliance on planned, but unconfirmed, future water supplies was recently determined to comply with the requirements of CEQA by the California Court of Appeal. In *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova (Vineyard Area Citizens)* 2005 Cal. App. LEXIS 349, the Court upheld an EIR prepared for the proposed Sunridge Specific Plan, covering a 6,015-acre mixed-use project located in the Sunrise Douglas and Sunridge areas of unincorporated Sacramento County (and now within the City of Rancho Cordova).

As is the case with the University Villages EIR, the EIR for the 22,500 unit Sunridge Specific Plan project included a detailed analysis of the regional water demand and the supplies available to serve that demand. The proposed long-term water supply for the planning area included a mix of existing groundwater entitlements and unconfirmed, but planned, future surface water deliveries. Much of the Sunridge Specific Plan EIR's analysis of proposed future surface water supplies was based on the multi-jurisdictional *Water Forum Plan*, a significant water policy project that evaluates water resources and future water supply needs of the Sacramento metropolitan region and the environmental impacts associated with developing future water supplies.

The *Vineyard Area Citizens* court held that an EIR provides an adequate analysis of water supply issues if the EIR identifies and analyzes potential water supply sources even though the final

availability of those water sources is not yet confirmed. Citing a similar ruling in *Napa Citizens for Honest Government v. Napa County Board of Supervisors*, the court stated that “[s]uch an approach makes sense as a practical matter. To hold otherwise would require each project covered by the *Water Forum Plan* to revisit all of the issues addressed in that massive collaborative effort each time a new project was proposed. ... Such an approach would be wasteful and even possibly counterproductive.”

Like the future *Water Forum Plan* supplies relied upon by the lead agency in the *Vineyard Area Citizen's* case, the Augmentation Project is a multi-jurisdictional water supply project that, over the course of several years, has been subject to numerous studies, public meetings, and a full environmental analysis, as documented in the certified Augmentation Project EIR. The Augmentation Project has been budgeted by MCWD and development fees are being collected by FORA to help fund the Augmentation Project facilities. The Project will be included in this fee program. Further, as noted above, the MCWD approved the Regional Water Augmentation Project Plan, thus approving the implementation of one of the three alternatives discussed above. In light of the various contractual commitments to developing a viable augmentation supply, the detailed planning and analysis already conducted for the Augmentation Project, the multi-jurisdictional need and support for the Augmentation Project, the MCWD's recent approval of the plan, and the participating jurisdictions' efforts to ensure funding for the Augmentation Project, and in light of relevant case law and statutory mandates, the City hereby determines that it is appropriate to consider the future Augmentation Project water supplies when making its determination whether there will be sufficient projected water supplies to serve the Project, in addition to planned and future uses, as required by Water Code section 10911(c).

Water Supply Reliability Assessment Assuming the Augmentation Project

As noted above, pursuant to section 5.03 of the EDC Agreement, FORA - and its successors and assigns - are required to cooperate with MCWD, MCWRA and grantees of the Fort Ord property “to establish and apply a fair process to ensure that all grantees of the former Fort Ord property will be provided an equitable supply of the water at the former Fort Ord.” Based on the facts that (1) that the Augmentation Project will produce at least 2,400 AFY of potable and/or reclaimed water to serve the Fort Ord property as provided in MCWD's own approvals, and (2) that FORA will likely allocate Augmentation Project water in accordance with the allocation percentages historically used by FORA to allocate the 6,600 of Salinas Basin groundwater among the various member jurisdictions participating in the Fort Ord Reuse Plan (as adjusted to account for those member jurisdictions that likely would not receive future allocations),¹ then it is estimated that the City will be allocated approximately 39 percent of the 2,400 AFY of Augmentation Project water (i.e., 936 AFY) for use on the City's portion of the Fort Ord property. Table 3 below compares total currently available supply and future supplies reasonably anticipated to accrue to the City from the Augmentation Project against total projected water demands of

¹ The following jurisdictions were previously allocated water from the Salinas Basin groundwater supply and are projected to have a surplus of water in the future: Monterey County, and the State Parks. As a result, it is reasonably likely that these jurisdictions may not need or require augmented water supply. Further, the US Army and the FORA Reserves may not need or require augmented water supply based on projected future demand.

existing, planned and future uses on the City's portion of the former Fort Ord property, based on demand factors as set forth in the RBF Report.²

Total Available Supply Plus City Share of Augmentation Water Supply	2,261 AFY
Less Total Demand of Existing Development on Fort Ord Within City	(253 AFY)
Less Total Demand of Approved Marina Heights Project	(292 AFY)
Less Total Demand of MCP Development	(593 AFY)
Less Total Demand of Cypress Knolls Project	(148 AFY)
Less Demand of Other UV Specific Plan Development	(108 AFY)
Less Total Demand of Airport Business Park Project	(155 AFY)
Less Total Demand of Airport Area Golf Course	(420 AFY)
Less Total Demand of Other Planned Development (see Exhibit B-1)	(229 AFY)
Net Existing and Future Water Supply Surplus	63 AFY

As shown in Table 3, above, when the City's estimated share of the Augmentation Supply is considered in addition to currently available existing supplies, there is a sufficient potable water supply to serve the Project, in addition to planned and existing uses.

Additional Documentation

In addition to the information contained or referenced in the University Villages WSA and University Villages EIR, the City has reviewed and considered the following documents as part of its water supply sufficiency determination made pursuant to Water Code section 10911(c):

- Marina Coast Water District 2001 Urban Water Management Plan, December 12, 2001;
- Marina Coast Water District Deep Aquifer Study, May 2003;

² MCWD owns and operates a seawater desalination plant located at its former wastewater treatment plant site on Reservation Road between Dunes Drive and Monterey Bay. The plant has a production capacity of approximately 300 AFY, assuming an on-line factor of 90 percent. The desalination plant is part of MCWD's distribution system for its Marina service area, which is interconnected with the Fort Ord water distribution system. The existing desalination plant is currently off-line, but can be rehabilitated and made operational at fairly minimal costs. If the Augmentation Project is delayed for any reason, then future development (including the Project) could finance the repair and operation of the desalination plant in order to serve development on the City's portion of the former Fort Ord. On May 25, 2005 the MCWD board directed staff to consider selling or transferring water rights from the immobilized desalination plant to the City. As a result, this water source may be available to provide augmented water to the City.

³ Water Code section 10910 and Government Code section 66473.7 require a description of the water provider's supply reliability and vulnerability to shortage for an average water year, a single dry year and multiple dry years. Such an analysis is most clearly relevant to systems that are supplied by surface water. Since the supply discussed herein is either desalinated water, recycled water or groundwater, short and medium-term hydrologic conditions over a period of less than five years usually have little bearing on water availability.

- Marina Coast Water District Regional Urban Water Augmentation Project Alternatives Analysis, March 31, 2003;
- MCWD Regional Urban Water Augmentation Project FORA Board Meeting Presentation, April 11, 2003;
- Marina Coast Water District Regional Urban Water Augmentation Project Engineering Feasibility Study Report; August 2003;
- Marina Coast Water District Notice of Preparation of EIR for the Regional Urban Water Augmentation project, August 21, 2003;
- Marina Coast Water District Public Scoping Meeting presentation on the Regional Urban Water Augmentation Project, September 8, 2003;
- Marina Coast Water District Groundwater Inventory and Status Report; March 18, 2004;
- Marina Coast Water District Groundwater Inventory and Status Report Presentation to the MCWD Board; March 24, 2004;
- Marina Coast Water District Regional Water Augmentation Project Final Environmental Impact Report (SCH# 2003081142), certified October 27, 2004;
- Marina Coast Water District Resolution No. 2005-27, entitled "Resolution of the Board of Directors Approving a Plan for the MCWD Regional Water Augmentation Project and the Notice of Determination for the Regional Water Augmentation Project," approved on May 25, 2005.
- Information Sources and Procedures Used In The Preparation of Water Demand Estimates for the University Villages Project, on or about April 2004 as updated, prepared by RBF Consulting ;
- Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands by and between the City of Marina, Marina Coast Water District, Monterey County Water Resources Agency, J.G. Armstrong et. all and RMC Lonestar, August 7, 1996;
- Memorandum of Agreement between the United States Army and the Monterey County Water Resources Agency;
- Annexation Assembly and Evaluation Report for the Annexation of Fort Ord by the Monterey County Water Resources Agency, September 9, 1993;
- Agreement No. A-06404: Agreement between the United States of America and the Monterey County Water Resources Agency Concerning Annexation of Fort Ord into Zones 2 and 2A of the Monterey County Water Resources Agency, September 21, 1993;
- Settlement Agreement and General Release by and between the Sierra Club and the Fort Ord Reuse Authority, November 30, 1998;
- A Resolution of the Fort Ord Reuse Authority, Amending Section 1.01.050 and Adding Chapter 8 to the Fort Ord Reuse Authority Master Resolution, Relating to Base Reuse Planning and Consistency Determinations;
- Implementation Agreement by and between the Fort Ord Reuse Authority and the City of Marina, May 1, 2001;
- Memorandum of Agreement Between the United States of America, Acting By and Through The Secretary of the Army, United States Department of the Army and The Fort Ord Reuse Authority for the Sale of Portions of the Former Fort Ord Located in Monterey County, California, June 20, 2000.
- Fort Ord Reuse Plan; June 13, 1997;

- Fort Ord Reuse Plan Final Environmental Impact Report (SCH# 96013022), certified June 13, 1997;
- Salina Valley Water Project Final Environmental Impact Report.
- American Water Works Association Manual of Water Supply Practices, M22, Sizing Water Service Lines and Meters;
- American Water Works Association Research Foundation Residential Water Use Summary, AAWARF Residential End Uses of Water Study, 1999;
- Water Demand Forecasts Methodology for California Water Planning Areas - Work Plan and Model Review Final Prepared for the Cal-Fed bay Delta Program, July 29, 2003;
- Residential Indoor Water Conservation Study: Evaluation of High Efficiency Indoor Plumbing Fixture Retrofits In Single-family Homes in the East Bay Municipal Utility District Service Area, July 2003;
- Water Use Classification of Landscape Species: A Guide to the Water Needs of Landscape Plants, L. Costello and K. Jones, University of California Cooperative Extension, April 1, 1994
- Marina Coast Water District 2002-05 Board Meeting Agendas and Minutes

Draft 1-26-05

**Water Supply Assessment and Written
Verification of Supply**

**Proposed
University Villages
Specific Plan Development
and
Marina Community Partners Project**

**Prepared by the Marina Coast Water District
and**



Byron Buck & Associates
Water Resources and Environmental Consulting

January 26, 2005

Contents

<u>Section</u>	<u>Page</u>
1.0 Introduction and Purpose of Report	3
1.1 Project Description	3
1.2 Purpose of Water Supply Assessment	7
1.3 Requirements for Water Supply Assessment	7
1.4 Relationship of this Document to Marina Coast Water District Urban Water Management Plan	10
2.0 Project Water Demands	11
2.1 Water Demands and Project Conservation Features	11
2.2 Forecasting Methodology	12
2.3 Forecast Comparisons	13
3.0 Available Water Supply	18
3.1 Overall Supplies	18
3.2 Groundwater Supplies	18
3.3 Groundwater Management	23
3.4 University Villages Demands vs. FORA Allocations	28
3.5 Regional Groundwater Management Planning	29
3.6 Groundwater Legal Entitlement	31
4.0 Water Augmentation	32
5.0 Water Conservation	33
6.0 Water Supply Sufficiency Analysis	34
7.0 Availability of Water Treatment and Delivery System Capacity	35
8.0 Regulatory Permits Necessary for Supply Delivery	35
9.0 Effect on Agricultural and Industrial Users Not Supplied by the Marina Coast Water District but Reliant on the Same Sources	38
10.0 Summary Water Supply Sufficiency Determination	38
11.0 References	40

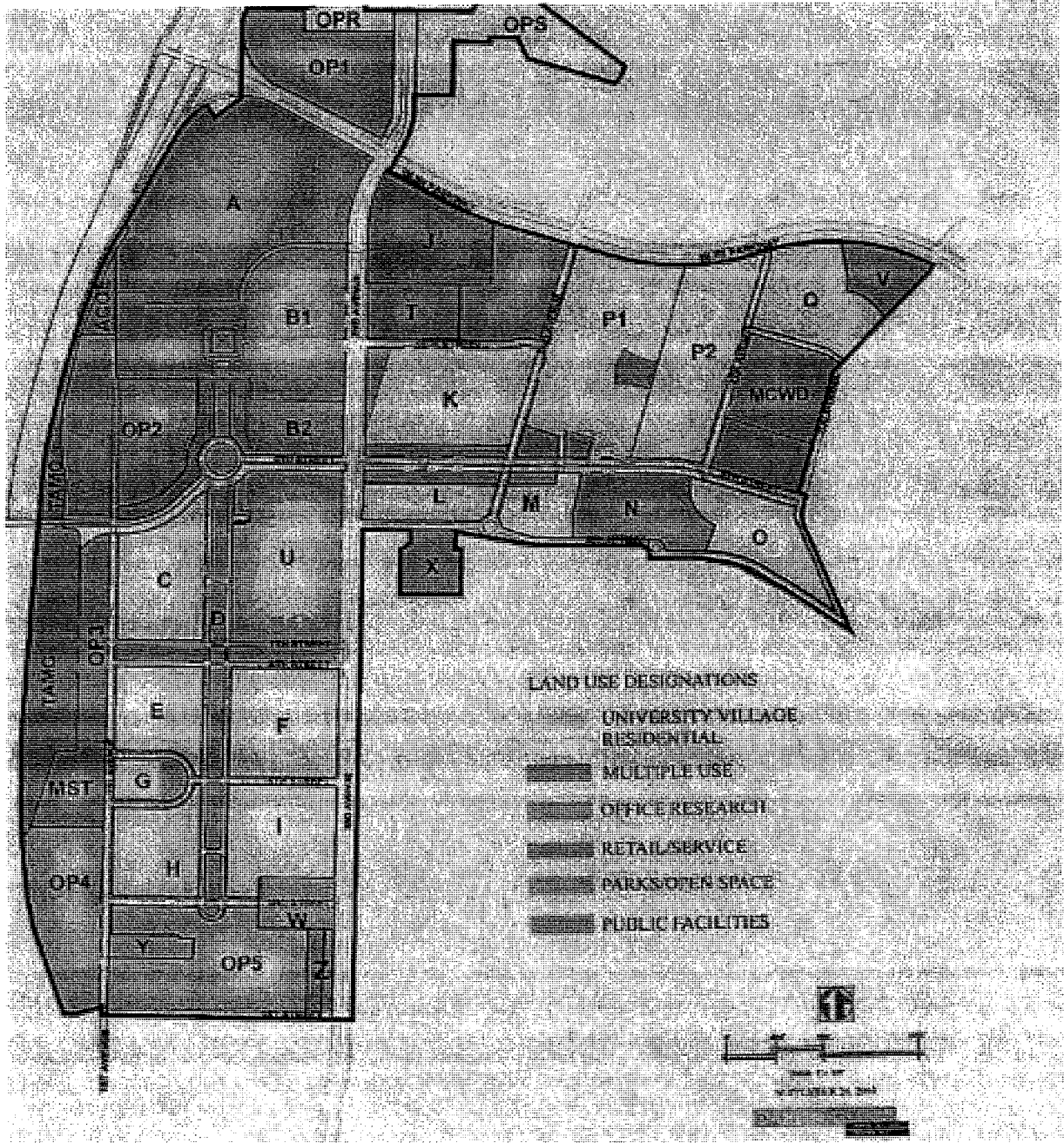
List of Figures

1-1 University Villages Specific Plan Vicinity Map	5
1-2 University Villages Specific Plan Land Uses	6
3-1 Salinas Valley Groundwater Basin and Subareas	20
3-2 Seawater Intrusion Upper (180') Aquifer, 2003	25
3-3 Seawater Intrusion Middle (400') Aquifer, 2003	26

List of Tables

1-1	Proposed University Villages Specific Plan	4
2-1	University Villages Projected Residential Water Demands	15
2-2	Non Residential Development	16
2-3	Comparison of Water Demand Forecast in AF/Y	17
3-1	District Groundwater Production 1998-2003.	22
3-2	Water Supply Currently Available to Marina Coast Water District . .	29
6-1	Summary of Available Water Supply vs. Projected Demands	34
8-1	Table 8-1 Required Agency Approvals and Permits for Water Augmentation Project	37
	Appendix 1 FORA Letter re Allocation of Strategic Reserve	42

**Figure 1-2
University Villages Specific Plan Land Uses**



Source: University Villages Specific Plan

University Villages Specific Plan Residential and Common Area Water Demand Projection											Notes	
University Villages Development	No. Units	Lot Size Sq. Ft.	Lot Size Ac.	Person/ Unit	Interior Demand Galbons per Day	% Irrigable Area	Turf %	Ornamental %	Water Demands in AFY			Ornamentals @ 1.5 afwy turf @ 2.1 afwy/acre
									Interior	Exterior	Total	
Residential Uses												
Single Family	139	1740	0.04	1.5	98.2	30%	0%	100%	0.11	0.02	17.79	Int. demand @ 125% reflecting livework
Live-Work Townhome	352	2250	0.05	1.5	78.5	40%	40%	80%	0.09	0.04	43.62	
Condo	242	3088	0.07	2	104.7	40%	30%	70%	0.12	0.05	39.81	
Small Lot Standard	131	3800	0.09	3	157.1	40%	50%	50%	0.18	0.06	31.26	
Garage	126	4750	0.11	3	157.1	40%	80%	40%	0.18	0.08	32.39	
Standard Lot	115	5750	0.13	3	157.1	60%	60%	40%	0.18	0.12	34.35	
Multi Family												
Mixed Use Townhome	24		11	1.5	78.5	10%	25%	75%	0.09	1.82	3.83	lot demand
Apartment	108		3	2	104.7	10%	25%	75%	0.12	0.50	13.16	
Total Residential Demands											218.42	
Common Areas												
Parks and Open Spaces											23.6	Per landscape architect open space
University Villages Project (UVP)											9.0	analysis
Other Specific Plan Parcels											32.6	
Total Open Spaces											32.6	

Table 2-1

Table 2-2 University Villages Specific Plan Development - Non Residential Demand Projection

Planning Area	Land Use	Parcel Size In sf.	Bldg. Size In sf.	Interior SF Demand Fc.	Interior Demand	Irrigable Area	Infiltrate Percent	Turf Percent	Ornamental Percent	Turf Demand	Ornamental Demand	Total Demand	Total Excl. Demand	Factors and Notes
A	Total Planning Area	30%				1.83	20%	50%	30%	3.64	10.95	14.59	24.73	1.50 MCWD Actual Averages 2.38 MPWMD factor 4.39 MPWMD factor
	Retail		385,000	0.00004	15.49									
	Restaurant		20,000	0.00187	23.53									
	Fast Food Restaurant		10,000	0.00374	11.86									
J	Total Planning Area	8.6				4.8	50%	50%	3.6	8.64				8.64 2.1 Eto turf, 1.5 Ornamental Store plus 0.105 turf/pumps/pumps 21.46 MCWD factor 2.08 Avg. of MCWD factors 0.68 MCWD Actual Averages
	Gas Station/retailer		3,000	0.00004	0.76									
	Grocery Store		55,000	0.00039	21.45									
	Service		6,000	0.00034	2.06									
B1	Total Planning Area	22.7				11.35	20%	80%	4.767	13.52				18.39 2.1 Eto turf, 1.5 Ornamental 1.58 MCWD Actual Averages 4.58 MPWMD factor 28.60 MPWMD factor 2.10 MPWMD factor 8.68 Avg. of MCWD factors 1.20 MCWD factor
	Retail		114,000	0.00004	4.58									
	Restaurant		15,000	0.02/seat	17.50									
	Fast Food Restaurant		10,000	0.033/seat	23.80									
V	Total Planning Area	3.6				1.5	20%	80%	0.756	2.16				2.92 2.1 Eto turf, 1.5 Ornamental 0.48 MCWD Actual Averages 5.83 MPWMD factor 5.32 MPWMD factor 1.88 Avg. of MCWD factors
	Retail		12,000	0.00004	0.48									
	Restaurant		5,000	0.02/seat	5.83									
	Fast Food Restaurant		2,000	0.033/seat	5.32									
OP1	Total Planning Area	11.0				3.5	50%	50%	5.775	4.125				9.90 2.1 Eto turf, 1.5 Ornamental 0.64 MCWD Actual Averages 1.88 MPWMD factor
	Retail		350 rooms	0.17000	59.50									
	Retail		1,000	0.00004	0.04									
	Restaurant		12725	0.02/seat	14.85									
T	Total Planning Area	4.9				2.5	50%	50%	2.625	1.875				4.90 2.1 Eto turf, 1.8 Ornamental 26.50 MCWD factor 43.18 MCWD factor 11.05 MCWD factor 28.98 MCWD factor 41.87 MCWD factor
	Hotel		160 rooms	0.17000	26.50									
	Office/night club		157	263/room	59.36									
	Office/night club		82	82/room	19.0012	9.44								
Z	Total Planning Area	2.1				1.1	20%	80%	0.482	1.32				1.78 2.1 Eto turf, 1.5 Ornamental 0.34 MCWD Actual Averages 1.72 Avg. of MCWD factors 5.83 MPWMD factor 3.89 MPWMD factor
	Retail		8,600	0.00004	0.34									
	Service		5,000	0.00034	1.72									
	Fast Food Restaurant		1,600	0.033/seat	3.89									
Totals									35.7	75.3		108.0	492.4	

Other Specific Plan Development (new uses only)

Land Use	Parcel Size In sf.	Bldg. Size In sf.	Interior SF Demand Fc.	Interior Demand	Irrigable Area	Infiltrate Percent	Turf Percent	Ornamental Percent	Turf Demand	Ornamental Demand	Total Demand	Total Excl. Demand	Factors and Notes
Monterey-Salinas Transit (MST)	4.3			2.81	1.075	0%	100%	0%	0	1.61	4.42	4.42	BBA (bus transit related)
Trans. Agency of Mo. Co. (TAMC)	13.2			8.82	3.3	0%	100%	0%	0	4.95	13.57	13.57	BBA (undefined transit related)
Marina Coast W/D (MCWD)	11.3			36.82	5.85	80%	40%	7.12	3.39	10.51	47.43	47.43	MCWD (as elementary school)
US Army Corps of Engineers (ACOE)	2.0			0.0002	8.7	16%	20%	2.74	2.81	5.95	20.51	20.51	MCWD (public use, play fields)
City Marina PBC Parcel 8th St. **	3.0			0.0002	9.15	20%	80%	0.32	0.90	1.22	10.36	10.36	MCWD (public use, center)
City Marina PBC Parcel 3rd St.	5.0			0.0001	0.85	80%	50%	0.76	0.54	1.31	2.19	2.19	MCWD (proposed in process)
Goodwill Industries	1.5			0.0001	0.85	80%	50%	0.76	0.54	1.31	2.19	2.19	MCWD (proposed in process)
Young Nak Church	1.7			0.0003	0.826	20%	80%	0.36	0.99	1.34	16.43	16.43	MCWD (fire station)
Co. of Monterey	3.3			0.0003	0.826	20%	80%	0.36	0.99	1.34	16.43	16.43	MCWD (fire station)
Total Other Parcels	63.7			88.64						28.28	114.9		

**80% irrigable area artificial turf

EXHIBIT B

LEGAL DESCRIPTION

DRAFT

Exhibit B-1

LEGAL DESCRIPTION LOT 23

Real property in the City of Marina , County of Monterey, State of California, described as follows:

LOT 23, INCLUSIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 1472", FILED FOR RECORD AUGUST 25, 2006 IN VOLUME 23 OF CITIES AND TOWNS, AT PAGE 36, FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA.

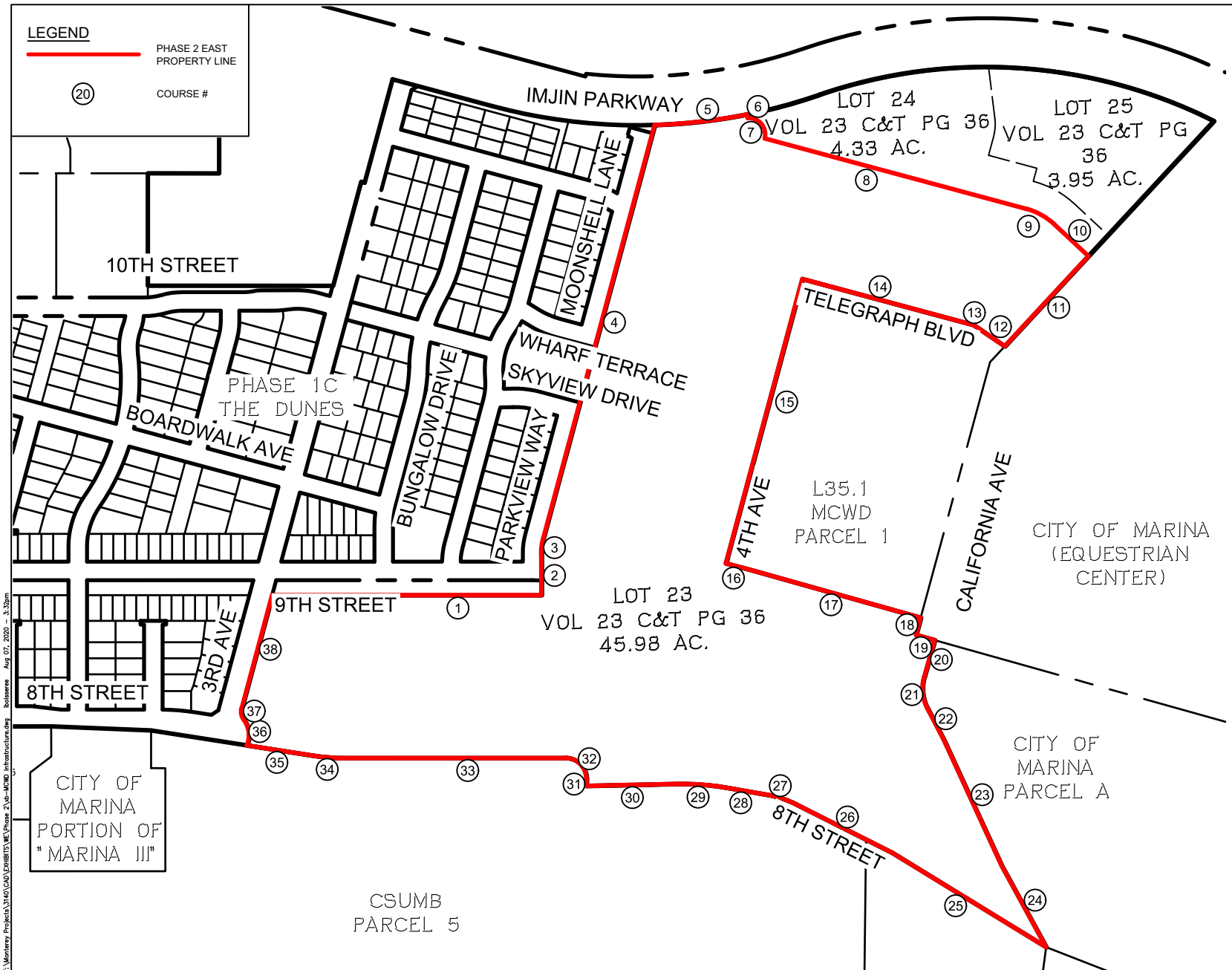
EXCEPTING THEREFROM THAT PORTION OF LOT 23 CONVEYED TO MARINA COAST WATER DISTRICT, A COUNTY WATER DISTRICT BY QUITCLAIM DEED RECORDED AUGUST 17, 2006 AS INSTRUMENT NO. 2006-072627 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL MINERALS RIGHTS OWNED BY THE UNITED STATES GOVERNMENT WITH THE RIGHT OF SURFACE ENTRY IN A MANNER THAT NOT UNREASONABLY INTERFERE WITH THE GRANTEE'S DEVELOPMENT AND USE OF THE PROPERTY, AS RESERVED IN THE "QUITCLAIM DEED FOR A PORTION OF FORMER FORT ORD, MONTEREY, CALIFORNIA", EXECUTED BY THE UNITED STATES OF AMERICA, IN FAVOR OF FORT ORD REUSE AUTHORITY, RECORDED MARCH 15, 2004, INSTRUMENT NO. 2004023330, OFFICIAL RECORDS, MONTEREY COUNTY, SAID DOCUMENT WAS RE-RECORDED AND AMENDED JULY 9, 2004, INSTRUMENT NO. 2004072094, OFFICIAL RECORDS, MONTEREY COUNTY.

APN: 031-101-054-000 (portion of Lot 23); 031-251-012-000 (portion of Lot 23)

LEGEND

- PHASE 2 EAST PROPERTY LINE
- ②① COURSE #



LINE & CURVE DATA			
No.	DELTA/BEARING	RADIUS	LENGTH
1	N88°20'00"W		755.15
2	S01°40'00"W		119.13
3	15°04'33"	150.00	39.47
4	S16°44'33"W		1201.91
5	4°27'03"	1570.00	121.96
6	S9°34'08"		10.67
7	107°32'51"	46.00	86.34
8	S73°15'27"E		760.19
9	27°48'00"	186.00	90.25
10	S45°27'27"W		130.77
11	S44°32'36"W		345.13
12	N54°06'44"W		103.33
13	19°09'35"	15.00	5.02
14	N73°16'19"W		494.69
15	S16°43'41"W		826.03
16	1°50'06"	2050.00	65.66
17	S72°39'23"E		501.62
18	S16°51'19"W		50.08
19	S72°39'23"E		54.42
20	S17°18'43"W		106.94
21	43°05'11"	120.00	90.24
22	S25°43'07"E		100.62
23	S23°01'05"E		387.29
24	S26°54'48"E		260.87
25	N56°50'18"W		506.45
26	N61°35'00"W		300.28
27	16°45'00"	300.00	87.70
28	N78°20'00"W		110.24
29	11°10'01"	750.00	146.17
30	N89°30'00"W		252.67
31	N01°40'00"E		19.79
32	90°02'20"	58.00	91.11
33	N88°20'00"W		622.91
34	8°50'00"	525.00	80.94
35	N79°30'00"W		192.83
36	S9°34'18"	73.00	75.90
37	S1°39'18"	37.00	33.36
38	S16°44'33"W		328.77

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PHASE 2 EAST PROPERTY MAP
THE DUNES ON MONTEREY BAY
 MONTEREY COUNTY, CALIFORNIA



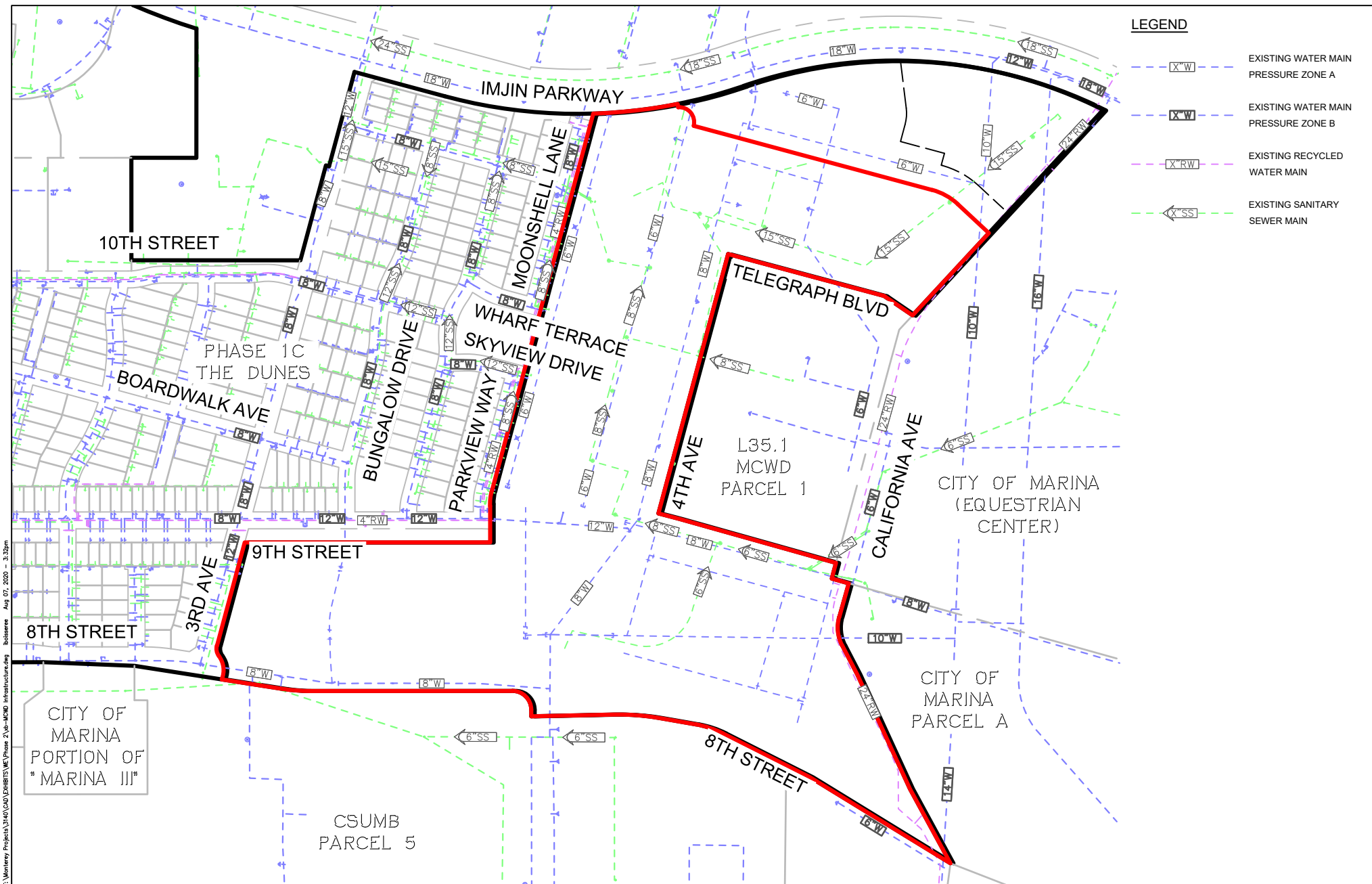
Civil Engineering
 Land Surveying
 6 Harris Court
 Monterey, California
 831.649.5225
 whitsonengineers.com



EXHIBIT C

MAP OF DEVELOPMENT

DRAFT



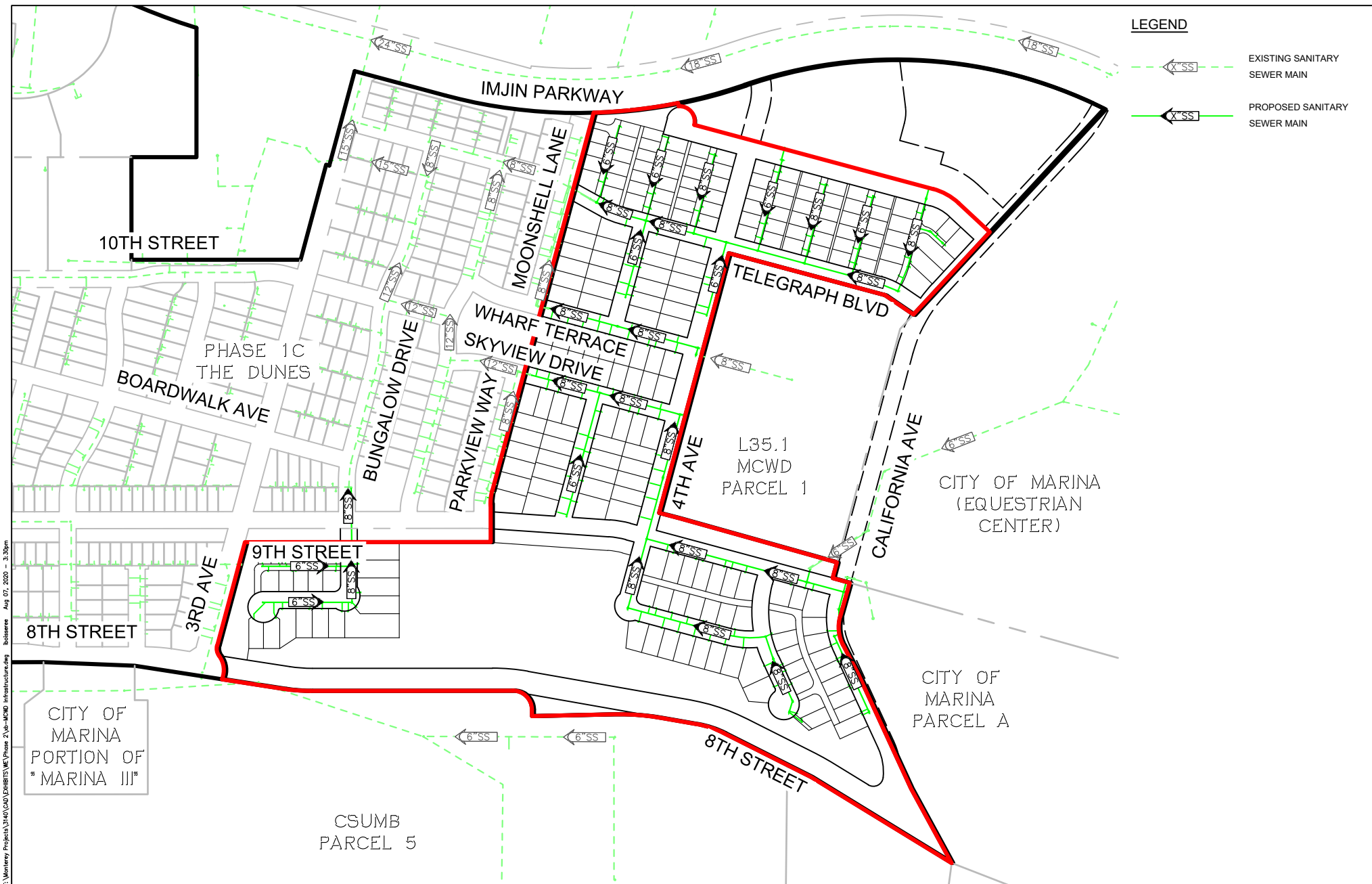
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PHASE 2 EAST EXISTING INFRASTRUCTURE
THE DUNES ON MONTEREY BAY
 MONTEREY COUNTY, CALIFORNIA



Civil Engineering
 Land Surveying
 6 Harris Court
 Monterey, California
 831.649.5225
 whitsonengineers.com





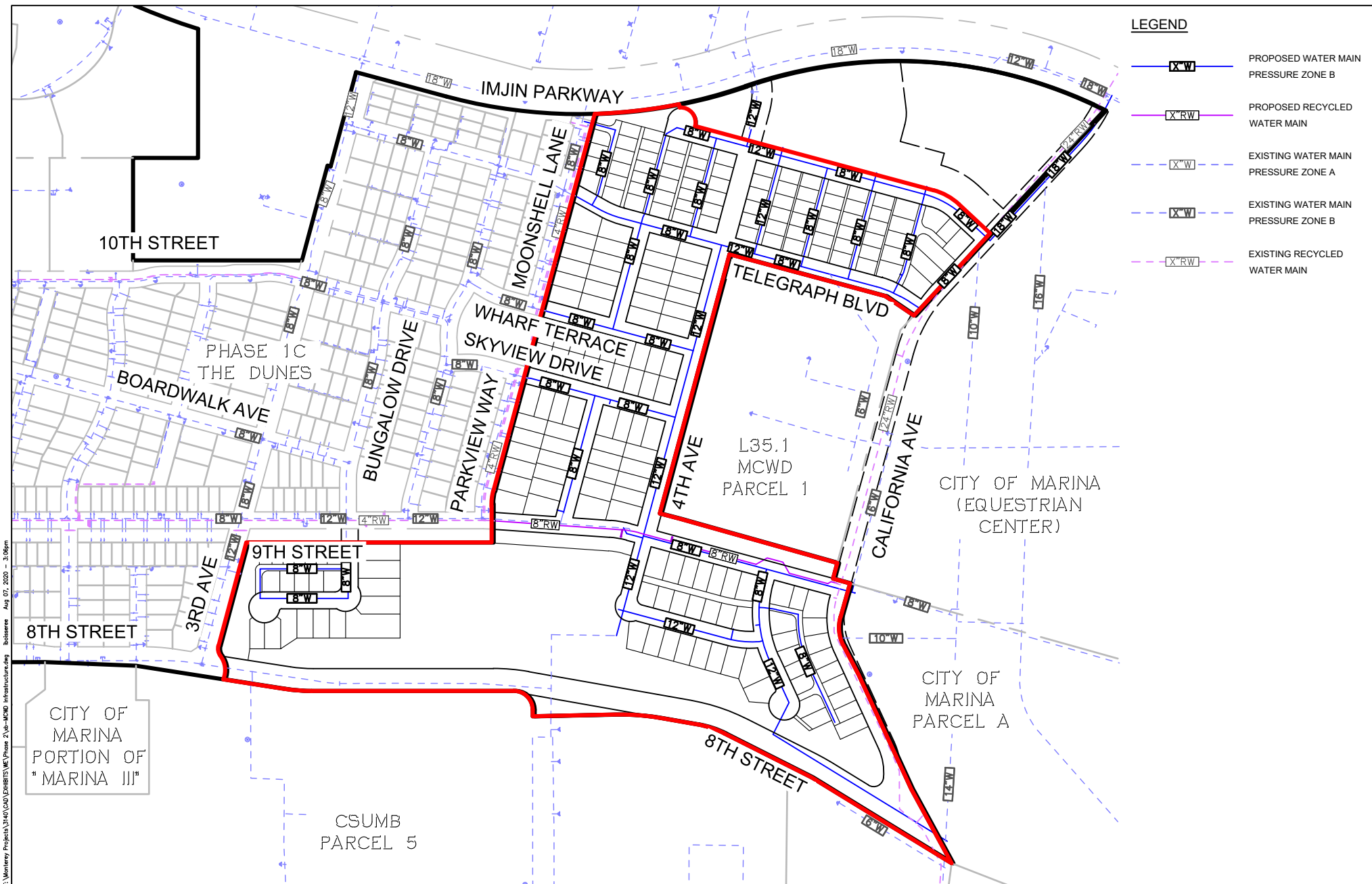
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PHASE 2 EAST SANITARY SEWER INFRASTRUCTURE
THE DUNES ON MONTEREY BAY
 MONTEREY COUNTY, CALIFORNIA



Civil Engineering
 Land Surveying
 6 Harris Court
 Monterey, California
 831.649.5225
 whitsonengineers.com





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PHASE 2 EAST WATER INFRASTRUCTURE
THE DUNES ON MONTEREY BAY
 MONTEREY COUNTY, CALIFORNIA



Civil Engineering
 Land Surveying
 6 Harris Court
 Monterey, California
 831.649.5225
 whitsonengineers.com



EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

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

- a. The Developer shall require every Contractor to certify that it and all of its subcontractors are aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of any work under this Agreement.
- b. The Developer shall require every Contractor and all sub-contractors to insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.
- c. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.

2. Definitions – For purposes of this Exhibit, the following terms shall have the following respective meanings:

“**Claim**” - shall be used collectively to refer to and include any and all claims, demands, causes of action, damages, costs, attorneys’ fees, expert fees, court costs, expenses, penalties, losses or liabilities, in law or in equity, of every kind and nature whatsoever.

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

- a. Any claim, including, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, [REDACTED] except to the extent caused by the sole negligence or willful misconduct or active negligence of District or its directors, officers, employees, or authorized volunteers;
- b. Any claim arising out of, resulting from, or relating in any way to a violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;

- c. Any claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any indemnitee may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations to the Developer for work to be performed under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, expert fees, and court costs, incurred by an indemnitee in any lawsuit to which the indemnitee is a party.
- d. Contractor acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Contractor under this Agreement shall specifically include any claim involving, arising out of or related to MEC.

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

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

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

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

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

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

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

1. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to

the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

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

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

1. The District, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

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

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

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

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

5. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be disclosed in writing to and approved by the District, which approval shall not be unreasonably withheld.

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

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

8. Builder's Risk Insurance - The Developer or the Developer's Contractor will provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified by the District, to insure against such losses until final acceptance of the work by the District. Such insurance shall include¹ explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor by the Developer shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

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

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

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

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

Marina Coast Water District
11 Reservation Road

Marina, CA 93933
Attn: Management Services Administrator

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

DRAFT

Marina Coast Water District
Agenda Transmittal

Agenda Item: 11-D

Meeting Date: August 17, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-53 to Award a Contract to Calcon System for Installation, Programming, and Integration of Human Machine Interfaces at the District's Water and Sewer Pump Stations

Staff Recommendation: The Board of Directors to accept the proposal from the District's on call SCADA and MCC integrator, Calcon System, Inc. and award a contract in an amount \$297,483.00, plus a 5% contingency for a total not-to-exceed of \$312,357.15 for installation, programming and integration of Human Machine Interfaces (HMI) at the District's Water and Sewer Pump Stations; and, authorize the General Manager to execute the contract and all 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 and wastewater for Central Marina and the Ord Communities. The District's water system (2710017) is regulated by the State Water Resources Control Board, Department of Drinking Water and the 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 water and wastewater facilities. All the District's pump stations have a programmable logical controller (PLC) that allow the sites to run remotely in auto as well as to communicate with each other, and the Supervisory Control and Data Acquisition (SCADA) Master. When a change in how the station operates or to acknowledge an alarm, the District's System Operators must make the change on the SCADA Master, located at the District's yard. Changes to the District's system are done on both the water and sewer system daily. Operators manipulate pumps to move water to pump down stations for maintenance, to turn pumps on to sample, or to make up for another station that could be down for repairs. All these changes require that the District's SCADA master be operational, and that the communication between the SCADA master and its radio network is uninterrupted.

Due to the topography and complexity of the systems, the SCADA master does not talk directly to most water sites. Therefore, the pump stations use several other sites as repeaters to make its way back to the SCADA master system. If for any reason, a radio link is lost or the SCADA master goes offline, the District cannot see or control the system. This can cause a potentially dangerous situation that could lead to loss of water, sewer overflows, or numerous other potentially bad scenarios. The scenarios discussed above are not hypothetical and have occurred a few times in the last year and a half. During these periods, the Operations staff worked 24 hours shifts to ensure pump stations were performing as needed and manually manipulated pumps to keep water and sewer services going.

The addition of an HMI at each site would alleviate the issues mentioned above because an operator would have visual and control at each site locally through a touch screen that is directly communicating with that pump station's PLC. Each of these HMI's would have password security and would be accessed behind a lock to prevent unauthorized use. The project consists of three parts: first cutting a hole in the cabinet and installing the HMI Screen at user friendly locations; second, the programming and integration of each pump station; and lastly, the testing and startup of each pump station. Parts two and three are the most labor intensive and require each site to be programmed independently from scratch with its own script tags, operating conditions, setpoints, and alarm tags. Another small component to this would be replacing three of the District's fifteen year old chlorine level indicators and installing a screen next to the tank, so the Operators and chlorine vendor safely know how much chlorine is in the tank during a delivery.

Calcon Systems Inc. has been the District's only integrator to work on the SCADA and pump station programming over the last two years. They have improved the system tremendously and have worked with the District to create a reliable, robust system. Calcon has an advanced knowledge of how the District's water and sewer system work, including the complicated radio and telemetry network. Since this project has extensive programming and integration between the pump stations and the SCADA master, staff recommends that the Board award a sole source contract to Calcon Systems Inc. to perform the work. This would significantly reduce staff time trying to explain the system to another integrator, as well as that integrator trying to learn all the RS logic (program code) that is unique for each of the proposed 33 sites. The completion of this project is critical to the Operations department to ensure a more redundant, reliable, and secure remote telemetry and SCADA system.

Calcon Systems Inc. responded to the District's Request for Qualification for On-Call SCADA and MCC Programming, Repairs, Installation, and Related Services issued on April 9, 2019. At that time, Calcon Systems Inc. was evaluated and determined to be qualified to provide goods and services to the District. As mentioned, the District has contracted with Calcon pursuant to this RFQ process several times in the past two years and found the goods and services provided to meet all requirements and be reasonably priced.

Environmental Review Compliance: None required.

Financial Impact: X Yes No Funding Source/Recap: \$325,000 was budgeted this year for the HMI project. The following chart represents each cost centers percentage and amount required for the installation of the HMI's. Costs for each HMI were taken directly out of the representing cost center to where the pump station is located. Bonding was taken proportional to the amount of pump sites for each cost center.

Cost Center	Percentage of Grand Total	Total Amount Including Contingency
Ord Water	36.36%	\$116,992.15
Marina Water	9.09%	\$45,339.29
Ord Sewer	42.42%	\$117,573.34
Marina Sewer	12.13%	\$32,452.39
Grand Total	100%	\$312,357.15

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2020-53, a copy of the Calcon Systems Inc. HMI proposal, and the HMI Specification sheet.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

August 17, 2020

Resolution No. 2020 - 53
Resolution of the Board of Directors
Marina Coast Water District

Awarding a Contract to Calcon System for Installation, Programming, and Integration of Human Machine Interfaces at the District's Water and Sewer Pump Stations

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), regular meeting duly called and held on August 17, 2020 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, the District potable water system is regulated under the State Water Resources Control Board, Division of Drinking Water, Permit No. 2710017; and,

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

WHEREAS, the District's water and sewer pump stations are critical in providing water and sewer services; and,

WHEREAS, the District's pump stations are controlled locally by a programable logical controller (PLC) that allows the site to run automatically; and,

WHEREAS, there is no way to interface with the PLC's at each pump station other than by the Supervisory Control and Data Acquisition (SCADA) master located at the District's Corporation Yard; and,

WHEREAS, the addition of a Human Machine Interface (HMI) would allow the District's Operations and Maintenance staff to operate and control each station locally through the PLC; and,

WHEREAS, Calcon Systems Inc. has been the District's sole integrator for the last two years, and is currently in contract as their on-call SCADA company; and,

WHEREAS, the District's SCADA, radio, and telemetry system is very complex and would require extensive training and time for another integrator to become familiar enough to complete this project ; and,

WHEREAS, this project is critical to provide a more redundant, reliable and secure remote telemetry and SCADA system.

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

- (1) find that this contract requires a sole source purchase because the services are necessary to the District, and would require extensive training and additional time if another

provider was used which therefore make the goods and services reasonably available only from Calcon Systems, Inc.; and,

(2) approve the proposal from Calcon Systems Inc., in the amount of \$297,483.00 plus a five percent contingency for a total not-to-exceed of \$312,357.15 for the installation, integration, startup and testing of HMI's at the District's water and sewer pump stations; and,

(3) authorize the General Manager to execute all necessary contracts and documents to complete the project.

PASSED AND ADOPTED on August 17, 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. 2020-53 adopted August 17, 2020.

Keith Van Der Maaten, Secretary



July 27, 2020

Marina Coast Water District
2840 4th Avenue
Marina, CA 93933

Attention: Derek Cray, Operations and Maintenance Manager
Subject: **Quote – Touch Screen HMIs for MCWD Sites**

Mr. Cray:

Calcon Systems is pleased to offer this quotation for the following:

MCWD Sewer Sites

- Provide and install at sites listed on page 2:
 - 10" touch screen HMI (operator interface) for connectivity to existing pump station PLC.
 - Ethernet switch and cables to PLC and HMI.
 - Non-metallic pad-lockable HMI hinged cover with stainless snap-latches for protection from sunlight and for tamper-proofing.
- Cut-in hole in panel door for HMI mounting.
- Install HMI and associated wiring and HMI cover.
- Programming
 - Create HMI screens typical for 2-pump and 3-pump stations.
 - Create individualized HMI applications for each station with unique I/O.
 - Configure tags, functions, and alarms for each individual station.
 - Bench-testing with HMI and PLC program for each station HMI. Testing of tags, status indicators, alarms, for each individual station.
 - Security – password protection for control and set points.
- Startup on site for each station. Connectivity to PLC and testing.
- Review/Training with operators on using the HMI.

MCWD Water sites

- Provide and install
 - At well sites (listed on page 3): 10" touch screen HMI (operator interface) for connectivity to existing pump station PLC.
 - At Reservoir 2, D Booster, EHP Booster, Intermediate Tank, and Sand Tank: 15" touch screen HMI
 - At Reservoirs B, C, F (solar-powered tank sites): 4" HMI for tank level and Cl2 residual.
 - Ethernet connection to PLC.
 - At Wells 10, 11, and IR: Install new Cl2 tank radar level sensor with wall-mount level display.
- Cut-in hole in panel door for HMI mounting.
- Install HMI and associated wiring.
- Programming
 - Create individualized HMI applications for each station with unique I/O.
 - Configure tags, functions, and alarms for each individual station.
 - Bench-testing with HMI and PLC program for each station HMI. Testing of tags, status indicators, alarms, for each individual station.
 - Security – password protection for control and set points.
- Startup on site for each station. Connectivity to PLC and testing.
- Review/Training with operators on using the HMI.



Project Pricing – Sewer

Ord Sewer Sites:		
1	Airport lift station	\$9,450.00
2	Carmel lift station	\$7,550.00
3	Clark lift station	\$7,550.00
4	East Garrison lift station	\$9,450.00
5	Gigling lift station	\$7,550.00
6	Hodges lift station	\$7,550.00
7	Booker lift station	\$7,550.00
8	Landrum lift station	\$7,550.00
9	Neeson lift station	\$7,550.00
10	Ord Village lift station	\$7,550.00
11	Promontory lift station	\$7,550.00
12	Reservation lift station	\$7,550.00
13	Schoonover lift station	\$7,550.00
14	Wittenmyer lift station	\$7,550.00
Total - Ord Sewer Sites:		\$109,500.00

Marina Sewer Sites:		
1	Cosky L.S.	\$7,550.00
2	Crescent L.S.	\$7,550.00
3	Dunes L.S.	\$7,550.00
4	San Pablo L.S.	\$7,550.00
Total - Marina Sewer Sites:		\$30,200.00

TOTAL - SEWER SITES:	\$139,700.00
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Notes:

1. Imjin lift station not included due to upgrade project in process.
2. Ord wastewater treatment plant site not included.
3. Airport lift station includes flume flow meter.
4. E Garrison lift station includes chemical metering.



Project Pricing – Water

<u>Ord Water Sites:</u>		
1	EHP Booster	\$13,650.00
2	D Booster	\$7,000.00
3	B/C Booster	\$13,650.00
4	Watkins Gate Well	\$9,500.00
5	Well 29	\$9,500.00
6	Well 30	\$9,500.00
7	Well 31	\$9,500.00
8	Well 34	\$9,500.00
9	Intermediate Reservoir	\$16,250.00
10	Reservoir B	\$3,750.00
11	Reservoir C	\$3,750.00
12	Reservoir F	\$3,750.00
Total - Ord Water Sites:		\$109,300.00

<u>Marina Water Sites:</u>		
1	Reservoir 2	\$14,750.00
2	Well 10	\$13,950.00
3	Well 11	\$13,950.00
Total - Marina Water Sites:		\$42,650.00

TOTAL - WATER SITES:	\$151,950.00
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Notes:

1. Wells 10, 11, and Intermediate Reservoir site include installation of new Cl2 tank level sensor with wall-mount level indicating display.



Pricing Summary

TOTAL - SEWER SITES:	\$139,700.00
TOTAL - WATER SITES:	\$151,950.00
Bonding (2%)	\$5,833.00
TOTAL PROJECT (SEWER + WATER)	\$297,483.00

Notes:

1. This quotation is valid for 90 days.
2. Warranty: 1-year parts and labor.
3. Bonding quoted above includes performance and payment bonds.

COVID-19 Statement:

Calcon Systems is an essential business and has operated throughout the bay area shelter-in-place orders to serve our essential water and wastewater customers. We will make every effort to complete all projects safely during the pandemic. However, we must state that it is possible for the situation surrounding this crisis to affect product lead times and available workdays, which may be out of our control. As such we must stipulate that Calcon Systems shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and owner or other parties shall not be entitled to any damages resulting thereof.

Thank you for considering Calcon Systems for this project.

Best Regards,

Ryan Smith

Ryan Smith

Calcon Systems, Inc.

Cell (925) 570-5122

E-mail rsmith@calcon.com

License C-10 No. 508284 | UL File No. E303943

C-more 10" Wide TFT Color Touch Panel - Full Model

EA9-T10WCL

C-more EA9 series touch screen interface panel, 10-inch widescreen color TFT (10.1 inch viewable screen), 64K colors, 1024 x 600 pixel WSVGA screen resolution, 800MHz CPU, 12-24 VDC powered, NEMA 4/4X, IP65 (when mounted correctly; for indoor use only), non-replaceable LED backlight. Includes (3) serial ports, USB 2.0 Type A and B ports and Ethernet port; supports SD memory card. Compatible with EA9-PGMSW programming software version 6.4 or later.

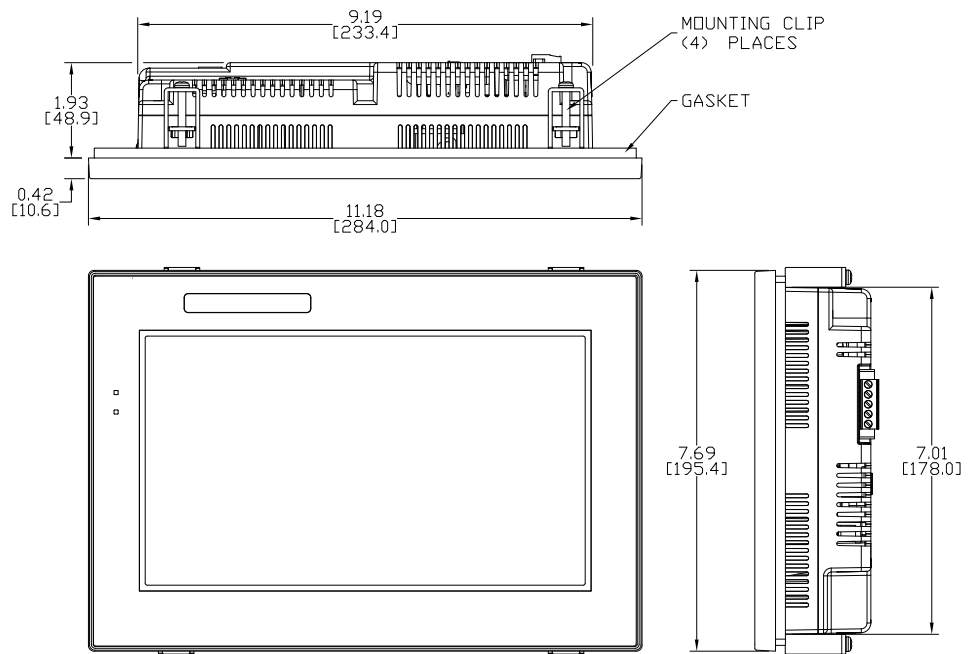
Features

- 10.1" diagonal color TFT (Thin Film Transistor) LCD display with 64K colors
- 1024 x 600 pixel resolution
- 240 NITS display brightness
- 50,000 hour average backlight half-life
- Analog resistive (1024 X 1024) touch screen allowing unlimited touch areas
- USB port B (program/download) and USB port A (USB device options)
- Ethernet 10/100 Base-T port (program/download & PLC communication)
- Expansion Module Support
- Use EA-ECOM for second Ethernet Port
- Remote Internet access
- Serial PLC interface (RS-232/422/485)
- One built-in SD memory card slot
- 12-24 VDC powered, 110VAC power adapter (optional)
- Audio Line Out, stereo - requires amplifier and speaker(s)
- 26MB project memory
- Data logging
- 0 to 50°C [32 to 122°F] operating temperature range
- NEMA 4/4X, IP65 compliant when mounted correctly, indoor use only
- Slim design save panel space
- UL, cUL & CE agency approvals
- 2-year warranty from date of purchase

Function	Available
Ethernet	Yes
USB	Yes
SD Card	Yes
Audio Out	Yes
HDMI Video Out	No
Expansion Module	Yes

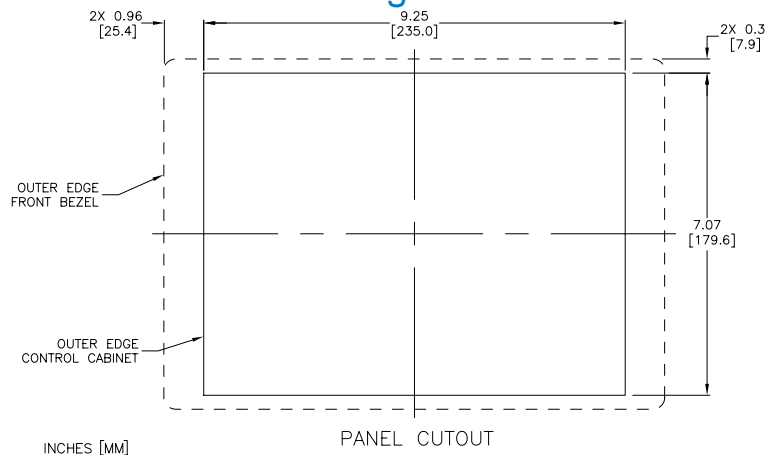


Dimensions inches [mm]

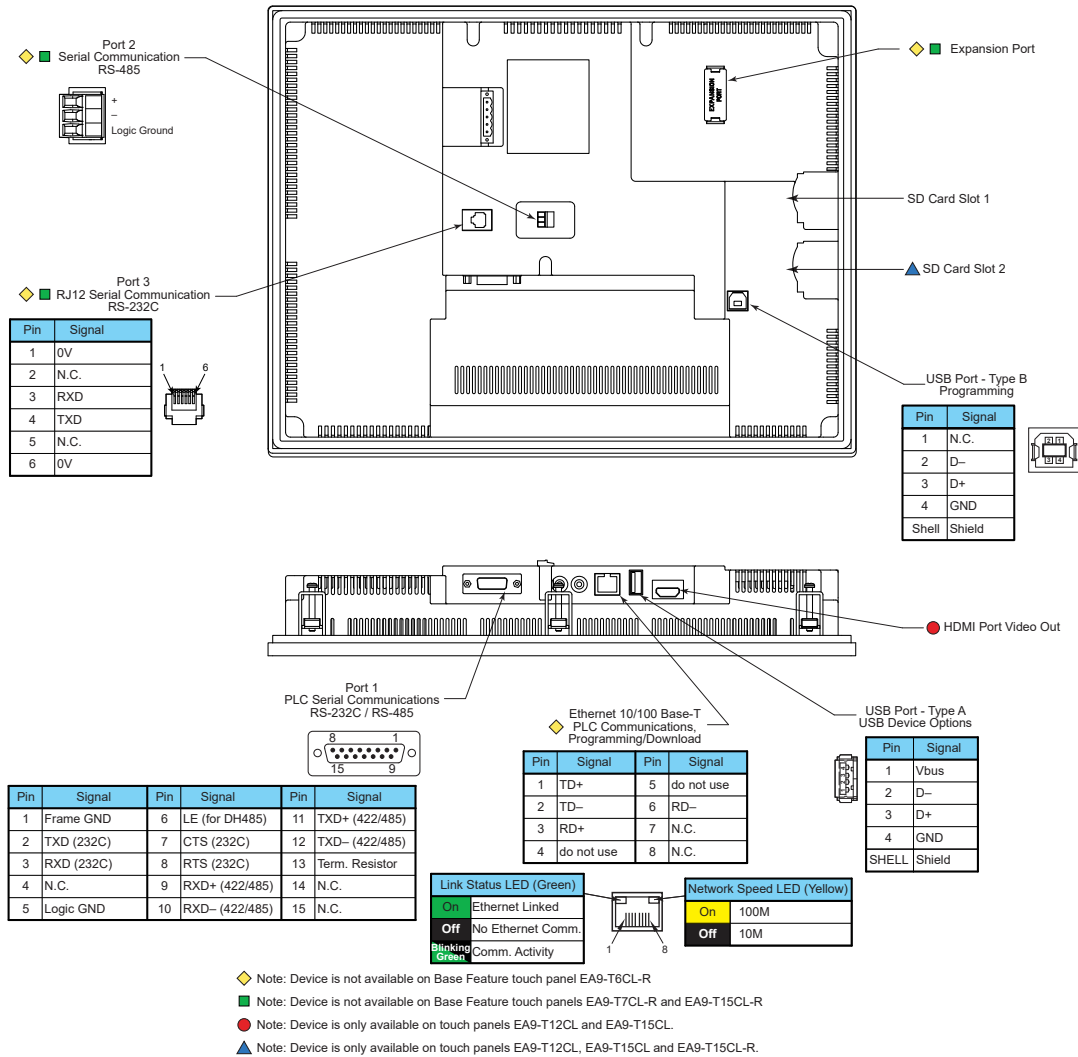


See our website www.AutomationDirect.com for complete engineering drawings.

Mounting Cutout



C-more Communication Ports



Ethernet Port

The Ethernet port has several uses:

- Download program to panel
- Communicate to PLCs/PCs
- Send e-mail
- Access FTP server
- Act as a Web server
- Remote Internet access

The Ethernet port has an RJ-45 8-wire modular connector with green and yellow LEDs.

- The yellow LED indicates network speed – off for a 10 Mbps connection and illuminated for a 100 Mbps connection.
- The green LED indicates link status and illuminates when a link is established.

Note: EA6-T6CL-R does not include an Ethernet port, and does not have these capabilities.

Expansion Port

The expansion port supports the EA-ECOM module to provide a second Ethernet Port for all full featured models.

USB Port B

Program *C-more* via the USB programming port. It's fast and easy, with no baud rate settings, parity, or stop bits to worry about. We stock standard USB cables for your convenience. USB Port B can be used to upload or download projects to and from a PC.

USB Port A

The Universal Serial Bus (USB) Port A is a standard feature on all models and can be used to connect various USB HID (Human Input Device) devices to the panel, such as the following:

- USB flash drives (USB-FLASH)
- USB keyboards
- USB barcode scanners
- USB card scanners

C-more can log data to the USB flash drive as well as load projects to the panel from the pen drive. You can also back up project files and panel firmware.

Sound Interface (Audio Line Out)

When attached to an amplifier and speaker(s), *C-more* can play warning sounds or pre-recorded messages such as: "conveyor is jammed". *C-more* supports WAV type files. The output is stereo.

Serial Port

Port 1 - Connect to your serial controller network via Port 1. Port 1 is a 15-pin port that supports RS-232 or RS-422/485.

Port 2 - Connect your RS-485 network via Port 2. Port 2 is provided with a 3-wire removable terminal block.

Port 3 - Connect to your RS-232C device via Port 3. Port 3 is an RJ12 connection.

HDMI Video Out

EA9-T12CL and EA9-T15CL include an HDMI Type A port to provide video output to a projector or remote monitor.

C-more Selection Guide & Specifications

Specification	Model	8" TFT color w/ full features	10" TFT color w/ full features	10" TFT color Widescreen w/ full features
Part Number		EA9-T8CL	EA9-T10CL	EA9-T10WCL ←
Display Actual Size and Type		8.4" TFT color	10.4" TFT color	10.1" TFT color
Display Viewing Area		6.71" x 5.03" [170.4 mm x 127.8mm]	8.31" x 6.24" [211.2 mm x 158.4 mm]	8.77" x 4.93" [222.7 mm x 125.3 mm]
Weight		2.93 lb [1330g]	4.19 lb [1900g]	2.43 lb [1100g]
Screen Pixel		800 x 600 (SVGA)		1024 x 600 (WSVGA)
Display Brightness		310 nits (typ)	280 nits (typ)	240 nits (typ)
LCD Panel Dot Pitch		0.213 mm x 0.213 mm	0.264 mm x 0.264 mm	0.218 mm x 0.209 mm
Color Scale		65,536 colors		
Backlight Average Lifetime*		50,000 hours @ 25°C		
Touch Panel Type**		Four-wire analog resistive, single touch		
Project Memory		26MB		
Number of Screens		Up to 999 screens – limited by project memory		
Realtime Clock		Realtime clock built into panel, backed up for 30 days at 25°C		
Calendar – Month / Day / Year		Yes - monthly deviation 60sec (Reference)		
Serial Port 1		15-pin D-sub female – RS232C, RS-422/485		
Serial Port 2		3-wire terminal block – RS-485		
Serial Port 3		RJ-12 modular jack – RS-232C		
USB Port – Type B		USB 2.0 High speed (480 Mbps) Type B – Download/Program – Max. cable length 15-feet		
USB Port – Type A		USB 2.0 High speed (480 Mbps) Type A – for USB device options – Max. cable length 15-feet – Bus Power – Less than 200mA at 5VDC		
Ethernet Port		10/100 Base-T, auto MDI/MDI-X		
Ethernet Port - Expansion Module		EA-ECOM		
Audio Line Out		3.5 mm mini jack – requires amplifier and speaker(s)		
Mic In (Future)		3.5 mm mini jack		
SD Card Slot		1 slot supports max 2GB (SD,) max 32GB (SDHC)		
HDMI Video Out		N/A		
Supply Power		10.2-26.4 VDC Class 2, Use Class2 and SELV (Safety Extra-Low Voltage) Circuit and Limited Energy Circuit (LEC), or use the AC/DC Power Adapter, EA-AC, to power the touch panel from a 100-240 VAC, 50/60 Hz power source. Reverse Polarity Protected		
Power Consumption		18.0 W 1.50 A @ 12VDC 0.75 A @ 24VDC		17.0W 1.42A @ 12 VDC 0.71A @ 24 VDC
Internal Fuse (non-replaceable)		6.3 A		
Altitude		Up to 2000m (6562ft)		
Operating Temperature		0 to 50°C (32 to 122°F) Maximum surrounding air temperature rating: 50°C (122°F) IEC 60068-2-14 (Test Nb, Thermal Shock)		
Storage Temperature		-20 to +60°C (-4 to +140°F) IEC 60068-2-1 (Test Ab, Cold) IEC 60068-2-2 (Test Bb, Dry Heat) IEC 60068-2-14 (Test Na, Thermal Shock)		
Humidity		5-95% RH (non-condensing)		
Environment		For use in Pollution Degree 2 environment, no corrosive gases permitted		
Noise Immunity		(EN61131-2), EN61000-4-2 (ESD), EN61000-4-3 (RFI), EN61000-4-4 (FTB), EN61000-4-5 (Serge), EN61000-4-6 (Conducted) EN61000-4-8 (Power frequency magnetic field immunity) (Local Test) RFI, (145MHz, 440Mhz 10W @ 10cm), Impulse 1000V @ 1µs pulse		
Withstand Voltage		1000VAC, 1min. (FG to Power supply)		
Insulation Resistance		> 10M ohm @ 500VDC (FG to Power supply)		
Vibration		IEC60068-2-6 (Test Fc)		
Shock		IEC60068-2-27 (Test Ea)		
Emission		EN55011 Class A (Radiated RF emission)		
Enclosure		NEMA 250 type 4/4X indoor use only UL50 type 4X indoor use only IP-65 indoor use only (When mounted correctly)		
Agency Approvals		UL508, E157382 CE (EN61131-2), RoHS (2011/65/EU) CUL Canadian C22.2		

NOTES: *The backlight average lifetime is defined as the average usage time it takes before the brightness becomes 50% of the initial brightness. The lifetime of the backlight depends on the ambient temperature. The lifetime will decrease under low or high temperature usage.
**The touchscreen is designed to respond to a single touch. If it is touched at multiple points at the same time, an unexpected object may be activated.

C-more Communication Protocols & Cables

Compatibility Table			
PLC Family	Model	Protocols	
Allen-Bradley	MicroLogix 1000, 1100, 1200, 1400, 1500, SLC 5-01/02/03	DH485/AIC/AIC+	
	MicroLogix 1000, 1100, 1200, 1400 and 1500 SLC 5-03/04/05	DF1 Half Duplex; DF1 Full Duplex	
	ControlLogix™, CompactLogix™, FlexLogix™	DF1 Full Duplex	
	PLC-5	DF1 Full Duplex	
	ControlLogix, CompactLogix, FlexLogix - Tag Based	DF1 Half Duplex; DF1 Full Duplex	
	ControlLogix, CompactLogix, FlexLogix - Generic I/O Messaging	EtherNet/IP Server	
	ControlLogix, CompactLogix, FlexLogix - Tag Based	EtherNet/IP Client	
	Micrologix 1100, 1400 & SLC5/05, all via native Ethernet port	EtherNet/IP Client	
	MicroLogix 1000, 1100, 1200, 1400, 1500 & SLC 5-03/04/05, all via ENI Adapter	Modbus RTU	
	Micro 800 series	Modbus TCP	
Modbus RTU	Modbus RTU devices	Modbus RTU	
	Modbus TCP/IP devices	Modbus TCP/IP	
Modbus TCP/IP	Modbus TCP/IP devices	Modbus TCP/IP	
	90/30, 90/70, Micro 90, VersaMax Micro	SNPX	
GE	90/30, Rx3i	SRTP Ethernet	
	FX Series	FX Direct	
Mitsubishi	Q02, Q02H, Q06H, Q12H, Q25H	Q CPU	
	Q, QnA Serial	QnA Serial	
	Q, QnA Ethernet	QnA Ethernet	
Omron	C200 Adapter, C500	Host Link	
	CJ1/CS1 Serial, CJ1/CS1 Ethernet	FINS	
Modicon	984 CPU, Quantum 113 CPU, AEG Modicon Micro Series 110 CPU: 311-xx, 411-xx, 512-xx, 612-xx	Modbus RTU	
Siemens	S7-200 CPU, RS-485 Serial	PPI	
Siemens	S7-200 CPU, S7-300 CPU, S7-400, S7-1200 CPU, S7-1500; Ethernet	Ethernet ISO over TCP	
	all	AutomationDirect P3000 Serial	
Productivity Series	all	AutomationDirect P3000 Ethernet	
Do-more	all	Do-more Serial	
CLICK	all	Do-more Ethernet	
	all	AutomationDirect Modbus (CLICK)	
DirectLOGIC	DL05/DL06	all	K-Sequence
		H0-ECOM/H0-ECOM100	Direct NET
	DL105	all	Modbus (Koyo addressing)
			DirectLOGIC Ethernet
	DL205	D2-230	K-Sequence
		D2-240	K-Sequence
		D2-250/D2-250-1/D2-260/D2-262	Direct NET
			Modbus (Koyo addressing)
		D2-240/D2-250-1/D2-260 using D2-DCM	Direct NET
			Modbus (Koyo addressing)
		H2-ECOM/H2-ECOM100	DirectLOGIC Ethernet
		DL305	D3-330/330P (Requires the use of a Data Communications Unit)
	D3-340		Direct NET
	D3-350		K-Sequence
	D3-350 using D3-DCM		Direct NET
	DL405	D4-430	Modbus (Koyo addressing)
		D4-440	Direct NET
		D4-450/D4-454	K-Sequence
			Direct NET
		All with D4-DCM	Modbus (Koyo addressing)
		H4-ECOM/H4-ECOM100	Direct LOGIC Ethernet
		H2-WinPLC (Think & Do) Live V5.2 or later and Studio any version	Think & Do Modbus RTU (serial port)
		H2-WinPLC (Think & Do) Live V5.5.1 or later and Studio V7.2.1 or later	Think & Do Modbus TCP/IP (Ethernet port)

Cable Description	Cable Part Number
Communication cable, 15-pin male D-sub to 6-pin RJ12, 9.8ft/3m cable length. For use with C-more or C-more Micro panel and AutomationDirect PLCs with RJ12 ports.	EA-2CBL
Communication cable, 15-pin male D-sub to 15-pin D-sub HD15 male, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and a DL06, D2-250(-1), D2-260 or D2-262 (bottom port) CPU.	EA-2CBL-1
Communication cable, 15-pin male D-sub to 6-pin RJ11, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and a D3-340 CPU top or bottom port.	EA-3CBL
Communication cable, 15-pin male D-sub to 15-pin male D-sub, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and a DL405 (top port) CPU.	EA-4CBL-1
Communication cable, 15-pin male D-sub to 25-pin male D-sub, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and a D2-DCM, D3-232-DCU, D3-350 (bottom port) or DL405 (bottom port) CPU.	EA-4CBL-2
Communication cable, 15-pin male D-sub to 8-pin male mini DIN, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and an Allen-Bradley Micrologix CPU.	EA-MLOGIX-CBL
Communication cable, 15-pin male D-sub to 9-pin female D-sub, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and an Allen-Bradley SLC 5/03, 5/04 or 5/05 CPU with DF-1 port.	EA-SLC-232-CBL
Communication cable, 15-pin male D-sub to 25-pin male D-sub, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and an Allen-Bradley PLC-5 CPU with a DF-1 port.	EA-PLC5-232-CBL
Communication cable, 15-pin male D-sub to 6-pin RJ45, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and an Allen-Bradley SLC 5/01, 5/02 or 5/03 CPU with a DH485 port cable.	EA-DH485-CBL
Communication cable, 15-pin male D-sub to 15-pin male D-sub, 3m/9.8ft cable length. For use with C-more or C-more Micro and GE Fanuc Series 90/30 or 90/70 serial port.	EA-90-30-CBL
Communication cable, 15-pin male D-sub to 25-pin male D-sub, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and a Mitsubishi FX Series CPU.	EA-MITSU-CBL
Communication cable, 15-pin male D-sub to 8-pin male mini DIN, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and a Mitsubishi FX Series CPU.	EA-MITSU-CBL-1
Communication cable, 15-pin male D-sub to 25-pin male D-sub, 3m/9.8ft cable length. For use with C-more or C-more Micro panel and an Omron C200 or C500 CPU.	EA-OMRON-CBL

Example Cables:

EA-2CBL



EA-2CBL-1



C-more Computer Programming Connections

Using the **C-more** Programming Software EA9-PGMSW for project development, the HMI can be connected to a PC (personal computer) in one of several ways:

- Connect a USB Programming Cable such as (USB-CBL-AB15) from a USB port type A on the PC to the USB type B programming port on the C-more HMI. The USB connection is for direct connection only and does not support USB hubs.
- Connect the **C-more** HMI to a PC with a Cat5 Ethernet cable via an Ethernet switch. Multiple **C-more** HMIs can be programmed in this configuration.

Following are the minimum system requirements for running **C-more** Programming Software, p/n EA9-PGMSW, on a PC:

- USB or Ethernet connection to HMI (cables sold separately).
- Windows operating system - see automationdirect.com for specific operating system requirements.

USB Programming Cable



Part No. USB-CBL-ABxx

USB Programming Cables		
Part Number	Length	Price
USB-CBL-AB3	3 feet	
USB-CBL-AB6	6 feet	
USB-CBL-AB10	10 feet	
USB-CBL-AB15	15 feet	

Stride® Ethernet Switch



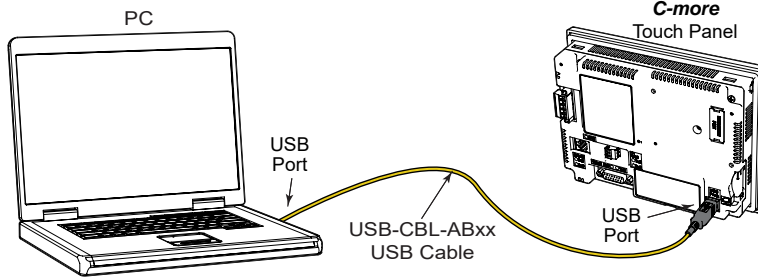
Part No. SE2-SW5U

NOTE: Regarding Ethernet access to a C-more HMI.

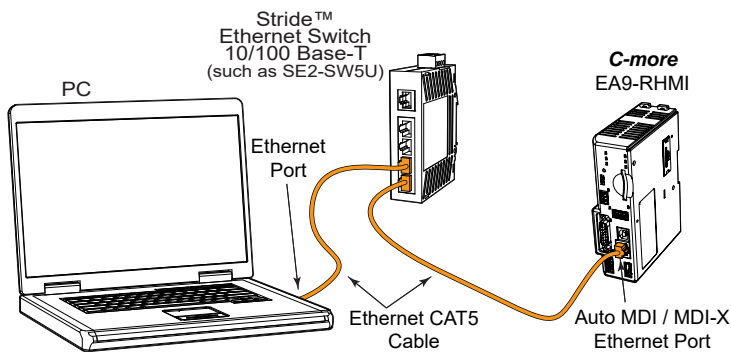
If you intend to take advantage of the methods of remote access to the HMI, including the web server, PC remote access, FTP, iPhone or iPad app, you need to consider the security exposure in order to minimize the risks to your process and your C-more HMI.

Security measures may include password protection, changing the ports exposed on your network, including a VPN in your network, and other methods. Security should always be carefully evaluated for each installation.

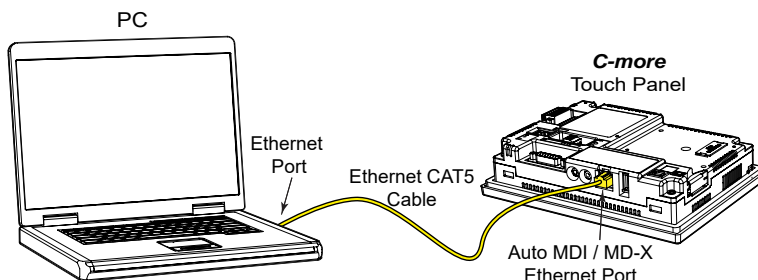
USB Connectivity



Ethernet Connectivity via a Hub or Switch



Ethernet Direct Connection



Marina Coast Water District
Agenda Transmittal

Agenda Item: 11-E

Meeting Date: August 17, 2020

Prepared By: Andrew Racz
Reviewed By: Michael Wegley

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-54 to Approve the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update; and, Authorize the General Manager to Enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration

Staff Recommendation: The Board adopt Resolution No. 2020-54 to Approve the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update and authorize the General Manager to enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration.

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.*

Detailed Description: Marina Coast Water District (MCWD, District) is a member agency of the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Group (MPIRWMG). The intent of the Integrated Regional Water Management (IRWM) program is to encourage local and regional agencies to implement projects focused on meeting multiple water resources needs on a regional basis. The California Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB) have encouraged local and regional water resource management entities to establish integrated regional water management plans (IRWMPs) through the collaboration of planning efforts and project coordination.

In November 2014, California voters approved the Prop 1 Water Bond, a \$7.12 billion measure that included \$810 million for expenditures on and competitive grants/loans to IRWM projects. The DWR began soliciting applications for Round 1 funding grants in early 2019, and in December 2019, the MPIRWMG submitted an implementation grant proposal for four projects totaling \$2,317,040. In July 2020, the DWR notified the MPIRWMG that the group's proposal had been approved. The grant amount includes \$285,000 in matching funds for the Coe Avenue Recycled Water Distribution Pipeline, a CIP that will provide advance-treated recycled water for landscape irrigation to MCWD customers in Seaside Highlands and adjacent areas within the City of Seaside. The pipeline is one of several distribution pipelines being built by MCWD as part of the Regional Urban Water Augmentation Project (RUWAP) to distribute recycled water to potential end-users who currently use potable water to meet outdoor irrigation needs. The attached Project Information Form from the MPIRWMG's Prop 1 grant application contains a more detailed description of the Coe Avenue project and its potential benefits. This matching grant will help to reduce the amount of money that MCWD must borrow to complete the project.

Action Item 1: Approve 2019 IRWM Plan Update

The District Board is being asked to authorize execution of the MPIRWMG's 2019 IRWM Plan Update (final draft dated September 25, 2019). The IRWM Plan's previous update occurred in 2014 which the Board adopted by Resolution No. 2014-37. The 2019 updates were added based on updated guidance from DWR to comply with new state-level water legislation since 2014 (e.g. SGMA – the Sustainable Management Groundwater Act; 20x2020 Water Efficiency Goals; changes to the California Water Code etc.), as well as specifically to comply with eligibility requirements to receive Prop 1 grant funding. The update also includes a focused list of Prioritized Regional Objectives in focus areas such as Water Supply, Water Quality, Climate Change, etc. which served as a guiding framework for evaluating and ranking proponent agencies' Prop 1 project proposals. MCWD staff participated in monthly MPIRWMG meetings throughout 2019 to provide input on the IRWM Plan Update process.

In May 2019, the Board adopted by Resolution No. 2019-37 approving an updated Memorandum of Understanding (MOU) among MPIRWMG member agencies as a precursor to IRWM plan updates. In order to be eligible for State IRWM grant funds under the California voter-approved Proposition 1, the IRWM Plan Update must be formally adopted by each agency receiving funds. The alternative is to not adopt the IRWM Plan Update and disqualify MCWD from receiving this already-awarded grant funding. Staff recommends approval of the updated 2019 IRWM Plan Update.

The Final Draft of the 2019 IRWM Plan Update and Appendices total 1,550 pages and are therefore not included in this Board packet as a physical attachment. Both documents can be accessed for review at MPWMD's website at the following addresses:

Plan:

<https://www.mpwmd.net/wp-content/uploads/Final-Draft-IRWM-Plan-9-25-19.pdf>

Appendices:

<https://www.mpwmd.net/wp-content/uploads/All-IRWM-Plan-Appendices-09-24-19.pdf>

Action Item 2: Authorize General Manager to enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration

The Monterey Peninsula Water Management District (MPWMD) was designated as the lead agency in the MPIRWMG's Round 1 Implementation Grant application. As lead agency, MPWMD will execute a grant agreement with the California Department of Water Resources (DWR) to receive grant funds, as well as with project proponents (including MCWD) to disburse funds to implement projects compliant with the grant. Agreements between MPWMD and project proponents will be in the form of Subgrantee Agreements. In February 2020, the MPWMD Board approved Resolution 2020-02 authorizing its General Manager to execute these agreements.

In exchange for providing administrative services benefiting MCWD and other project proponents, MPWMD will receive compensation via grant reimbursement as set forth in the State Grant Agreement. Per conditions set forth by DWR, grant administration costs are capped at 10% of the total grant amount. Grant administration costs were budgeted separately from the four proponent projects in MPIRWMG's grant application. As a result, MPWMD will be reimbursed directly by DWR for grant administration costs associated with MCWD's Coe Avenue project. No additional payments from MCWD to MPWMD for grant administration services will be required.

The attached template has been proposed by MPWMD as structure for a Subgrantee Agreement between MPWMD and MCWD. Subgrantee Agreements will be finalized and executed following the execution of the primary grant agreement between MPWMD and DWR. This action is expected to take place in September 2020. In the interim, there will be opportunity for staff and counsel to review and modify language in the proposed template, in order to ensure that the final version is favorable to the interests of the District. At the current time, it is requested that the MCWD Board grant the MCWD General Manager authority to enter into such an agreement at this later date, so as not to delay project funding. Staff recommends Board approval to enter a Subgrantee Agreement with MPWMD.

Financial Impact: X Yes No Funding Source/Recap: The Coe Avenue Recycled Water Distribution Pipeline is budgeted as part of the Recycled Urban Water Augmentation Project (RUWAP) Distribution System, CIP number RW-0174 in the Recycled Water cost center. The RUWAP is currently budgeted to be funded by a combination of grants and State Revolving Fund (SRF) loans totaling \$11,439,582. Award funding from the IRWM Prop 1 grant will offset \$285,000 of SRF loan funding that would otherwise need to be repaid. The SRF loan will be used as the source of matching funds for the IRWM grant.

Materials Included for Information/Consideration: Resolution No. 2020-54; Award Letter; Draft Subgrantee Agreement template; and, the Project Information Form.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

August 17, 2020

Resolution No. 2020-54
Resolution of the Board of Directors
Marina Coast Water District

Adopting the Monterey Peninsula, Carmel Bay, and South Monterey Bay Integrated Regional Water Management Plan Update and Authorizing the General Manager to enter into a Subgrantee Agreement with MPWMD for Prop 1 Funding Grant Administration

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

WHEREAS, the State of California desires to foster Integrated Regional Water Management (IRWM) planning and encourages local public, non-profit, and private (for profit) entities to define planning regions appropriate for managing water resources and to integrate strategies within these planning regions; and,

WHEREAS, the water resources management authority and interests in the planning area are currently distributed among various public agencies and other entities with a range of legal powers, regulatory responsibilities and interests; and,

WHEREAS, sensible water resources planning and management frequently requires actions in multiple jurisdictions; and,

WHEREAS, the Monterey Peninsula Integrated Water Resources Management Group (MPIRWMG) undertakes collaborative planning efforts with the stakeholders in the planning Region including public agencies, water providers, non-profit entities, residential water users, community, recreation, and environmental organizations to formulate water management goals, strategies, and objectives for the planning Region and to prioritize projects that address watershed and regional issues; and,

WHEREAS, the IRWM Plan Update is intended to be a living document, reviewed and updated over time; and,

WHEREAS, the Marina Coast Water District Board of Directors reviewed the IRWM Plan Update with its staff and the general public at its regular Board meeting on August 17, 2020 with the intent to adopt said Plan.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2020-54 approving the Monterey Peninsula Integrated Regional Water Management Group 2019 IRWM Plan Update and to direct the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on August 17, 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. 2020-54 adopted August 17, 2020.

Keith Van Der Maaten, Secretary

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



Transmitted via email only.

July 7, 2020

Maureen Hamilton
Water Resources Engineer
Monterey Peninsula Water Management District
5 Harris Court, Building G
Monterey, CA 93940

Award Notification for Round 1 Proposition 1 Integrated Regional Water Management (IRWM) Implementation Grant, Central Coast Funding Area

Dear Ms. Hamilton:

Congratulations! We are pleased to inform you that the proposal, Monterey Peninsula Water Management District Round 1 IRWM Implementation, filed by Monterey Peninsula Water Management District has been awarded **\$2,317,040** by the Department of Water Resources (DWR) for the Round 1 Proposition 1 IRWM Implementation Grant Solicitation. Costs incurred after June 26, 2020 will be eligible for grant reimbursement and costs incurred after January 1, 2015 can be used as required local cost share. This award is conditioned upon the execution of a Grant Agreement between DWR and your agency. Please see the [Agreement Template](#) for your reference.

Your timely attention is directed to the following requirements:**Within 14 calendar days of the date of this award letter:**

Award Acceptance - Please submit a letter or e-mail signed by the authorized representative (agreement signatory) confirming your agency as the Grantee to accept the grant award in the amount of \$2,317,040 and your commitment to provide the required non-State cost share of 50% of the total project costs, excluding projects receiving a cost share waiver or reduction.

Electronic Signatures - DWR uses DocuSign to process signatures electronically to expedite all grant-related documents requiring a signature. In order for DWR to send documents to you via DocuSign, we need your permission and consent. If you consent to the use of DocuSign, please send DWR a letter on official letterhead signed by the authorized representative, consenting to the use of DocuSign for all transactions related to this award. Please contact the DWR Project Manager if you would like sample language. If you prefer not to use electronic signatures, DWR can send documents for original (wet) signatures via email or mail, but this can delay the process significantly, especially during situations such as the COVID-19 public health emergency.

Within 60 calendar days of the date of this award letter, or as otherwise specified in the attachment:

Vendor Information - You will receive a Vendor Packet from one of our Grants Analysts shortly; submitting the vendor forms is required to establish grantee contact and payment information with DWR's Accounting Office.

Ms. Hamilton
July 7, 2020
Page 2

Eligibility Requirements - Attachment 1 (Eligibility Criteria Self Certification Form) outlines the conditions that must be met before the grant agreement can be executed and additional requirements that must be addressed to maintain continuing eligibility and receive grant funds. Please complete, sign (electronically if possible) and submit the form and any required additional documentation to the DWR Project Manager according to the specified time periods.

Changes to Work Plan, Budget, and/or Schedule: Please submit a list of projects to be included in the Grant Agreement and any changes to the work plan, budget, and/or schedule since the proposal was submitted. Any proposed changes should be submitted as a Word document in track changes to the original document (work plan, budget and/or schedule), and an explanation of the changes provided. Changes will only be considered acceptable by DWR if the project maintains or increases the level of quality and benefits as compared to the original proposal, unless the grant award amount is less than what was requested in the proposal.

Following receipt of all required information, the DWR Project Manager will work with you to complete the grant agreement for execution and schedule a kick-off meeting.

Your timely attention to these requirements is critical to execute the Grant Agreement; failure to do so may result in DWR revoking the grant award. Please submit the required information in the time periods specified to the DWR Project Manager Monia Holleman at Monia.Holleman@water.ca.gov.

Please contact Maria Lorenzo-Lee at Maria.Lorenzo-Lee@water.ca.gov or (916) 657-4893 or Ashley Gilreath at Ashley.Gilreath@water.ca.gov or (916) 653-9190 for any questions regarding the required materials.

Again, congratulations to you and your Local Project Sponsors on this well-deserved grant award. Our team appreciates the time and effort you contributed to this new and improved grant solicitation process and we will be reaching out in coming months to get your feedback for use in developing the process for Round 2 starting in 2021. We look forward to working with you to complete these IRWM projects to build water resilience in your communities.

Sincerely,

Carmel Brown

Carmel Brown P.E.
Chief, Financial Assistance Branch
Division of Regional Assistance

MJ EE

Attachment 1 – Eligibility Criteria Self-Certification Form

Recitals

- A.** The Monterey Peninsula Water Management District, hereinafter called "MPWMD" or "District," has agreed to enter into Agreement Number <SAP Agreement Number>, hereinafter called State Grant Agreement, with the Department of Water Resources of the State of California, hereinafter called "DWR" or "State," pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The State funding will assist in financing the projects identified in the Grant Agreement associated with the adopted Integrated Regional Water Management (IRWM) Plan for the Monterey Peninsula, Carmel Bay, and South Monterey Bay. The State Grant Agreement (**Exhibit F**), and any subsequent amendments thereto, are incorporated herein by reference.
- B.** The term Local Project Sponsor (LPS) refers to the implementing agency intended to receive grant funding pursuant to said State Grant Agreement for work to be completed by LPS as set forth in said State Grant Agreement. LPS shall be assigned in accordance with the participating agencies identified in the State Grant Agreement. All work to be completed by LPS is referred to in this Agreement as "Project" and is defined as a group of activities as set forth in the State Grant Agreement **Exhibit A** (Work Plan); however, an individual LPS that enters into a Subgrantee Agreement with MPWMD for grant funds is responsible only for its portion of activities and not for activities proposed by any other LPS.
- C.** The parties acknowledge that MPWMD will administer the distribution of grant funds to each LPS pursuant to the State Grant Agreement. The LPS agrees to act on behalf of MPWMD for the purposes of its individual Project management, oversight, compliance, and operations and maintenance. LPS is responsible for all other aspects of its Project in a manner to ensure MPWMD's compliance with the State Grant Agreement. LPS is solely responsible for design, construction, and operation and maintenance of the project it has proposed in State Grant Agreement, **Exhibit A**, Work Plan. Review or approval of plans, specifications, bid documents, or other construction documents by MPWMD or the State is solely for the purpose of proper administration of funds by MPWMD or the State and shall not be deemed to relieve or restrict responsibilities of the LPS under this Agreement.
- D.** The term of this Agreement begins on the date this Agreement is fully executed by both MPWMD and the Local Project Sponsor and ends on the termination date specified in the State Grant Agreement.
- E.** The parties desire to set forth the terms and conditions under which the Local Project Sponsor is to receive grant funds from MPWMD.

**AGREEMENT BETWEEN THE
MONTEREY PENINSULA WATER MANAGEMENT DISTRICT AND**

<SUBGRANTEE>

**FOR FUNDS FROM A PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL
WATER MANAGEMENT (IRWM) GRANT TO THE MONTEREY PENINSULA,
CARMEL BAY, AND SOUTH MONTEREY BAY PLANNING REGION TO
COMPLETE**

<NAME OF PROJECT>

THIS AGREEMENT is entered into this ____ day of _____, by and between <Subgrantee Name>, hereinafter called "Subgrantee" or "Local Project Sponsor," and the Monterey Peninsula Water Management District, hereinafter called "MPWMD" or "District" for the purposes of completing <NAME OF PROJECT>, hereinafter called "Project," and receiving reimbursement from the State Grant for a portion of Project expenses.

SECTION I
SCOPE OF SERVICES

MPWMD hereby engages Subgrantee to complete the Project as forth in **Exhibit A**, <Project Scope of Work>, hereinafter referred to as **Exhibit A**, Work Plan, which is an integral part of the State Grant Agreement between the State of California Department of Water Resources and the Monterey Peninsula Water Management District, Agreement Number <SAP Agreement Number>, pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.), hereinafter referred to as State Grant Agreement and incorporated as **Exhibit F** to this Agreement.

SECTION II
COMPENSATION

A. GRANT REIMBURSEMENT SCHEDULE

Grant reimbursements payable to Subgrantee for services specified herein shall be in accordance with **Exhibit B**, Budget as shown in the State Grant Agreement. The cost of the Project is estimated to be <enter \$ amount >. Subgrantee agrees to be responsible for the Non-State Share and Other Cost Share of the Project as shown in **Exhibit B**, Budget. The Subgrantee's cost share is estimated to be <enter \$ amount >. Costs incurred after June 26, 2020 will be eligible for grant reimbursement and costs incurred after January 1, 2015 can be used as required local cost share.

B. METHOD OF PAYMENT

Reimbursement of funds expended by Subgrantee shall be based on work described in **Exhibit A**, Work Plan. In order to receive disbursement of grant funds, Local Project Sponsor shall submit

to MPWMD quarterly invoices for eligible project costs as defined in the State Grant Agreement Item 7 (Eligible Project Cost) in a form required by MPWMD. Supporting documentation as described in the State Grant Agreement Item 8 (Method of Payment) shall accompany each invoice. The documentation required by this paragraph shall be sent to:

Maureen Hamilton, Water Resources Engineer
Monterey Peninsula Water Management District

mhamilton@mpwmd.net

MPWMD shall request reimbursement from the State for Subgrantee's costs, subject to a finding by MPWMD that the invoice and supporting documentation are consistent with the requirements of **Exhibit F**, State Grant Agreement. Where MPWMD finds the invoice and supporting documentation for work to be unsatisfactory, MPWMD shall describe deficiencies in writing or by electronic mail (e-mail) to Subgrantee within ten (10) days. Subgrantee shall have the option of revising the invoice and supporting documentation to delete reimbursement requests for invoices that are deemed unsatisfactory or revising unsatisfactory invoices and resubmitting a reimbursement request. Payments to Subgrantee are due and payable within thirty (30) days after receipt of grant funds from the State. As specified in State Grant Agreement, Exhibit D.36, ten percent (10%) of the maximum payment shall be retained by State, until such time as State releases retention to MPWMD. The final invoice for work performed shall be submitted by Subgrantee to MPWMD not later than 30 days after completion of Project work as set forth in **Exhibit C**, Schedule. MPWMD shall submit such invoice to State with request for release of retention(s) not later than 60 days after receipt of invoice.

C. MAXIMUM PAYMENT

Payments to Subgrantee for Project expenses incurred under this Agreement **shall not exceed <enter \$ grant amount>**. This amount may be reduced as per the Paragraph 5.A.ii., State Grant Agreement.

SECTION III INSPECTION OF WORK

Authorized representatives of MPWMD shall have access to Subgrantee's offices or other work location during normal business hours for the purpose of review and inspection of work activities undertaken pursuant to this Agreement.

SECTION IV OWNERSHIP OF PROJECT REPORT

For the purposes of retaining records for any future audits, Subgrantee shall provide MPWMD electronic copies of all original documents, explanations of methods, maps, tables, computer programs, reports and other documents prepared under this Agreement and described as deliverables in **Exhibit F**, State Grant Agreement.

Subgrantee may be required to provide additional documents to the State. MPWMD shall forward to the State all such requested documents.

If not specifically described as a deliverable, Subgrantees are encouraged to provide all digital data used to generate tables, figures, diagrams, images, Geographical Information System (GIS) or Computer Aided Design (CAD) layers.

Global Positioning System (GPS) data deliverables should include the following:

- Original rover files, unless otherwise specified by MPWMD
- Base station correction files, unless otherwise specified by MPWMD
- Differentially corrected GPS files, if requested by MPWMD
- Copies of field data collection notes
- Completed documentation sheet for each collection event
- Almanac files are optional

GIS deliverables should include the following:

- Geospatial dataset generated from GPS data in Environmental Systems Research Institute, Inc.'s (ESRI) shapefile format, including a projection file. In this regard, point features shall be generated as point shapefiles, linear features shall be generated as line shapefiles, and area features shall be generated as polygon shapefiles.
- Each geospatial dataset shall be accompanied by documentation sufficient to meet the Content Standard for Digital Geospatial Metadata (CSDGM), Vers. 2 (FGDC-STD-001-1998), dated June 1998.
- Any geospatial dataset derived from new or existing geospatial data in shapefile format, along with an explanation of the methodology used to generate the derived geospatial data.

SECTION V TIME OF PERFORMANCE

Subgrantee shall begin work upon the effective date of this Agreement and shall complete all tasks described herein according to the schedule shown in **Exhibit C**, Schedule. Time is of the essence to this Agreement, and late performance may result in a termination of this Agreement pursuant to Section IX, Termination.

SECTION VI RESPONSIBILITIES

- A. Subgrantee agrees to secure at Subgrantee's own expense all personnel, materials, and related services required to perform the services under this Agreement. Subgrantee shall act as an independent Subgrantee and not as an agent or employee of MPWMD. Subgrantee shall have exclusive and complete control over Subgrantee's employees and subcontractors, and shall determine the method of performing the services hereunder.

- B. MPWMD shall provide Subgrantee with all data and documents in its possession related to the State Grant.
- C. Subgrantee shall perform the work and provide the documentation required of MPWMD or pertinent to Local Project Sponsor's Project in a timely manner as set forth, without limitation, in **Exhibit A**, Work Plan. Notwithstanding the foregoing, any documents or information required to be submitted to the State, Department of Water Resources, agents of the Department of Water Resources, agents of the State, shall be submitted by Subgrantee to MPWMD for submittal by MPWMD to the appropriate party designated in the State Grant Agreement.
- D. Subgrantee agrees to provide all required reports as specified in State Grant Agreement Item 14 (Submission of Reports), **Exhibit F**, according to a format and schedule as specified by MPWMD. This pertains to the quarterly Progress Report, quarterly Accountability Report (applicable to advance funds), Final Report, and Post-Performance Reports.
- E. Subgrantee shall coordinate and arrange for all meetings required to be held with other agencies or persons hereunder for the Project work specified in **Exhibit A**, Work Plan. Subgrantee shall be responsible for the reproduction of work produced by Subgrantee hereunder.
- F. MPWMD is to provide administrative services for the benefit of Local Project Sponsor and other local project sponsors, in the administration of this Agreement and the State Grant Agreement. MPWMD is to receive compensation via grant reimbursement for these services as set forth in the State Grant Agreement Exhibits A and B (Work Plan and Budget).

MPWMD agrees to provide grant administrative services for the term specified in the State Grant Agreement. In the event the terms or conditions of the State Grant Agreement are changed to accommodate the Local Project Sponsor, MPWMD shall be reimbursed by the Subgrantee for any additional administrative costs that are solely attributable to grant administration occurring beyond the original scope of work described in the State Grant Agreement.

- G. Subgrantee acknowledges that State Grant Agreement Item 5 (Basic Conditions) establishes the State shall have no obligation to disburse money for the Project under this Agreement until MPWMD, and as applicable the Subgrantee, has satisfied all the applicable conditions specified in Item 5.
- H. Subgrantee acknowledges its responsibility to comply with the applicable provisions of the State Grant Agreement Exhibit D. Standard Conditions. Special attention is directed to State Grant Agreement Section D5 "Audits." Subgrantee may be required to share in expenses associated with an audit and shall be required to maintain records for at least three

(3) years after Project completion.

- I. The Subgrantee agrees to indemnify, defend and save harmless MPWMD, its officers, agents and employees, from any and all claims and losses accruing or resulting to any and all subcontractors, material suppliers, laborers and any other person, firm or corporation who may be injured or damaged by the negligent acts, errors, and/or omissions of the Subgrantee, Subgrantee's employees, or Subgrantee's subcontractors or sub-subcontractors in the performance of this Agreement.
- J. Subgrantee agrees to perform all work for the Project under this Agreement in compliance with the terms and conditions of **Exhibit F**, State Grant Agreement.

SECTION VII INSURANCE

The Subgrantee shall procure, purchase at its expense and maintain in full force and effect such insurance as will protect it from claims, damages, losses, liability, costs, and expenses as set forth herein which may arise out of or result from or in any way connected with the Subgrantee's activities, work, services, and/or operations performed by the Subgrantee under this Agreement, whether such activities or operations be by itself or by any subcontractor or by any sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts the Subgrantee or any of them is or may be liable. The procurement and maintenance by the Subgrantee of policies required under this Agreement shall not relieve, limit or satisfy Subgrantee's obligation to indemnify, defend and save harmless MPWMD, its officers, directors, agents and employees.

- A. Subgrantee represents that Subgrantee will, prior to commencement of work pursuant to this agreement, name and endorse on to his Comprehensive General Liability insurance policy MPWMD and the State, its officers, agents and employees as "an insured" with respect to liability arising out of the activities, services, operations or work performed by Subgrantee for MPWMD (ISO form CG 20 09 11 85 or its equivalence). Subgrantee shall obtain and keep in full force and effect insurance policies and in appropriate limits as specified by the Insurance Requirements (**Exhibit D**) and shall require any subcontractor or sub-subcontractor to provide evidence of similar liability insurance coverages.
- B. Subgrantee shall add to Subgrantee's Comprehensive General Liability insurance policy a severability interest clause or such similar wording if Subgrantee's policy does not automatically have this clause already written into it. Such language shall be similar to: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, including claims made or suits brought by any person included within the persons insured provision of this insurance against any other such person or organization."
- C. All policies carried by Subgrantee shall contain a provision or be endorsed to state that coverage as respects to MPWMD and the State, its officers, agents and employees shall not be suspended, voided, canceled or non-renewed except after the insurance company

has given to MPWMD at least forty-five (45) days prior written notice to the address shown below prior to any such termination of coverage becomes effective.

- D. Subgrantee shall, on all policies or coverages required to be carried by Subgrantee pursuant to this Agreement, give to MPWMD forty-five (45) days prior written notice by certified mail, return receipt requested, to the address shown below notification of any limitations, reductions or material change in coverage or in limits available.
- E. Prior to the execution of the Agreement, Subgrantee shall file with MPWMD certificates of insurance coverage actually in force required to be carried by Subgrantee pursuant to this Section VII and Insurance Requirements (**Exhibit D**). With respect to each renewal or replacement of any such insurance, the requirements of this paragraph must be complied with not less than forty-five (45) days prior to the expiration or cancellation of the policy being renewed or replaced.
- F. All insurance policies carried by or available to Subgrantee shall be primary and not excess nor contributing with any insurance issued to or available to MPWMD. Any insurance or self-insurance maintained or carried by MPWMD shall be excess of the Subgrantee's insurance and shall not participate in nor contribute with such insurance carried by or available to Subgrantee. MPWMD will not be responsible for any payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements. The cost of such insurance shall be borne solely by the Subgrantee.
- G. In the event Subgrantee elects to utilize existing policies to meet insurance requirements specified herein for comprehensive general liability and or professional errors and omissions coverages, Subgrantee shall provide an accurate history of claims filed against either of those policies during the past twenty-four (24) months along with amounts paid and reserves outstanding.
- H. MPWMD shall be under no duty either to ascertain the existence of or to examine such insurance policies or to advise Subgrantee in the event such insurance coverage does not comply with the requirements hereof. However, MPWMD may, at any time, and from time to time, inspect and copy any and all insurance policies, endorsements, certificates and correspondence required to be carried by Subgrantee pursuant to this Agreement.

SECTION VIII CHANGES AND CHANGED CONDITIONS

If, during the course of the work herein contemplated, the need to change the Project Work Plan or the time schedule should arise, for whatever reasons, whichever party first identifies such need to change shall notify the other party in writing. The representatives of the parties shall meet within seven (7) working days of the date of such notice, to discuss the need for change so identified and to set the proposed action to be taken by the parties. A change in the Project Work Plan may also result in a change in the compensation amount. Compensation changes shall be based upon the Project Budget (**Exhibit B**) attached hereto. Any changes agreed to shall be

documented by duly executed amendments to this Agreement and to **Exhibit F**, State Grant Agreement.

SECTION IX TERMINATION

MPWMD may terminate this Agreement by written notice to Subgrantee at any time prior to completion of work described in **Exhibit A**, Work Plan, at the option of MPWMD, upon violation by the Subgrantee of any material provision after such violation has been called to the attention of the Subgrantee and after failure by the Subgrantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by MPWMD. In the event of such termination, the Subgrantee agrees, upon demand, to immediately repay to MPWMD an amount equal to the amount of grant funds disbursed to the Subgrantee prior to such termination, if such a demand is made by the State. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Subgrantee to the date of full repayment by the Subgrantee. In addition, Subgrantee agrees to pay all costs incurred by MPWMD to recover such funds.

SECTION X SUB-CONTRACTING

Subgrantee agrees that all provisions in the State Grant Agreement applying to Subgrantee shall also apply to its sub-contractors.

SECTION XI NONDISCRIMINATION AND FAIR EMPLOYMENT

During the performance of this Agreement, the Subgrantee and its contractors shall comply with the requirements in State Grant Agreement, **Exhibit F**.

SECTION XII DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: Subgrantee, its contractors or subcontractors shall certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace. Prior to commencement of work pursuant to this agreement, the Subgrantee, and all sub-subgrantees and subcontractors performing any portion of the work, shall complete and submit to MPWMD a Drug-Free Workplace Certification (**Exhibit E**).

SECTION XIII

INTEREST OF SUBGRANTEE

During the performance of this Agreement, the Subgrantee and its contractors shall comply with the requirements in State Grant Agreement, Exhibit F.

SECTION XIV CONTINGENT FEES

Subgrantee warrants that Subgrantee has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee to solicit or secure this Agreement, and that Subgrantee has not paid or agreed to pay any company, or person, other than a bona fide employee working solely for Subgrantee, any fee, commission, percentage, brokerage fee, gifts, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, MPWMD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, gift or contingent fee.

SECTION XV DISPUTES

In the event of a dispute arising out of the performance of this Agreement either party shall, as soon as a conflict is identified, submit a written statement of the conflict to the other party. Within five (5) working days of receipt of such a statement of conflict, the second party will respond and a meeting will be arranged not more than five (5) working days thereafter to arrive at a negotiated settlement or procedure for settlement. If, within twenty (20) working days from the initial filing of a statement of conflict an agreement cannot be reached, it is agreed that the dispute may be resolved in a court of law competent to hear this matter. This Agreement shall be construed in accord with California law and it is agreed that venue shall be in the County of Monterey. The prevailing party shall be awarded costs of suit, and attorneys' fees.

SECTION XVI NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address, as follows:

MPWMD: Monterey Peninsula Water Management District
5 Harris Court, Building G
P. O. Box 85
Monterey, CA 93942-0085
Attention: Dave Stoldt, General Manager

SUBGRANTEE:

SECTION XVII
AMENDMENTS

This Agreement together with **Exhibits A through F** sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements expressed or implied, oral or written, except as set forth herein. This Agreement may not be amended except upon written amendment, executed by both parties hereto.

SECTION XVIII
ATTACHMENTS

The following exhibits attached hereto and referred to in the preceding sections are, by reference, incorporated herein and made an integral part of this Agreement:

- Exhibit A.** Work Plan
- Exhibit B.** Project Schedule
- Exhibit C.** Project Budget
- Exhibit D.** Insurance Requirements
- Exhibit E.** Drug-Free Workplace Policy and Certification
- Exhibit F.** Grant Agreement between the State of California Department of Water Resources and the Monterey Peninsula Water Management District, Agreement Number <enter SAP number>4600009436, Proposition 1 Round 1 Integrated Regional Water Management (IRWM) Implementation Grant

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written.

MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

BY: David Stoldt, General Manager

SUBGRANTEE

BY:

FEDERAL TAX IDENTIFICATION NUMBER _____

EXHIBIT A – Work Plan

See Exhibit A to State Grant Agreement No. <46000XXXXX>

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>



EXHIBIT B – Budget

See Exhibit B to State Grant Agreement No. <4600XXXXX>

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>



EXHIBIT C – Schedule

See Exhibit C to State Grant Agreement No. <46000XXXXX>

PROJECT X: <Awarded Project Name> (as an example purpose only, not specific)

IMPLEMENTING AGENCY: <Agency Name / Local Project Sponsor Name>



INSURANCE REQUIREMENTS

- I. Subgrantee shall provide evidence of valid and collectible insurance carried for those exposures indicated by an "X".
- A. X Professional Liability Errors & Omissions
 - B. X Workers Compensation and Employers Liability
 - C. X Automobile Liability - "Any Auto - Symbol 1"
 - D. X Comprehensive General Liability, including Bodily Injury, Property Damage and Personal Injury
 - E. X Owners & Contractors Protective
 - F. Protection & Indemnity (Marine/Aviation)
- II. The minimum limit of protection provided by insurance policies for each of the coverages listed above shall be not less than \$2,000,000. The procurement and maintenance by the Subgrantee of the policies required to be obtained and maintained by Subgrantee under this Agreement shall not relieve or satisfy Subgrantee's obligation to indemnify, defend and save harmless the District or the State, its officers, agents and employees.
- III. Evidence of insurance carried shall be Certificates of Insurance for the current policies. . The District and the State, its officers, agents and employees shall be listed as a certificate holder on the Subgrantee's Comprehensive General Liability insurance policy and the policy must be endorsed to provide a 45-day prior written notice of cancellation.
- IV. The District requires that all Subgrantees carry a commercial liability policy written on a broad comprehensive general liability form.
- A. Such protection is to include coverage for the following hazards, indicated by an "X":
 - 1. X Premises and Operations
 - 2. X Products and Completed Operations
 - 3. Explosion Collapse and Underground
 - 4. X Broad Form Blanket Contractual
 - 5. X Broad Form Property Damage
 - 6. X Personal Injury, A, B & C
 - 7. X Employees named as Persons Insured
 - 8. X Protective and/or Contingent Liability (O&CP)
 - B. The "Persons Insured" provision on each comprehensive general liability policy shall include as an insured the "Monterey Peninsula Water Management District, its officers, directors, agents and employees" and the "State, its officers, agents and

employees.”

- C. This policy shall contain a severability of interest clause or similar language to the following:
- “The insurance afforded applies separately to each insured against whom claim is made or suit is brought including claims made or suits brought by any persons included within the persons insured provision of the insurance against any other such person or organization.”
- D. All policies shall contain a provision that the insurance company shall give the District at least forty-five (45) days prior written notice mailed to the address shown below prior to any cancellation, lapse or non-renewal. The 45-day written notice must be shown on all certificates of insurance.
- E. Certificates of Insurance for the current policies shall be delivered by the Subgrantee to the Risk Manager for the District as verification that terms A, B, C and D have been met.
- V. All insurance correspondence, certificates, binders, etc., shall be mailed to:
- Monterey Peninsula Water Management District
Attn: Risk Manager
5 Harris Court, Building G
P.O. Box 85
Monterey, CA 93942-0085
- VI. All policies carried by the Subgrantee shall be primary coverage to any and all other policies that may be in force. The District shall not be responsible for payment of premiums due as a result of compliance with the terms and conditions of the insurance requirements.
- VII. All such policies of insurance shall be issued by domestic United States insurance companies with general policy holders' rating of not less than "B" and admitted to do business in the State of California. The policies of insurance so carried shall be carried and maintained throughout the term of this Agreement.

DRUG-FREE WORKPLACE POLICY CERTIFICATION

The District is committed to maintaining a work environment free from the influence of alcohol and drugs in keeping with the spirit and intent of the Drug-Free Workplace Acts of 1988 and 1990. Illegal drugs in the workplace are a danger to all of us. They impair health, promote crime, lower productivity and quality, and undermine public confidence in the work we do. The use of any controlled substances is inconsistent with the behavior expected of our employees, contractors and subcontractors. It subjects all employees, contractors, and subcontractors, as well as visitors to our facilities and work site, to unacceptable safety risks and undermines the District's ability to operate effectively and efficiently. In this connection, any location at which Monterey Peninsula Water Management District business is conducted, whether on District property or at any other site, is declared to be a drug-free workplace. This means that:

1. All employees, contractors, and subcontractors are absolutely prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance in the workplace or while engaged in District business off our premises. Any employee violating the policy is subject to discipline, up to and including termination for first offense. Violation of this policy by contractors or subcontractors could result in termination of the contract for their services.
2. Should you be required to take any kind of prescription or nonprescription medication which could affect your job performance, you are required to report this to your supervisor. Your supervisor will determine if it necessary to temporarily place you on another work assignment or to take other action as appropriate.
3. Employees, contractors, and subcontractors have the right to know the dangers of drug abuse in the workplace, the Monterey Peninsula Water Management District's policy about it, and what help is available to combat drug problems.
4. We will provide educational material and conduct training for all employees on this subject. The District also recognizes that substance abuse is treatable and is willing to provide referral assistance to those who want to understand and correct their problem before it impairs their performance and jeopardizes their employment. One source of treatment for drug/alcohol dependency is provided to District employees through their coverage under the Blue Cross Employee Assistance Program.
5. Any employee, contractor, or subcontractor convicted of violating a criminal drug statute in this agency's workplace must inform the District of such conviction (including pleas of guilty and nolo contendere) within five (5) days of its occurrence. Failure to do so will subject the employee to disciplinary action, up to and including immediate termination. Failure to do so by a contractor or subcontractor could result in termination of the contract for their services. By law, the District will notify the federal contracting officer within ten (10) days of receiving any notice of such a conviction.

6. The District reserves the right to offer employees convicted of violating a criminal drug statute in the workplace participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered, and accepted by the employee, then the employee must satisfactorily participate in the program as a condition of continued employment.

ALL EMPLOYEES, CONTRACTORS, AND SUBCONTRACTORS ARE ASKED TO ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE POLICY AND AGREE TO ABIDE BY IT IN ALL RESPECTS. BY LAW, THIS ACKNOWLEDGEMENT AND AGREEMENT ARE REQUIRED OF YOU AS A CONDITION OF CONTINUED EMPLOYMENT.

Signature of responsible party

Name and title of responsible party

Date signed

Project Information Form (PIF)

A. PROJECT INFORMATION

1. Project Title:
2. Project Sponsor(s):
3. Eligible Applicant Type:
4. IRWM Project Region(s):
5. Does the project provide benefits directly to a Disadvantaged Communities (DAC) and/or Economically Distressed Areas (EDA) (minimum 75% by population or geography)?
 Yes No If yes, please complete D.8 and/or D.9. Show on map if applicable.
6. Is the Project Sponsor a Tribe, or does the project provide benefits to a Tribe (minimum 75% by population or geography) as defined by Proposition 1?
 Yes No If yes, please complete D.10. Show on map if applicable.
7. Provide project map. Include location of project, project benefit and/or service area, and other applicable information.
8. Funding Category:
 DAC Implementation Project
 General Implementation Project
9. Project Type: Other:
- Select most applicable project type. See Section II.C. of the 2019 Guidelines for full description of eligible project types. If "Other" is selected, please write in the space provided the proposed project type.

B. SELECTED ELIGIBILITY REQUIREMENTS

1. Will the project be included in the IRWM Plan, that will be adopted prior to anticipated Agreement Execution?
 Yes No
2. Does the project address a critical need(s) and/or priority(ies) of the IRWM Region as identified in the IRWM Plan?
 Yes No If yes, complete part a:
a. What IRWM Plan goal(s)/objective(s) does the project address? Identify and explain.

Water Supply: The project maximizes the use of recycled water by providing advanced-treated wastewater to irrigation customers who currently water with potable supplies (WS-2). The project helps to meet existing supply needs of the Seaside Basin (WS-1) by providing some additional recharge and freeing up potable water supplies.

Water Quality: Additional net recharge will help protect and improve water quality in the Seaside Groundwater Basin, reducing the risk of seawater intrusion (WQ-3). Ocean water quality (WQ-2) is improved by capturing and treating agricultural and urban stormwater runoff that would otherwise enter Monterey Bay.

Climate Change: Recycled water is a reliable water source that will not be impacted by more frequent/intense droughts that are expected to result from a changing climate (CC-1). Producing recycled water from municipal wastewater and/or stormwater is less energy intensive than the water supply alternative of desalinating seawater or brackish groundwater, thus helping to conserve energy and decrease reliance on fossil fuels (CC-3).

Regional Communication and Cooperation: Among multiple local governments and agencies (RC-1) and stakeholders (RC-2), including the Seaside and Salinas Valley Basin groundwater management agencies (RC-4).

Project Information Form (PIF)

3. Does the project have an expected useful life consistent with Government Code §16727 (generally 15 years)? If not, explain why this requirement is not applicable.

Yes, the new water transmission pipe used for this capital improvement project has an anticipated useful lifetime of approximately 30-50 years.

4. Does the project address and/or adapt to the effects of climate change? Does the project address the climate change vulnerabilities assessed in the IRWM Plan?

Yes No If yes, please explain below.

According to California's Fourth Climate Change Assessment - Central Coast Region Report (2018) prepared by the California Energy Commission, the Governor's Office of Planning and Research, and the California Natural Resources Agency, along with many leading and many coordinating authors throughout the state, and additional references cited in the IRWMP, climate change will bring more intense wet and dry periods with more floods and more droughts. Warmer temperatures will lead to increased evaporation and plant demand. This project addresses climate change vulnerabilities because recycled water is a reliable water source for irrigation that is not impacted by drought. In addition, seawater intrusion into the Seaside Groundwater Basin will be exacerbated by rising sea levels, and the use of recycled water for irrigation helps offset this to some extent. Producing advanced-treated recycled water from freshwater sources (municipal wastewater and/or stormwater) is less energy intensive than the water supply alternative of desalinating seawater or brackish groundwater, thus helping to conserve energy and decrease reliance on greenhouse-gas-emitting carbon-based fossil fuels, which are the primary cause of climate change.

5. Does the project contribute to regional water self-reliance?


Yes No If yes, please explain below.

The project introduces a new reliable local source of water supply (recycled water) in a region where existing water supply is fully allocated. This additional and reliable source will help to protect existing resources and free up potable water supply, which is the current limitation for construction of additional and much needed housing in the region.

Project Information Form (PIF)

6. Does the project provide a benefit that meets at least one of the Statewide Priorities as defined in the 2019 IRWM Grant Program Guidelines?

Yes No If yes, please identify below.

2. Increase Regional Self-Reliance and Integrated Water Management Across All Levels of Government 

7. Will CEQA be completed within 12 months of Final Award?

Yes
 NA, project is exempt under CEQA
 NA, not a project under CEQA
 NA, project benefits DAC/EDA/Tribe (minimum 75%), or a Tribe is a local project sponsor
 No

8. Will all permits necessary to begin construction be acquired within 12 months of Final Award?

Yes
 NA, project benefits DAC/EDA/Tribe (minimum 75%), or a Tribe is a local project sponsor
 No

Project Information Form (PIF)

C. WORK PLAN, BUDGET, and SCHEDULE SUMMARY

1. Project Description: Provide a brief project description summarizing major components, objectives, goals, and intended outcomes/benefits (quantitative and qualitative).

The proposed project involves the construction of approximately 3,000 linear feet of new recycled water distribution main in Coe Avenue in the City of Seaside. This new distribution line will allow for the delivery of recycled water from the existing Regional Urban Water Augmentation Plan (RUWAP) trunk main in General Jim Moore Boulevard to recycled water users located along the project alignment. Marina Coast Water District (MCWD) has identified Seaside Middle and High Schools, the Central Coast High School, Soper Park, the Seaside Highlands Homeowners Association, and Monterey Bay Military Housing as potential recycled water customers. These users currently irrigate athletic fields, parks, and common landscape areas with potable water provided by MCWD. When MCWD's recycled water program is fully implemented, irrigation customers with access to recycled water will be required to switch to a recycled source. MCWD estimates that switching Coe Avenue customers to recycled water would save approximately 200 acre-feet of potable water per year. MCWD's large service area spans former Fort Ord lands extending from the City of Marina to the Salinas Valley to areas overlying the Seaside Groundwater Basin. All of MCWD's potable supply is groundwater extracted from wells located in the Salinas Basin. By offsetting some demand with recycled water, there is a benefit to the Salinas Basin (until supply is re-allocated). There is also an enduring long-term benefit to the Seaside Basin, as a portion of water used for outdoor irrigation contributes to groundwater recharge, and irrigating with recycled water ensures that this benefit continues even during times of drought, when outdoor irrigation might otherwise be curtailed as a conservation measure. Benefits also accrue to the people of the community (parts of which are classified as Economically Distressed Areas), who will continue to enjoy the psychological and health benefits of outdoor recreation at green parks and schools, even during drought. Additionally, offsetting some current potable water use will allow the land use jurisdiction (City of Seaside) to make additional water allocations within MCWD's service area. Some of this will undoubtedly be for new development that has its own outdoor irrigation component, compounding aquifer recharge benefits.

2. Budget: Provide cost estimates for each Budget Category listed in the table below. (Required for Pre-Application Material Submittal; not required for Final Application Submittal)

Table 1 - Project Budget					
Category		(a)	(b)	(c)	(d)
		Cost Share: Non-State Fund Source	Requested Grant Amount	Other Cost Share (including other State Sources)	Total Cost
(a)	Project Administration	\$14,624	\$0	\$0	\$14,624
(b)	Land Purchase/Easement	\$0	\$0	\$0	\$0
(c)	Planning/Design/Engineering/Environmental Documentation	\$49,333	\$0	\$0	\$49,333
(d)	Construction/Implementation	\$314,912	\$285,000	\$0	\$599,912
(e)	Grand Total (Sum rows (a) through (d) for each)	\$378,869	\$285,000	\$0	\$663,869

Note: Provide information or other documentation to support the cost estimate in a separate attachment. Identify the source of all cost share and other funds. If other funds are not used, describe efforts to obtain other funding and/or why other funding sources were not used.

A detailed engineer's cost estimate is provided with Attachment 6. Non-State Fund Sources include the Marina Coast Water District (MCWD) general Capital Improvement budget and reimbursements to MCWD from the Fort Ord Reuse Authority. The majority of these expenses have already been incurred, and MCWD is neither seeking reimbursement for these expenses, nor are we counting these toward our match for the Requested Grant Amount. Other Cost Share Fund Sources will be provided by an existing State Revolving Fund loan already secured by MCWD (Agreement No. D17-01045 for Project No. C-06-8184-120). This money will be the source for our match for the Requested Grant Amount.

Project Information Form (PIF)

3. Cost Share Waiver Requested (DAC or EDA)? Yes No If yes, continue below:

Cost Share Waiver Justification: Describe what percentage of the proposed project area encompasses a DAC/EDA, how the community meets the definition of a DAC/EDA, and the need of the DAC/EDA that the project addresses. In order to receive a cost share waiver, the applicant must demonstrate that the project will provide benefits (minimum 25% by population or geography) that address a need of a DAC and/or EDA.

N/A

4. Schedule: Include reasonable estimates of the start and end dates for each Budget Category listed in Table 1 - Project Budget. (Required for Pre-Application Material Submittal; not required for Final Application Submittal)

Table 2 - Project Schedule		
Category	(a) Start Date	(b) End Date
(a) Direct Project Administration	7/1/2018	12/31/2020
(b) Land Purchase/Easement	NA	NA
(c) Planning/Design/Engineering/Environmental Documentation	7/1/2018	3/31/2020
(d) Construction/Implementation	10/12/2019	9/30/2020

Project Information Form (PIF)

D. OTHER PROJECT INFORMATION

1. Provide a narrative for project justification. If applicable, include references to supporting documentation such as models, studies, engineering reports, etc. Include any other information that supports the justification for this project, including how the project can achieve the claimed level of benefits.

Based on landscape area and current water usage, MCWD expects to see the following levels of benefit from each of the identified future recycled water customers who would be served by the Coe Avenue Recycled Water Distribution Pipeline:

--Soper Park (City of Seaside): 12.8 acre-feet per year (AFY)

--Seaside Middle School: 86.7 AFY

--Seaside Highlands Homeowners Association: 75.9 AFY

--Monterey Bay Military Housing: 22.5 AFY

--TOTAL: 197.9 AFY

In total, approximately 200 AFY of potable water use will be offset by recycled water. This offset constitutes a direct benefit to the Salinas Basin, from which 200 fewer AFY of groundwater will be extracted to provide this supply. The Seaside Basin accrues an indirect groundwater recharge benefit, as any water that is not consumed by plants or lost to evaporation will percolate into the underlying aquifer.

Project Information Form (PIF)

2. Project Benefits Table:

Table 3 - Project Benefits		
Anticipated Useful Life of Project (years):		30-50 years
Primary (Required)		
Type of Benefit Claimed:	Water Supply Reliability ▼	Benefit Units*: AFY ▼
Secondary (Optional)		
Type of Benefit Claimed:	Other ▼	Benefit Units*: Other ▼
Physical Benefits (At project completion or lifetime, as appropriate)		
(a)	(b)	(c)
Benefit	Added Physical Benefit Description	Quantitative Benefit
Primary	Reliable, recycled water supply	200 AFY
Secondary	Less energy intensive to produce than desal, the next available water source	3,400 kWh/AF, or 680 MWh/year
Qualitative Benefits (For Decision Support Tools, please describe non-physical benefits.)		
<p>Qualitative benefits of the project include the ability to keep parks and fields green year-round, including during times of drought. Green spaces for exercise and recreation have been proven to benefit the well-being of communities. This is particularly important in communities where some fraction of the population is economically disadvantaged and depends on public resources to provide these amenities.</p> <p>The inter-regional, inter-agency nature of the overall RUWAP project represents a bright spot for an area of California that has historically experienced legal struggles with water supply, and where the issue remains extremely contentious. In a qualitative sense, successful projects that foster collaboration (rather than lawsuits) should help foster an environment that leads to more such projects in the future.</p>		
Comments: [Include narrative on additional benefits, as warranted.]		
<p>Additional Physical Benefits:</p> <p>Groundwater recharge to the Seaside Basin: Most of the recycled water applied to parks and fields for landscape irrigation is, by design, absorbed and transpired by plants, but the fraction of water that infiltrates beyond the root zone helps contribute to groundwater recharge in the Seaside Groundwater Basin. Because recycled water application is not limited by conservation curtailments during dry periods, over time the use of recycled water for irrigation will contribute to more net groundwater recharge than irrigation with potable sources.</p> <p>Water quality: The project provides an indirect physical benefit of improving ocean water quality, as one source of the advanced-treated wastewater is agricultural and urban stormwater runoff that would otherwise enter Monterey Bay via the Salinas River and Elkhorn Slough. Treating and beneficially reusing this polluted source water on land helps to minimize pollutants in stormwater discharge.</p>		

* DWR may require applicant to convert or modify Benefit Claimed and/or Benefit Units. Where applicable, select one of the following units that corresponds to the benefit claimed:

- For water supply produced, saved, or recycled, enter acre-feet per year (AFY)
- For water quality, enter constituent concentration reduced in mg/L
- For flood damage reduction, enter inundated acres reduced in acres
- For habitat improved, restored or protected, enter habitat restored in acres
- For fishery benefits, enter increased fishery flow rate in cubic feet per second (cfs)
- For species protection, enter number of species benefited

Project Information Form (PIF)

3. Does the proposed project provide benefits to multiple IRWM regions [or funding areas]? If the project is located in another funding area, please provide the information requested in the 2019 Guidelines, Section 1.A.

Yes No If yes, provide a description of the benefits to the various regions.

The Coe Avenue project is located entirely within Monterey Peninsula, Carmel Bay, and South Monterey Bay IRWM funding area, but MCWD's District boundary spans both this region and the Greater Monterey region. Because MCWD's groundwater supply wells are located in the Salinas Valley, the project's initial benefit of reduced groundwater pumping (due to offsets by recycled water use) will accrue to the Greater Monterey region. In the medium to long term, this benefit may eventually change to water supply if/when potable supplies are re-allocated to future potable water users in the former Fort Ord area.

4. Provide a narrative on cost considerations. For example, were other alternatives to achieve the same types and amounts of physical benefits as the proposed project evaluated? Provide a justification as to why the project was selected (e.g., if the proposed project is not the lowest cost alternative, why is it the preferred alternative? Are there any other advantages that the proposed project provides from a cost perspective?)

Building physical water distribution infrastructure is a large capital investment. With a limited supply of recycled water to allocate, MCWD analyzed the District's geography to identify locations for recycled water distribution mains that would maximize the return on investment. Project costs were minimized by identifying potential users located shorter distances from the existing RUWAP trunk main, and future project revenue will be maximized by identifying clusters of high-use recycled water users that can be served off of a single distribution main. Coe Avenue was selected as one of several potential distribution main alignments that meets both of these criteria.

5. a. Does the project address a contaminant listed in AB 1249?

Yes No If yes, complete parts b and c:

- b. Describe how the project helps address the contamination.

N/A

- c. Does the project provide safe drinking water to a small disadvantaged community?

Yes No If yes, provide an explanation on how the project benefits a small disadvantaged community as defined in the 2019 IRWM Guidelines.

N/A

Project Information Form (PIF)

6. Does the project provide safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes (consistent with AB 685) to meet a specific need(s) of a community?

Yes No If yes, please describe.

N/A

7. Does the project employ new or innovative technologies or practices, including decision support tools that support the integration of multiple jurisdictions, including, but not limited to, water supply, flood control, land use, and sanitation?

Yes No If yes, please describe.

The project takes advantage of advanced wastewater treatment technology that treats municipal wastewater and runoff to a level that is chemically (although not legally) suitable for direct potable reuse. As a result, the Coe Avenue distribution line will provide recycled water of the highest and safest quality.

8. If the project provides benefits (75% by population or geography) to a DAC, explain the need of the DAC and how the project will address the described need. Explain how the area/community meets the definition of a DAC.

Although the project's primary service area is not categorized as a DAC, it is worth noting that large portions of the City of Seaside (tracts 06053013700, 06053013600, and 06053013500) are classified as either disadvantaged or severely disadvantaged, and children of families residing in these tracts attend the schools that would benefit from receiving recycled water. Eighty percent of students attending Seaside Middle School are classified as low-income, as are 70% of students at Seaside High School.

Project Information Form (PIF)

9. If the project provides benefits (75% by population or geography) to an EDA, explain the need of the EDA and how the project will address the described need. Explain how the area/community meets the definition of an EDA.

Similar to the response above, the project's primary service area is not classified as an Economically Distressed Area (EDA), however nearby census tracts meet the definition of an EDA of having low population, less than 85% median household income, and an unemployment rate at least 2% higher than the statewide average (water.ca.gov GIS, EDA mapping tool). Children of families residing in these tracts attend the schools that would benefit from receiving recycled water.

10. If the project provides benefits (75% by population or geography) to a Tribe or a Tribe is the sponsor of the project, explain the need of the Tribe and how the project will address the described need.

N/A

11. Does the project sponsor have legal access rights, easements, or other access capabilities to the property to implement the project?

- Yes If yes, please describe.
 NA If NA, please describe why physical access to a property is not needed.
 No If no, please provide a clear and concise narrative with a schedule to obtain necessary access.

All improvements will be located within a public street right-of-way.

Project Information Form (PIF)

E. ENVIRONMENTAL

1. Please fill out the CEQA Timeline Table below, if applicable:

Table 4 - CEQA Timeline		
CEQA STEP	COMPLETE? (y/n)	ESTIMATED DATE TO COMPLETE
Initial Study	N/A	
Notice of Preparation	N/A	
Draft EIR/MND/ND	N/A	
Public Review	N/A	
Final EIR/MND/ND	N/A	
Adoption of Final EIR/MND/ND	N/A	
Notice of Determination	N/A	

a. If additional explanation or justification of the timeline is needed, please describe below (optional).

This project is categorically exempt from CEQA permitting, as it consists of < 1 mile of new pipeline construction beneath an existing paved public right-of-way (CEQA Section 21080.21 and 14 CCR 15282[k]).

2. Permit Acquisition Plan:

List all permits needed to complete the project. If the project does not provide benefits to a DAC, EDA, or Tribe (min 75%), all permits needed to begin construction must be acquired within 12 months of Final Award.

No.	Type of Permit	Permitting Agency	Date Acquired or Anticipated
1.	Notice of Exemption	CEQA	3/31/2020
2.	Encroachment Permit	City of Seaside	3/31/2020
3.			
4.			
5.			
6.			
n.			

For each permit not yet acquired, describe the following:

No.	a. Actions taken to date (include dates of any key meetings, consultations, submittals, etc.)	b. Any issues or obstacles that may delay acquisition of permit
1.	None	None anticipated
2.	None	None anticipated
3.		
4.		
5.		
n.		

Project Information Form (PIF)

3. Permitting Checklist: This checklist is provided as a courtesy for documentation purposes. Not all permits which may apply are listed. (Required for Pre-Application Material Submittal; not required for Final Application Submittal)

- a. Does the project involve any activities that may affect federally or state listed threatened or endangered species or their critical habitat that are known, or have a potential, to occur on-site, in the surrounding area, or in the service area? (i.e. Federal Endangered Species Act Section 7 Consultation and Incidental Take Authorization and Section 10 Incidental Take Permit, California Endangered Species Act Permit, and/or ESA & CESA Consistency Determination)

Yes No

If yes, please explain:

N/A

- b. Would the proposed project work in, over, or under navigable waters of the US or discharge dredged or fill material in waters of the US? (i.e. Rivers & Harbors Act Section 10 Permit and/or Clean Water Act Section 404 Permit)

Yes No

If yes, please explain:

N/A

- c. Will the proposed project have the potential to affect historical, archaeological, or cultural resources? (i.e. National Historic Preservation Act and/or State Historic Preservation Officer Consultation)

Yes No

If yes, please explain:

N/A

- d. Will the proposed project discharge into a water of the US? (i.e. Clean Water Act Section 401 and/or 404 Permit)

Yes No

If yes, please explain:

N/A

Project Information Form (PIF)

e. Will the proposed project divert the natural flow of a river, stream, or lake? (i.e. Lake or Streambed Alteration Agreement)

Yes No If yes, please explain:

N/A

f. Will the proposed project change the bed, channel, or bank of a river, stream, or lake? (i.e. Lake or Streambed Alteration Agreement)

Yes No If yes, please explain:

N/A

g. Will the proposed project use any material from the bed, channel, or bank of a river, stream, or lake? (i.e. Lake or Streambed Alteration Agreement)

Yes No If yes, please explain:

N/A

h. Will the proposed project deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it can pass into a river, stream, or lake? (i.e. Lake or Streambed Alteration Agreement)

Yes No If yes, please explain:

N/A

i. For water supply projects, do you need to obtain a water right? (Water Rights Permit)

Yes No If yes, please explain:

N/A

Project Information Form (PIF)

j. Is the proposed project within the defined coastal zone? (Coastal Development Permit)

Yes No

If yes, please explain:

N/A

Marina Coast Water District
Agenda Transmittal

Agenda Item: 11-F

Meeting Date: August 17, 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. However, because the Landmark Trees interfere with the proposed alignment, an alternate route, most likely through Marina Station, will have to be pursued. Staff will bring a recommendation to amend the CIP to the Board once we determine a new route and cost.

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 FY 2020-2021 Capital Improvement Project Budget for South Boundary Road is \$2,660,000.

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 _____

August 17, 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 August 17, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the draft FY 2020-2021 Budget, which includes projected revenues, expenditures and capital improvement projects for Central Marina and the Ord Community Water, Recycled Water and Wastewater systems, was approved on June 15, 2020; 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 August 17, 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 August 17, 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.

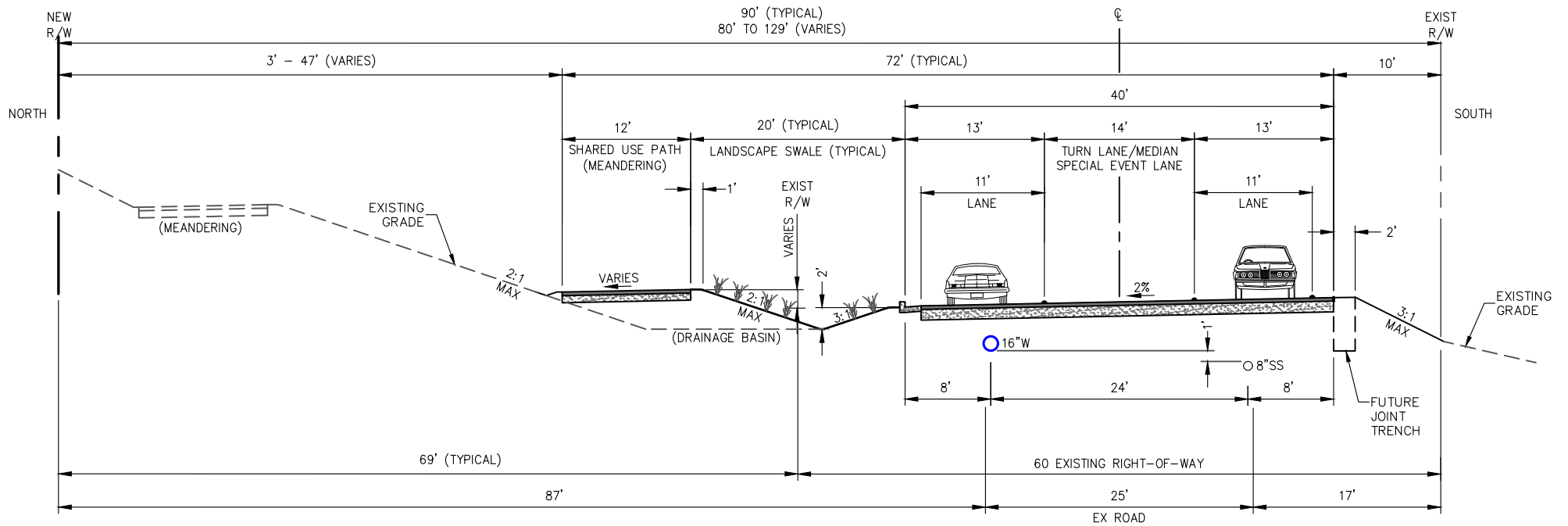
South Boundary Road Water Main Extension

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

WATER MAIN IN LANE, CONSTRUCTED WITH 2020 ROADWAY PROJECT

SCALE:

DRAWN: RR

ALT 1

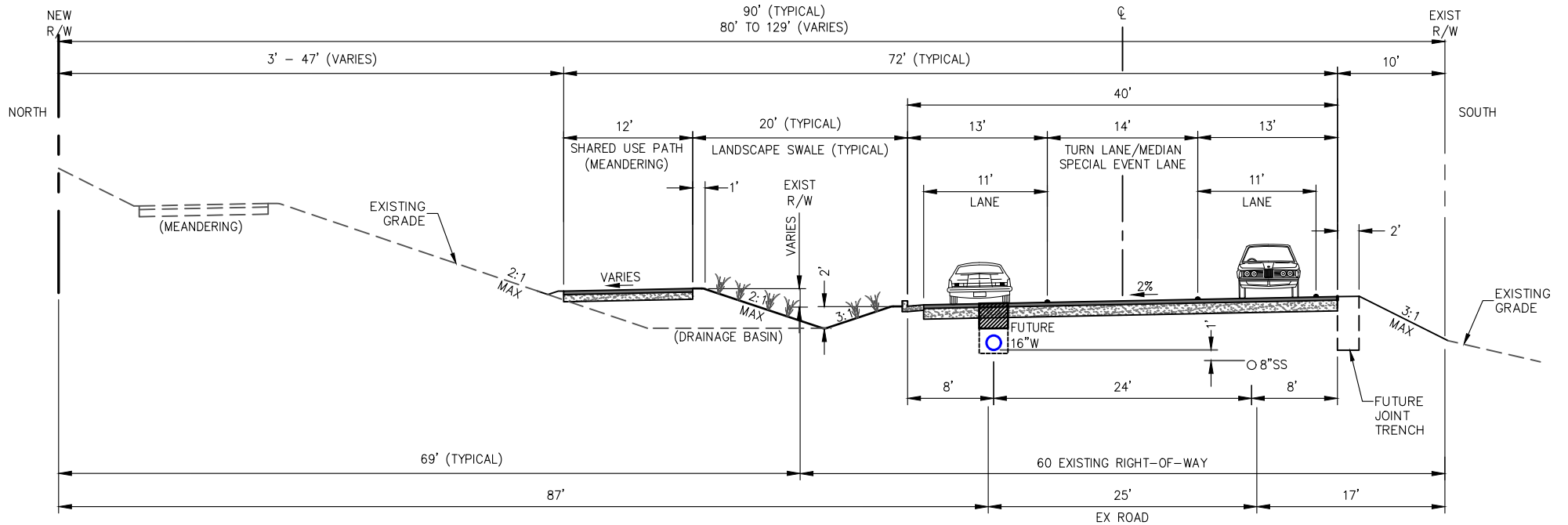
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CHECKED: AH

PROJECT No.: 3685.07

OF 3





SOUTH BOUNDARY ROAD

DEL REY OAKS / MONTEREY

CALIFORNIA

WATER MAIN IN LANE, CONSTRUCTED AFTER ROADWAY PROJECT

DATE: 10/16/19

SHEET

SCALE:

DRAWN: RR

CHECKED: AH

PROJECT No.: 3685.07

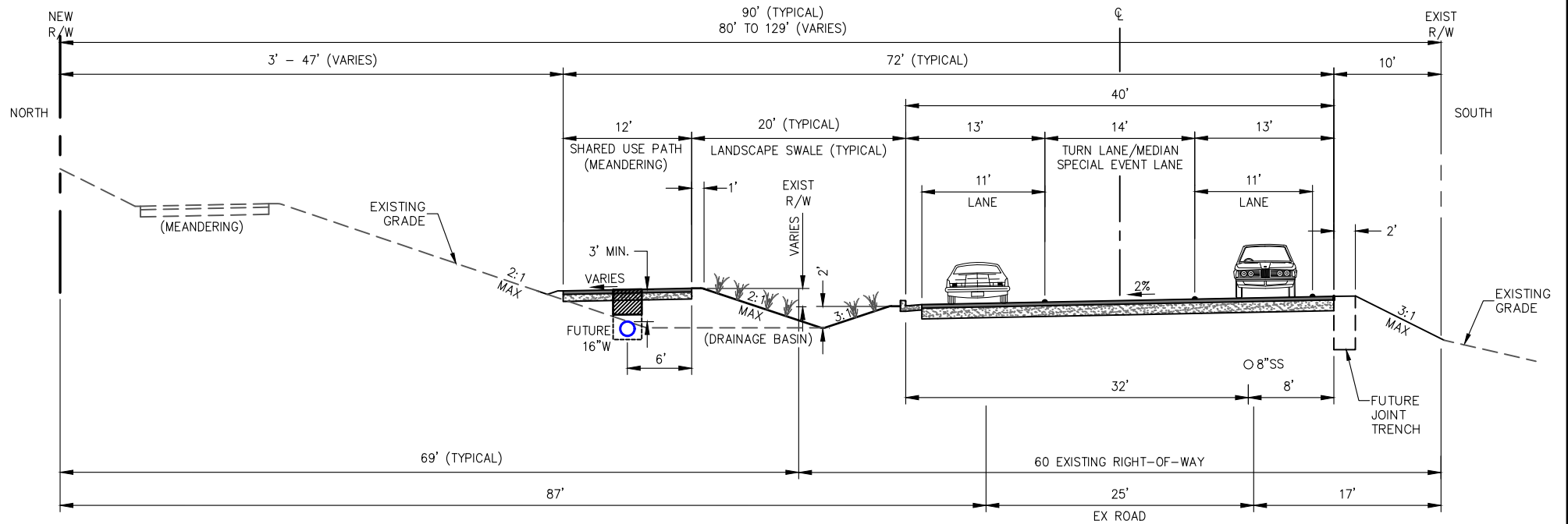
ALT 2

OF 3

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

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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_SECTIONS.dwg

DATE: 10/16/19

SCALE:

DRAWN: RR

CHECKED: AH

PROJECT No.: 3685.07

SHEET

ALT 3

OF 3



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March 11, 2020

Job No.: 3685.07

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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



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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				
General				
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
Water Main Construction				
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.



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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				
General				
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
Demo & Grading				
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
Water Main				
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
Road Repair				
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 <i>(rounded to the nearest \$1,000)</i>	\$	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



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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				
General				
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
Demo & Grading				
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
Water Main				
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
Road Repair				
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 (*rounded to the nearest \$1,000*) \$ **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

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**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: 11-G

Meeting Date: August 17, 2020

Prepared By: Rose Gill

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-55 to Update Language in the Memorandums of Understanding with the Marina Coast Water District Employees Association and the Teamsters Local 890

Staff Recommendation: The Board is requested to adopt Resolution No. 2020-55 to update language in the the Districts Memorandums of Understanding (MOU's) in accordance with CalPERS request.

Background: *Strategic Plan, Goal 5.1 – Recruit and retain a high performing, engaged workforce.*

CalPERS recently conducted an audit for a recent retired District employee. As a result of the audit, it was determined by CalPERS that the MOU's language was not in accordance with CalPERS Law language. CalPERS requires the language to be the same as their Retirement Law language in order to be reportable. There is no change to any of the benefits. Both the Marina Coast Water District Employees Association and the Teamsters Local 890 have reviewed the proposed changes and had no issues with the changes.

Below are the revisions CalPERS is requesting for the benefit to be reportable for the MOU's.

Marina Coast Water District Employees Association MOU:

- Section 8.3 Longevity Steps: explanation that longevity pay is calculated by compounding the steps.
- Section 10.4 Certification Pay, change to: Educational Pay
- Section 10.5 Certification Incentive Pay, change to: Educational Incentive Pay
- Article 18: Working Out of Class, change to: Temporary Upgrade Pay; and, a note that Temporary Upgrade Pay is not reportably for PEPRAs members.

Teamsters Local 890 MOU:

- Section 8.3 Longevity Steps: explanation that longevity pay is calculated by compounding the steps.
- Article 18: Working Out of Class, change to: Temporary Upgrade Pay; and, a note that Temporary Upgrade Pay is not reportably for PEPRAs members.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: None

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2020-55; and, Redlined MOU's.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

August 17, 2020

Resolution No. 2020-55
Resolution of the Board of Directors
Marina Coast Water District
Updating Language in the Memorandums of Understanding with the Marina Coast Water
District Employees Association and the Teamsters Local 890

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on August 17, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, CalPERS recently audited a retired MCWD employee. It was determined by CalPERS that the MOU’s language was not in accordance with CalPERS Law language; and,

WHEREAS, CalPERS requires the language to be the same as their Retirement Law language in order to be reportable; and,

WHEREAS, in order for the CalPERS benefits to be reportable, the MOU language needs to be changed to match CalPERS Law. MCWD needs to update both the Marina Coast Water District Employees Association and the Teamsters Local 890 MOU’s.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2020-55 updating language in the Memorandums of Understanding with the Marina Coast Water District Employees Association and the Teamsters Local 890.

PASSED AND ADOPTED on August 17, 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

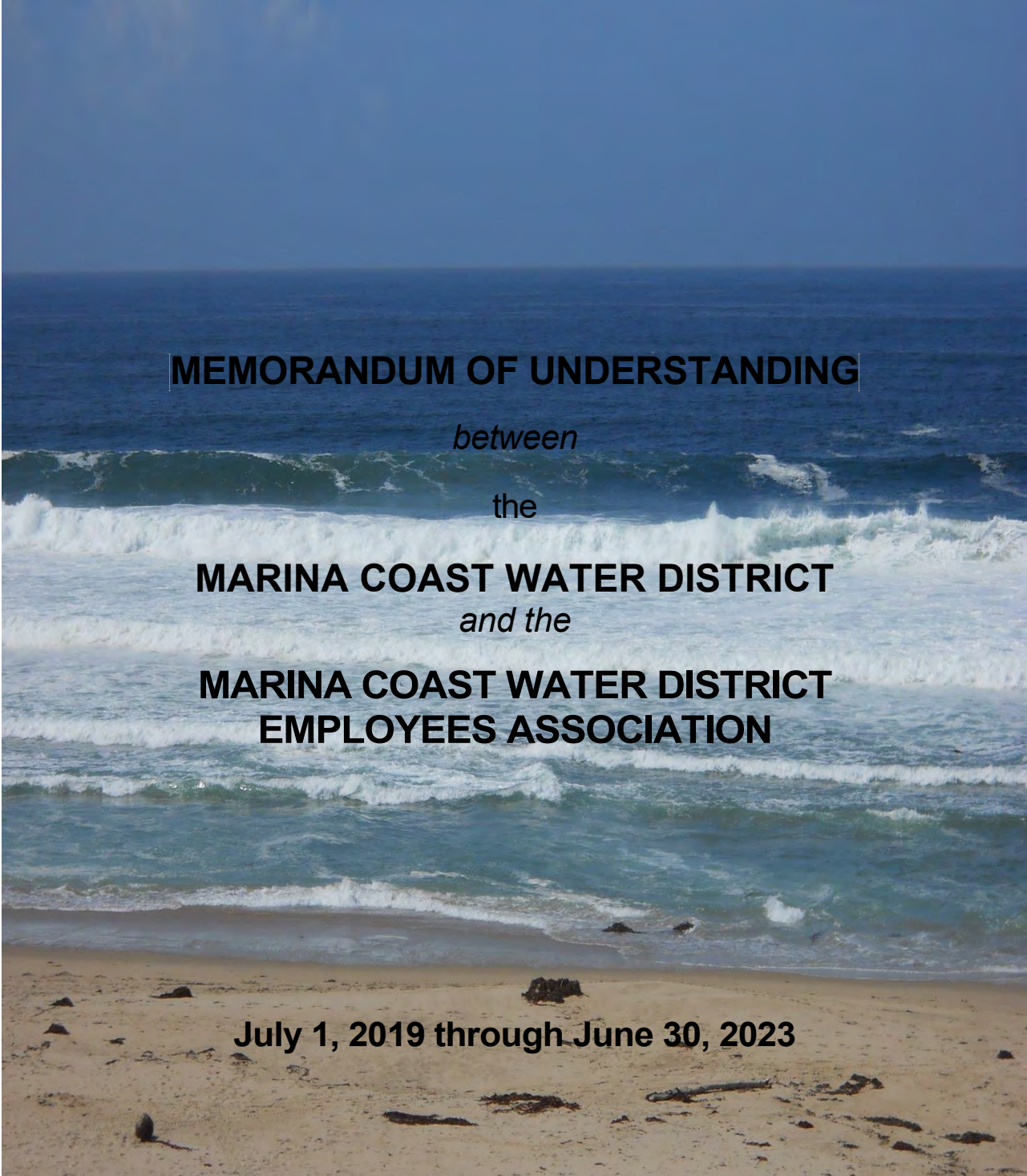
ATTEST:

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. 2020-55 adopted August 17, 2020.

Keith Van Der Maaten, Secretary



MEMORANDUM OF UNDERSTANDING

between

the

MARINA COAST WATER DISTRICT

and the

**MARINA COAST WATER DISTRICT
EMPLOYEES ASSOCIATION**

July 1, 2019 through June 30, 2023

TABLE OF CONTENTS

PREAMBLE: PURPOSE	1
ARTICLE 1: PARTIES	1
ARTICLE 2: RECOGNITION	1
ARTICLE 3: TERM	1
ARTICLE 4: NONDISCRIMINATION	1
ARTICLE 5: MEET AND CONFER	2
5.1 Meet and Confer Representative	2
5.2 Bulletin Board	2
ARTICLE 6: MANAGEMENT RIGHTS	2
ARTICLE 7: SAFETY	3
7.1 Obligation	3
7.2 Safety Equipment and Uniforms	3
7.3 Ergonomics	4
7.4 Hepatitis A & B Vaccinations	4
7.5 Wellness Program	4
ARTICLES 8: WAGES	4
8.1 Wage Increase	5
8.2 Annual Step Increases	5
8.3 Longevity Steps	5
ARTICLE 9: OVERTIME AND WORK WEEK	5
9.1 Overtime	5
9.2 Work Week and Hours	6
ARTICLE 10: SPECIAL PAY PRACTICES	6
10.1 Call-back	6
10.2 Standby Pay	6
10.3 Certification Bonuses	7
10.4 Certification Pay	7
10.5 Certification Incentive Pay	8
10.6 Education Reimbursement	8
10.7 Shift Differential	8

ARTICLE 11: INSURANCE	9
11.1 Health Insurance	9
11.2 Life Insurance	10
11.3 Short-Term and Long-Term Disability Plan	10
11.4 Retirement	10
11.5 Employee Assistance Program (EAP)	11
11.6 Labor-Management Cost Containment Committee	11
11.7 Insurance Administration	12
ARTICLE 12: HOLIDAYS	12
ARTICLE 13: VACATION	13
13.1 Accrual	13
13.2 Advance Approval and Cancellation Notice	13
13.3 Payout on Termination	13
13.4 Cash-Out	13
ARTICLE 14: SICK LEAVE	13
14.1 Accrual Rate	13
14.2 Retirement Payoff	14
ARTICLE 15: LEAVES	14
15.1 General Information	14
15.2 Military Leave	15
15.3 On the Job Injury Leave	15
15.4 Bereavement Leave	16
15.5 Jury Duty	16
15.6 Voluntary Furlough Without Pay	16
ARTICLE 16: DEFERRED COMPENSATION	17
ARTICLE 17: PRE-TAX VOUCHERS	17
ARTICLE 18: WORKING OUT OF CLASSIFICATION	17
ARTICLE 19: LAYOFF POLICY	18
ARTICLE 20: GRIEVANCE PROCEDURE	18
ARTICLE 21: DISCIPLINARY ACTION	19

21.1 Disciplinary Actions	19
21.2 Notice of Disciplinary Action	20
21.3 Pre-Disciplinary Due Process Meeting	20
21.4 Implementation of Discipline	20
21.5 Reprimand	21
21.6 Appeal of Disciplinary Action	21
ARTICLE 22: PROBATIONARY PERIOD FOR NEW EMPLOYEES	23
ARTICLE 23 PERSONNEL RECORDS	23
ARTICLE 24: POSTING POSITIONS	23
ARTICLE 25: NO STRIKE/NO LOCKOUT	24
ARTICLE 26: SEVERABILITY	24
ARTICLE 27: FULL UNDERSTANDING, MODIFICATION WAIVER	24
Appendix A	26

PREAMBLE: PURPOSE

Both the Marina Coast Water District (MCWD) and the Marina Coast Water District Employees Association (MCWDEA) agree that the purpose of this Memorandum of Understanding (MOU) is to ensure that all Marina Coast Water District employees be treated with mutual respect, dignity and fairness. To achieve that goal all rules, practices and policies will be applied equally and impartially.

It is the goal of the Marina Coast Water District and the MCWDEA that we all work toward a workplace which is healthy, cooperative, supportive and mutually trusting.

ARTICLE 1: PARTIES

THIS AGREEMENT is made and entered into between the Marina Coast Water District (herein called "MCWD") and the Marina Coast Water District Employees Association (herein called the "Association").

ARTICLE 2: RECOGNITION

MCWD recognizes the Association as the bargaining agent for all employees in the Marina Coast Water District Employees' Association. See appendix A.

ARTICLE 3: TERM

This four (4)-year Agreement shall remain in full force and effect from the date it is adopted by MCWD and the Association up to and including June 30, 2023 and thereafter shall continue in effect unless one of the parties hereto notifies the other within 90-120 days immediately preceding the expiration date, of its request to modify, amend or terminate specific sections of this Agreement. Upon receipt from the parties hereto of a timely request to modify, amend or terminate specific sections of the Agreement, the other party shall have ten (10) days to respond. In the event neither party notifies the other, this MOU will remain in effect until a successor MOU is approved.

ARTICLE 4: NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination and free from sexual harassment, as well as unlawful harassment based on ancestry, race, marital status, color, medical condition, mental disability, physical disability, pregnancy, child birth or related medical conditions, national origin, religious creed, political belief, gender, sexual orientation, or any other basis protected by federal, state, or local law, ordinance, or regulation. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

The parties agree that there shall be no restraint, coercion or interference with any employee with respect to or because of the employee's membership in the Association.

Any party alleging a violation of this Article shall have the burden of proving the existence of a discriminatory act or acts or proving that, but for such act or acts the alleged injury or damage to the grievant would not have occurred.

ARTICLE 5: MEET AND CONFER

5.1 Meet and Confer Representatives

Association employees shall be authorized time off with pay to meet and confer regarding terms and conditions of employment under the following conditions:

- A. Up to three (3) authorized representatives of the Association meeting with the General Manager or his/her designated representative regarding negotiating, preparing or interpreting an MOU.

- B. During the last six (6) months prior to the expiration of an existing MOU, the Association may meet twice on release time not to exceed one (1) hour with their authorized representative for the purpose of discussing negotiations.

In addition, employees shall be authorized time off with pay to attend one meeting each calendar year of the Association in which general business of the Association is conducted.

Notice of the date and time shall be provided to all department managers with employees in the Association. Due to operational requirements, a department manager may require appropriate employees to remain on the job during all or part of the meeting. If the Association disagrees with such determination, the Association may ask the General Manager to review that determination and the General Manager's decision will be final.

5.2 Bulletin Board

The MCWD will furnish for the use of the Association a bulletin board in the employees break room. Said bulletin board shall be used for the purpose of posting Association official notices and all materials shall state clearly that it is authorized by the Association. Association agrees that notices posted on MCWD bulletin boards shall not contain anything which may be reasonably construed as maligning MCWD, its representative(s), or any individual in any manner whatsoever.

ARTICLE 6: MANAGEMENT RIGHTS

MCWD will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, and not specifically limited by this Memorandum of Understanding, including, but not limited to the following:

- Determine the standards of services offered;
- Determine the standards of selection for employment;
- Direct its employees;
- Take disciplinary action;

Relieve its employees from duty because of lack of work or for other legitimate reasons; Issue and enforce rules and regulations;
Maintain the efficiency of governmental operations;
Determine the methods, means and personnel by which MCWD operations are to be conducted;
Determine job classifications of MCWD employees;
Exercise complete control and discretion over its work and fulfill all of its legal responsibilities.

All the rights, responsibilities and prerogatives that are inherent in the MCWD by virtue of federal, state, and local laws and regulation provisions cannot be subject to any grievance proceeding.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the MCWD Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

ARTICLE 7: SAFETY

7.1 Obligation

The MCWD will provide a safe and healthful workplace free of recognized hazards. The MCWD agrees to comply with all applicable local state and federal health and safety laws and regulations.

The Association agrees that it is the duty of all employees to comply with all reasonable rules and regulations and when possible, to be alert of all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to the appropriate management representatives. If such notice is given in writing, employees will not be required to work in unsafe conditions. However, employees may not leave the worksite. Alternate work may or may not be assigned by the District until the unsafe condition is remedied or until it is determined that no unsafe conditions exist.

Section 7.2 Safety Equipment and Uniforms

MCWD shall provide and maintain appropriate safety clothing and equipment for Laboratory personnel. Such items may include, depending upon assigned duties, laboratory coats, dust masks, and non-prescription safety glasses. Up to five (5) coats shall be cleaned weekly and worn clothing shall be replaced by MCWD.

MCWD shall provide and maintain the appropriate uniforms for Operations and Maintenance personnel. Such items shall include: Long sleeved shirts, pants, and jackets. Shirts and pants shall be cleaned weekly and worn clothing shall be replaced by MCWD.

MCWD will provide up to two-hundred dollars (\$200.00) credit for the purchase of safety-toed boots or safety-toed shoes for the following personnel: Systems Operator I/II/III, Laboratory Supervisor, and engineering classifications that require inspecting as a function of the position. Replacement boots or shoes will be provided on an as-needed basis. Wearing of uniforms and safety boots during all working hours is mandatory for all employees provided with or eligible for reimbursement of same. Uniforms and boots are to be worn for District purposes only. Obscene or excessive adornment may not be worn. Non-uniform apparel, such as other than MCWD hats, may not be worn.

The District shall provide one pair of prescription safety glasses, upon request, to each employee in Operations and Maintenance and Laboratory personnel. The reimbursement cost for each pair of glasses shall not exceed \$100.

Section 7.3 Ergonomics

The District shall provide office equipment accommodations that ensure ergonomic compliance.

Section 7.4 Hepatitis A & B Vaccinations

MCWD shall continue to maintain coverage, under normal group medical benefits, allowing for Hepatitis A and B vaccinations for individuals who are or will be at increased risk of infection with HAV (Hepatitis A virus).

Section 7.5 Wellness Program

MCWD recognizes its employees are its greatest asset and encourages all staff to participate in a Wellness Program. Participation is voluntary and employees do so at his/her own risk. To further encourage the wellness of its employees, MCWD authorized employees (upon approval of his/her immediate supervisor) who participate in aerobic physical exercise (walking, jogging, etc.) to use up to thirty (30) minutes of regular work time for this purpose two (2) days per week.

Exercise is normally done over the lunch break, with an extension of thirty (30) minutes. This amount of time is intended to allow the exercising employee the opportunity to receive a thorough aerobic workout and time to return to work refreshed and relieved of stress.

MCWD will provide educational services to employees on nutrition, disease prevention and management, smoking cessation, obesity, etc. through posters, flyers and brown bag lunches with guest speakers. In addition, the District will offer free, onsite preventive health screenings to all employees provided the employee participates in a workforce health profile.

ARTICLE 8: WAGES

Section 8.1 Wage Increase

Effective July 1, 2019, all Association employees' salaries shall be increased by a percentage equal to the increase in the Feb 2018-Feb 2019 CPI-U for the San Francisco Bay area.

Effective July 1, 2020, all Association employees' salaries shall be increased by a percentage equal to the increase in the Feb 2019-Feb 2020 CPI-U for the San Francisco Bay area.

Effective July 1, 2021, all Association employees' salaries shall be increased by a percentage equal to the increase in the Feb 2020-Feb 2021 CPI-U for the San Francisco Bay area.

Effective July 1, 2022, all Association employees' salaries shall be increase by a percentage equal to the increase in the Feb 2021-Feb 2022 CPI-U for the San Francisco Bay area.

Section 8.2 Annual Step Increases

The current practices relative to the granting of performance-based merit increases shall continue for the term of this MOU.

Section 8.3 Longevity Steps

Upon reaching the following anniversaries, employees shall receive longevity pay increases as follows:

10 years of service	5% pay increase
15 years of service	5% pay increase
20 years of service	5% pay increase
25 years of service	2.5% pay increase
30 years of service	2.5% pay increase

The current practices relative to the granting of longevity pay shall continue for the term of this MOU. The longevity pay is calculated by compounding the steps.

ARTICLE 9: OVERTIME AND WORK WEEK

Section 9.1 Overtime

Overtime shall be defined as time actually worked in excess of forty (40) hours in a workweek or over eight (8) or nine (9) hours in a workday, depending upon the employee's regularly scheduled shift. All overtime work shall be authorized by the appropriate representatives of management and be paid at time and a half (1.5) or may be credited with the equivalent compensatory time off at the option of the affected employee. Time worked in excess of 12 hours in one work day shall be paid at double time.

For the purpose of this section, paid holiday, vacation, compensatory time and sick time off hours shall be considered as hours worked for the purpose of determining overtime.

Compensatory time may be accrued up to a maximum of 160 hours. Any time earned in excess of 160 hours shall be paid during the next following pay period. Those that currently have a balance above 160 will be allowed to reduce the amount over time. Employees will not be able to accrue any more comp time until they fall below 160 hours (not required to reduce immediately).

Section 9.2 Work Week and Hours

The normal workweek shall be Monday to Friday, eight (8) or nine (9) hours per day depending upon the employee's regularly scheduled shift. In an emergency or in unusual circumstances the workweek may be changed.

For Office and Laboratory personnel, the normal working hours are between 7:30 a.m. to 5:30 p.m. For Operations and Maintenance personnel the normal working hours are between 6:30 a.m. to 4:00 p.m. depending upon job assignment, except for regularly assigned stand-by and weekend duty. For Water Conservation and Engineering, the normal working hours are between 7:30 a.m. to 5:30 p.m.

Alternative Work Week: A 9/80 Flex Time schedule is available for employees who elect this option. Managers will have the discretion to consider and implement this based on the operational and managerial needs of the District. All employees of the District can request such schedule and the District agrees that the requests will not be unreasonably denied. Participation in the Flex Schedule affects the schedules of others; therefore, once established, changes in flex scheduling can only be changed if approved by the Department Head and General Manager.

Each employee requesting to work an Alternative Work Week must complete an Alternate Schedule Authorization form before participating in the plan and submit the form to Payroll one full pay period prior to beginning any alternative work schedule.

ARTICLE 10: SPECIAL PAY PRACTICES

Section 10.1 Call-back

MCWD agrees to guarantee a minimum of two (2) hours of paid time to any worker who, following the completion of his/her workday and departs from his/her place of employment, is called back and must report to a worksite because of work requirements, at times other than normal work hours. Such call backs shall be considered overtime. Responding to such call-backs is mandatory. MCWD agrees to guarantee Scada call outs at 15 minutes minimum intervals for any calls between 5am and 9pm, and 1 hour minimum call out for calls between 9pm and 5am. Includes alarm check and remote fixes on Scada.

Once an employee has initially been called back to duty under call-back conditions, no additional call-back work credit shall be credited for any subsequent call-back, which occurs within the initial call-back minimum period of two (2) hours.

Section 10.2 Standby Pay

MCWD may place supervisory employees on a standby duty in the absence of a general unit member normally assigned that duty. Standby duty refers to a situation where an off-duty employee holds his/herself available to respond within a thirty (30) minute time period as directed by management. Assigned standby shall be on an as needed basis. The employee assigned such duty shall receive a proration of four hundred and twenty dollars (\$420) per one (1) week assignment or \$60.00 per each day assigned as well as the call-out payment as described in 10.1 above.

Section 10.3 Certification Bonuses

MCWD shall pay one-time bonuses of two-hundred fifty dollars (\$250) per certificate for employees who obtain the following certificates from the California State Water Resources Control Board: Wastewater Treatment Operator II, III, IV, V; from the California Department of Public Health; Water Distribution Operator II, III, IV, V, and Water Treatment Operator II, III, IV, V; and California Water Environment Association; Collection System Maintenance II, III, IV, Laboratory Analyst II, III, IV, V; and American Water Works Association CA-NV; Water Quality Analyst II, III, IV; Water Conservation Practitioner I, II, III and any other pertinent certifications on which the parties may agree.

Employees will be reimbursed after proof of completion of a course of study or exam with regard to the cost of licenses, certificates and renewals which are required to perform his/her job duties.

Section 10.4 ~~Certification~~ Educational Pay

As an incentive to encourage employees to acquire knowledge in areas related to current or future position(s), MCWD provides a one-time, ongoing, salary increase based on certification at a higher level than what is required for the current classification, provided the classification is maintained.

Probationary employees are not eligible to receive certification bonuses or certification pay until he/she completes the initial MCWD probationary period and satisfy the current job specification certification for new employees.

Only one (1) certification incentive will be approved above the requirement of the current classification. To avoid confusion as to which certifications are authorized, the employee should request approval from his/her immediate supervisor and the General Manager or designee before beginning this program.

System Operator II Collection Operator II Laboratory Analyst II Water Quality Analyst II	Obtains Grade III certification from CWEA, CDPH, SWRCB, AWWA CA-NV	Receives 5% ongoing increase for as long as certification is maintained.
System Operator III Collection Operator III Laboratory Analyst III	Obtains Grade IV certification from CWEA, CDPH, SWRCB, AWWA CA-NV	Receives 5% ongoing increase as long as certification is maintained

Water Quality Analyst III		and not a requirement of the position.
System Operator IV Laboratory Analyst IV Water Quality Analyst IV	Obtains Grade V certification from CDPH, SWRCB, AWWA CA-NV	Receives 5% ongoing increase as long as certification is maintained and not a requirement of the position.

The maximum amount allowable is five percent (5%) and certifications cannot be "stacked".

At the sole discretion of the General Manager, certifications for positions not listed above will also be considered. The level of bonus will be set after evaluation of the program and with respect to the above specified bonuses.

Management employees are not eligible for certification pay.

Section 10.5 ~~Certification~~ Educational Incentive Pay

Effective February 2012, additional and higher levels of certification are required for the Operations & Maintenance department. Operator II's must possess the following:

- Grade II California Department of Public Health Water Distribution
- Grade II California Department of Public Health Water Treatment
- Grade II California Water Environment Association Collections
- Class B driver's license

Once the employee passes and provides physical proof of all certifications, they will receive an ongoing 2.5% increase.

Section 10.6 Education Reimbursement

Based on an employee's submission of a completed Tuition Reimbursement Request form, including the supervisor and General Manager's approval, a regular, full-time employee may be reimbursed up to \$5,000 per year for books and tuition only for a job-related course of study. The employee shall submit the information on the class/program prior to enrollment. If the request form is not submitted in advance of the beginning of the class/course of study, reimbursement may be denied.

Confirmation transcripts or evidence which verifies the student's successful completion of the course (a grade C or better, "pass/fail" completion, a certificate or diploma) must be submitted to the HR/Risk Administrator prior to receiving reimbursement.

Section 10.7 Shift Differential

Any Association member whose assigned work shift includes the hours between 6p.m. and 11 p.m., (and who works a minimum of four (4) hours between 6p.m. and 11 p.m.) shall be paid a shift differential premium of five (5) percent per hour above the regular rate of pay for all hours worked during the assigned shift. Any unit member whose

assigned shift includes the hours between 11 p.m. and 5 a.m., (and who works a minimum of four (4) hours between 11 p.m. and 5 a.m.) shall be paid a shift differential premium of ten (10) percent per hour above the regular rate of pay for all hours worked during the assigned shift.

ARTICLE 11: INSURANCE

Section 11.1 Health Insurance

The District agrees to pay a portion of the monthly medical/dental/vision insurance premium for all regular, full-time employees. All employees, including those with eligible dependents shall contribute towards medical premiums via a payroll deduction. The following amounts(s) will be effective beginning July 1, 2019 to January 1, 2023:

Effective January 1, 2020, January 1, 2021, January 1, 2022, and, January 1, 2023,

Employees Association will pay the following:

Employee only = \$0/month

Employee + 1 dependent = \$124.97/month + 20% of any increases to medical/dental/vision/EAP premiums

Family coverage = \$157.99/month + 20% of any increases to medical/dental/vision/EAP premiums

At the option of the employee, Marina Coast Water District will provide continued medical benefits for retired District employees provided the minimum requirements established by the District are met. The requirements shall be as follows:

- 1) The employee shall be at least 63 years of age and have a total of 20 years of service with the District.
- 2) The District will pay 75% of the medical insurance cost for the employees at retirement who meet the requirement stated in item one above.
- 3) All employees who exercise this option and who retire with 20 years of service are required to pay 25% of the cost of medical insurance and shall make their payment on the first of each month after retirement. Any retired employee who fails to make the required payment to the District shall have all benefits cancelled if not paid within 30 days of the due date.
- 4) District employee shall be notified of the amounts owed to the District at the time of retirement. The amount paid shall be calculated based on 25% of the rates charged by the District's insurance carrier at the time of retirement. The employee shall be notified of any changes in the amount owed each year.

(The above applies only to those that retire after July 1, 2019. Above does not apply to existing retirees)

Section 11.2 Life Insurance

MCWD agrees to provide Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for all regular, full-time employees at an amount equal to two times their annual salary. Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the District shall be subject to tax law provisions.

Employees may purchase additional insurance through payroll deduction at a rate set by the insurance company.

Section 11.3 Short-Term and Long-Term Disability Plan

In addition to State Disability Insurance (SDI), the District provides, at no cost to the employee, a short-term disability plan with a maximum benefit of \$2,000 per week and a 30-day elimination period that supplements SDI and offers up to 2/3 of the employee's base annual salary, subject to the provisions of the contract with the carrier. In addition, the District offers a long-term disability plan with a maximum benefit of \$10,000 per month and a 180-day elimination period.

Section 11.4 Retirement

MCWD agrees to continue to provide the following retirement benefits:

Tier I Employees (Classic Employees):

For employees hired prior to January 1, 2013, the District will continue to provide the 2% @ 60 formula. The same 2% @ 60 will be provided to new employees who were previously employed by the District or newly hired employees who were previously in the Public Employees Retirement System (PERS) or reciprocal agency and have less than a 180-day break in service are covered by this formula. Basic PERS 2% @ 60 formula with:

- a. Social Security
- b. Sick Leave conversion
- c. Highest twelve (12) months compensation for purposes of determining final compensation
- d. Military Service credit as Prior Service
- e. Value of Employer-Paid Member Contributions (EPMC) to PERS reported as additional compensation, as provided for under Government Code Section 20636(c).

This shall apply to all members of the Association. MCWD pays 100% of employer/employee contributions.

Tier 2 Employees (PEPRA Employees):

For employees hired after January 1, 2013, who have not previously been enrolled in another PERS or reciprocal agency or they have more than a 180-day break in service they

will be in Tier 2. Tier 2 for those employees is the 2% @ 62 formula. Effective July 1, 2015, PEPRA Employees will pay 100% of the employee contribution pre-tax through an approved IRC 414(h)(2) plan. Basic PERS 2% @ 62 formula with:

- a. Social Security
- b. Sick Leave Conversion
- c. Highest thirty-six (36) consecutive months of service for purposes of determining final compensation.
- d. Military Service credit as Prior Service

Section 11.5 Employee Assistance Program (EAP)

MCWD agrees to provide a confidential EAP benefit to all eligible employees and their dependent(s). This program is provided to promote employee health and well-being when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP covered services include six (6) assessment/counseling sessions or financial/legal services for each incident of treatment.

Section 11.6 Labor-Management Cost Containment Committee

MCWD and the Association agree to form a labor-management committee consisting of two (2) representatives from each bargaining unit and will include the General Manager and the HR/Risk Administrator. The purpose of the committee is to study methods and plans to reduce the cost of the insurance benefits to the MCWD, and examine possible alternatives to the current medical insurance plan. Recommendations from this committee are expected to be submitted prior to the expiration of this contract.

Section 11.7 Insurance Administration

The MCWD continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include, but are not limited to, the right to select the carriers and insurance claims administrators after consideration of the recommendations of the health insurance labor-management committee and prior meeting and consultation with the Association. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized.

ARTICLE 12: HOLIDAYS

The following listed days shall be observed during the term of this MOU as legal holidays:

New Year's Day
Martin Luther King, Jr. Birthday
President's Birthday/Washington's Birthday

Memorial Day
 Independence
 Day Labor Day
 Veterans Day
 Thanksgiving Day
 Day After Thanksgiving
 Working day immediately preceding Christmas Day
 Christmas Day
 Employee's
 Birthday Floating
 Holiday

Observed holidays falling on Saturday will be celebrated on Friday; those falling on Sunday will be celebrated on Monday. Employee Birthday and Floating Holiday may be taken at any time during the calendar year upon approval of the department supervisor.

Association members who are statutorily non-exempt from state and federal overtime requirements and who may be required to work on a holiday will be permitted to choose compensation in the form of compensatory time off at double time and one half the regular salary rate for the holiday worked, or monetary payment for the day. If the monetary payment is selected, it will result in the employee getting payment for the holiday at the regular salary rate plus being paid for the work as overtime at a salary rate of double the regular salary rate if the total credited hours for the week exceed forty (40).

ARTICLE 13: VACATION

Section 13.1 Accrual

The following vacation schedule shall apply:

Year of Service	Days/Hours accrued Bi-weekly
1	10 working days per year (3.08 hours bi-weekly accrual)
2-3	11 working days per year (3.38 hours bi-weekly accrual)
4-10	16 working days per year (4.92 hours bi-weekly accrual)
11+	20 working days per years (6.16 hours bi-weekly accrual)

Vacation time will accrue throughout the year and will be pro-rated and credited at the end of each pay period. The maximum accrual allowance shall be two hundred and sixty (260) hours. Vacation time earned in excess of 260 hours shall be paid during the next following pay period. Vacation leave cannot be used by new employees during their initial introductory period unless approved, in advance, by the General Manager.

Employees cannot use vacation for any unposted leave accruals (cannot use unaccrued time while out on vacation).

Section 13.2 Advance Approval and Cancellation Notice

- A. Application for approval of vacation leave shall be made no less than ten (10) working days in advance. Approval of vacation leave for less than five (5) working days can be approved at the discretion of the immediate supervisor.
- B. MCWD shall provide at least seven (7) working days' notice to employees if, due to workload requirements, an employee will not be able to take his/her pre-authorized vacation, unless emergency situations require a shorter notice. MCWD will authorize vacations as soon as operationally possible.

Section 13.3 Payout on Termination

The MCWD shall, upon termination or resignation of an employee, compensate that employee for his/her accrued vacation time and compensatory time at his/her current rate of pay.

Section 13.4 Cash-Out

Employees may elect to cash out accumulated vacation time provided that the employee maintains at least forty (40) hours of accrued vacation credit. Cash-out must be done in conjunction with a regular paycheck.

ARTICLE 14: SICK LEAVE

Section 14.1 Accrual Rate

Sick Leave time will accrue throughout the year and will be pro-rated and credited at the end of each pay period. Employees shall accrue one day per calendar month with an unlimited accumulation amount.

Notification of illness shall be made as soon as possible and no later than 1 hour after the start of the workday, if at all possible.

After three (3) days of consecutive sick leave, an explanation of the employee's illness shall be submitted by the employee's physician along with a release by the physician to return to work and a statement by the physician that the employee is physically able to perform their job.

Employees who use two (2) days or less of their annual sick leave entitlement will be given the opportunity at the end of the calendar year to convert two (2) of the remaining sick leave days into vacation, or let the sick leave days accumulate. Sick leave used for doctor/dentist appointments during work hours will not be subject to this.

Section 14.2 Retirement Payoff

After ten years of continuous service, or at age of sixty years or above, upon termination or retirement, an employee shall be paid for sixty (60%) of his/her accumulated sick leave up to a maximum of 240 hours. All payments will be made at the current rate of pay. Employees hired after January 1, 2013 are not eligible for this benefit.

ARTICLE 15: LEAVES

Section 15.1 General Information

In accordance with State and Federal regulations, MCWD will continue to pay MCWD's normal contribution of the employee only health benefits for the first twelve (12) weeks of a disability-related leave of absence under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). The normal MCWD-paid premiums for benefits for all other leaves of absence will continue only through the end of the month in which the leave begins. Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, and except where otherwise mandated by State or Federal law. In these cases, if an employee wishes to continue health benefits, he/she must elect to continue them under COBRA.

When the employee returns from leave, MCWD will again provide benefits according to the applicable plans.

It is the *employee's responsibility* to ensure that MCWD receives all necessary documentation regarding the leave and any subsequent requests for extension. Employees absent without leave and those who fail to return to work promptly at the end of a leave are considered to have voluntarily resigned his/her positions.

Benefit accruals, such as sick, vacation, management and holiday benefits, will be suspended during unpaid leaves, and will resume upon the employees return to active employment. Employee performance and wage and salary review dates will also be adjusted by the total amount of time taken for leaves of absence exceeding thirty (30) consecutive calendar days.

MCWD will attempt to accommodate employees returning to work from injuries, illnesses or other disabilities with short-term "modified duty" assignments when practical. Please refer to Section 17 for accommodation process. Such accommodations may be made depending upon the extent and nature of the work restrictions imposed by the health care provider, the anticipated duration of the restrictions, the availability of modified duty assignments, and other relevant considerations.

Instances may exist where two (2) or more leave of absence policies provide overlapping protection for eligible employees. It is the intention of MCWD's policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. *This means that all leaves of absence run concurrently as provided by law.*

The leave shall be unpaid except that an employee may elect to be paid by using any accrued sick leave, compensatory, vacation, or management leave benefits. The substitution of paid leave does not extend the total duration of FMLA/CFRA to which an employee is entitled beyond twelve (12) weeks in a twelve (12)-month period.

Accordingly, any leave of absence that is taken by an employee under any policy that could have been taken under any other policy of MCWD (if the employee had requested to do so) shall be credited against the maximum limit on leaves established in each of the policies that provided the employee a basis to request a leave of absence.

All leave requests should be submitted and approved in advance. See the HR/Risk Administrator for appropriate forms and specific information. When leaves are foreseeable, the employee must provide at least thirty (30) days advance notice. If the leave is not foreseeable, the employee must provide notice as soon as practicable.

Please refer to Employee Handbook for more detailed information on the various leaves.

Section 15.2 Military Leave

Every employee of MCWD shall be granted military leaves of absence and other benefit as provided in Division II, Part I, Chapter VII of the Military and Veteran's Code of the State of California and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 15.3 On the Job Injury Leave

An employee may choose to apply his/her accrued sick and/or vacation leave during an on-the-job injury leave until he/she becomes eligible for other benefits, thereafter he/she may elect to apply pro-rated accrued sick leave, to the extent of his/her recorded sick leave and to receive compensation from MCWD together with that to which he/she is entitled under the California Worker's Compensation Law, to equal his/her regular MCWD salary, including SDI benefits. When an on the job injury or illness does occur, a written statement from the employee is required within twenty four (24) hours to be submitted to the HR/Risk Administrator MCWD will continue to provide health benefits for each employee on a job injury or illness leave as long as the employee continues to use accrued sick leave and/or vacation leave to equal normal salary, and until such sick leave and/or vacation leave are expended or such time as the employee returns to active employment or resigns from MCWD.

Section 15.4 Bereavement Leave

Employees shall be entitled up to three (3) days of paid leave for a death of a family member. A family member includes the employee's spouse or State-registered domestic partner and the following persons related to the employee or spouse or State-registered domestic partner: mother, father, brother, sister, child, step-parent, step-child, grandparents, grandchild, or legal guardian. Such leave shall be separate from sick leave and vacation and is to be used within two (2) weeks upon the death of

the family member. Up to five (5) days may be granted for exceptional circumstances acceptable to the General Manager.

Upon approval, employees may use either accumulated sick leave and/or vacation leave if more time off is necessary.

Section 15.5 Jury Duty

Jury duty shall be considered leave with pay provided the employee submits a copy of the jury summons and documentation indicating the dates and times of jury service to his/her supervisor. An employee, while serving on jury duty will receive pay in the amount of the difference between the employee's regular earnings and any amount received for jury service. The employee may retain any fee paid as a travel allowance.

Section 15.6 Voluntary Furlough Without Pay Plan

The following shall apply to the "Voluntary Furlough Without Pay Plan:

- a. No form of salary compensation may be taken (i.e. vacation, compensatory time, management leave). Paid holidays which occur during the furlough period will continue to be paid as usual.
- b. All existing benefits that have been paid by the District shall continue to be paid by the District and all deductions previously paid by the employee shall continue to be taken out of the employee's check when a check has been issued with sufficient funds. In other cases, it shall be the employee's responsibility to make arrangement to pay his/her portion of benefits or other payroll deductions. This includes, but is not limited to, health, union dues, court ordered payments, voluntary supplemental life insurance premiums and voluntary supplemental health insurance such as AFLAC.
- c. No loss of seniority or break in service will be suffered by the employee.
- d. All benefits shall accrue as if the employee were working (i.e., vacation, sick leave).
- e. An employee may take up to forty (40) hours of voluntary furlough without pay leave at any one time in a fiscal year. A written request must be approved, in advance, by the employee's manager. Shorter increments of time (no less than four (4) hours) may be requested, subject to approval by the department manager. The manager may accept or reject a request for furlough after consideration of the employee's position and department workload.
- f. Employees with accrued vacation and/or compensatory time in excess of the District maximum may not participate in this plan until they are in compliance with the maximum hours allowed.
- g. Taking unpaid furlough should not result in the need for any other employee to work overtime.

If you have any questions, please contact the HR/Risk Administrator.

ARTICLE 16: DEFERRED COMPENSATION

The District shall make available a 457 deferred compensation plan for all bargaining unit employees. The District's 457 Deferred Compensation Plan allows employees, on a voluntary basis, to authorize a portion of their salary to be withheld and invested at their direction for payment upon termination of employment or retirement. All contributions are deducted from employees' salary on a pre-tax basis. Upon withdrawal from the Plan, participants will be responsible for appropriate taxes.

MCWD will match an employee contribution up to a maximum of \$2,000 per year. Comp match to be on a calendar year basis starting July 1, 2019.

MCWD will comply with IRS regulations regarding maximum contributions and provisions of tax laws.

ARTICLE 17: PRE-TAX VOUCHERS

MCWD provides a pre-tax voucher system for regular, full-time employees' dependent care expenses.

ARTICLE 18: WORKING ~~OUT OF CLASSIFICATION~~ TEMPORARY UPGRADE PAY

When an employee covered by the provisions of this Agreement is assigned through a personnel action form to perform the primary and essential duties of a higher paid vacant position, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). The assignment must be for over twenty (20) days in a calendar year. Such additional compensation will normally begin on the twenty first (21st) working day after assignment to the higher position or earlier, subject to the discretion of the General Manager.

Note: Temporary upgrade pay is not reportable for PEPRA Members.

ARTICLE 19: LAYOFF POLICY

The District may lay off employees because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or cause outside District's direct control.

For purposes of layoff, seniority shall be defined as length of continuous service while an employee of the District.

Layoff of employees within each category of employment status and within a targeted job classification shall be based on seniority unless the employee's past job performance or disciplinary record justifies an exception to seniority ranking.

Layoffs shall be made among all employees in the same job classification within the District in the following order:

1. Temporary employees.
2. Introductory employees.
3. Regular employees.

ARTICLE 20: GRIEVANCE PROCEDURE

The District has an established formal grievance procedure to resolve issues and concerns regarding the application of this Memorandum. This formal procedure shall not be used to resolve disciplinary actions, OSHA, performance evaluation, workers' compensation issues, bargaining disputes or any exercise of the District's normal discretionary rights and obligations. The purpose of this procedure is to identify and resolve differences between employees and management regarding this agreement and general working conditions.

The District encourages employees to use this process to resolve problems and will not discriminate against any employee for using this procedure.

The employee shall raise the grievance as soon as possible but no later than thirty (30) calendar days after learning of the act or issue causing the grievance.

Step 1. Immediate Supervisor

The employee should raise any problem with his/her immediate supervisor. The supervisor will respond within ten (10) work days. (Harassment grievances may start at Step 2.) Every effort will be made to resolve the grievance at this stage.

Step 2. Department Head

If the employee is not satisfied with the result of the supervisor's decision, he/she may file a written grievance to his/her Department Head within five (5) work days of the supervisor's response. The Department Head will meet with the employee and the supervisor to resolve the problem. If necessary the HR/Risk Administrator will be consulted. The Department Head will make a decision within five (5) work days of receipt of the grievance and notify the employee of such decision within five (5) work days.

Step 3. General Manager

If the employee is not satisfied with the result of meeting with the Department Head and the HR/Risk Administrator, he/she may file a written grievance to the General Manager within five (5) work days of the Department Head's response. The General Manager will make a decision within five (5) work days of receipt of the grievance and notify the employee of such decision either verbally or in writing.

Step 4. Appeal

Any employee who is not satisfied with the decision reached in Step 3 may file a written appeal to the MCWD Board within ten (10) calendar days of the Step 3 decision. The appeal shall contain all documents and arguments necessary to resolve the matter. The appeal will be reviewed by the Board. The Board, at its discretion, may allow a short oral presentation in a closed session of the next regular Board meeting. The Board may affirm or change the decision of the General Manager. The Board's decision shall be given to the employee and shall be final and binding.

ARTICLE 21: DISCIPLINARY ACTION

Section 21.1 Disciplinary Actions

The objective of any disciplinary action is to correct less than satisfactory performance and to bring a worker's performance up to District standards. Disciplinary action is not primarily punitive in intent, but is intended to be corrective action.

The appointing authority may take disciplinary action against any employee, provided that the rules and regulations prescribed herein are followed and that employee who is not on probationary status has the right to appeal pursuant to this article, except as herein provided. As used in this article, "disciplinary action" shall mean formal written reprimand, suspension, disciplinary demotion, disciplinary probation, or dismissal. No employee shall be discharged or disciplined without just cause and the principles of progressive discipline shall be followed. Regular, full-time or regular part-time employees shall be subject to disciplinary action by the General Manager only in accordance with the procedures set forth below.

As part of the District's progressive disciplinary process, an employee may be placed on disciplinary probation for a specified period of time not to exceed four (4) months with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent disciplinary action may be taken, up to and including termination. Employees whose performance is sub-standard or who has repeated infractions of personnel policies may be placed on a Performance Improvement Plan (PIP) until such time that the employee has corrected their performance.

Section 21.2 Notice of Disciplinary Action

In order to institute disciplinary action, the appointing authority shall serve notice of the proposed disciplinary action in accordance with the following procedures:

Except as otherwise provided herein or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for formal reprimand) shall be delivered to the employee, either personally or by the US Postal Service, to the current address listed on the employee's most recent personnel action form, no less than five (5) calendar days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action;

- B. The effective date of the action;
- C. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and
- E. A statement advising the employee of his/her right to respond either verbally or in writing to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date and the right to be represented in that response.

Section 21.3 Pre-Disciplinary Due Process Meeting

If the employee does not waive his/her right to a Skelly meeting, the General Manager shall conduct an informal meeting to allow the employee to respond to the charges made.

The employee may present information and respond to questions personally or through his/her representative.

The General Manager shall give the employee written notice of the decision which shall be reached within five (5) working days after said meeting.

Section 21.4 Implementation of Discipline

In the case of a suspension without pay of one (1) working days or less, or a suspension with pay of twenty (20) working days or less, the suspension may be imposed by a single notice containing items A, B, C, D & E above. This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

Except as provided above, in order to implement the proposed disciplinary action of a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee, either personally or by the US Postal Service to the current address listed on the employee's most recent Personnel Action form, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C, D & E above and, in addition, shall include a statement as to the right to appeal and representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action.

Section 21.5 Reprimand

An appointing authority may reprimand an employee by furnishing him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be given to the General Manager for inclusion in the employee's personnel file and shall not be subject to appeal, but the employee and/or his/her representative shall have the right to discuss the reprimand, or notice of reprimand during normal business hours, with the supervisor issuing the reprimand within 3 working days of receipt of reprimand.

Disciplinary reprimands shall be removed from the employee's personnel file after the second year of their issuance, upon the employee's request, and if the employee does not receive any further disciplinary action in the two-year period.

Section 21.6 Appeal of Disciplinary Action

Appeal

If an employee who has had a pre-disciplinary due process (Skelly) meeting wishes to appeal the decision of the General Manager further, and who has completed his/her six (6) months probationary status, he/she shall file with the MCWD Board of Directors no later than ten calendar days after receipt of said notice of disciplinary action.

Should said tenth (10th) day fall on a day in which offices of the MCWD are not open for business, the time within which said notice of appeal may be filed shall be extended until 5:00 p.m. of the next following day when MCWD offices are open for business.

A. Time of Hearing - Notice

A hearing by the MCWD Directors or by a Hearing Officer appointed by the Board, relating to the validity of the charges upon which the disciplinary action was based shall commence not later than thirty (30) days after the date of the filing of the notice of appeal.

The appellant employee shall be given not less than ten (10) calendar day's written notice of the date, time, and place of said hearing of the Directors or the Hearing Officer. Said notice of the date, time, and place of hearing shall be effective upon its deposit in the US mail, postage prepaid with return receipt requested, and addressed to the last known address of the appellant as set forth in the appellant employee's personnel file.

B. Conduct of Hearing

At the time and place designated, the MCWD Board of Directors or Hearing Officer shall hold a hearing for the purpose of determining the validity of the charges brought against the appellant employee and of the reasonableness of the discipline imposed pursuant to said charges. Such hearing shall be closed to the public unless otherwise requested by the appellant employee. The appellant employee may be present and have the right to be represented by counsel.

The hearing may be continued from time to time and at the end of such presentation the MCWD Board of Directors or Hearing Officer may take the evidence under consideration for a reasonable period of time before announcing its decision in the matter.

C. Hearing

The General Manager and the appellant employee may call witnesses, shall have the right of cross-examination and may present documentary and demonstrative evidence.

D. Recommendation of Hearing Officer

If a Hearing Officer is appointed by the MCWD Board of Directors, a non-binding advisory opinion or recommendation shall be presented in writing to the MCWD Board no later than ten (10) days after the hearing is complete.

E. Decision of MCWD Board of Directors

The decision of the MCWD Board of Directors shall designate express findings of the charges upon which the disciplinary action was based and may wholly reverse or affirm the disciplinary action imposed by the General Manager or modify the severity of the same.

F. Loss of Salary

If the discipline action of the General Manager is wholly reversed by the MCWD Board of Directors, or the severity of discipline imposed is partially reversed, the appellant employee shall be entitled, upon the decision of the Directors or Hearing Officer, to complete the partial reinstatement, as the case may be, and shall be entitled to reimbursement from MCWD funds of that salary forfeited by virtue of that portion of the disciplinary action which was overruled by the MCWD Board of Directors.

G. Appeals of Decision

The findings and decision of the MCWD Board of Directors on appeal shall be final and conclusive on all parties, and not subject to the grievance procedures provided for in this contract.

ARTICLE 22: INTRODUCTORY PERIOD FOR NEW OR NEWLY PROMOTED EMPLOYEES

All new employees of MCWD shall be subject to an introductory period of six (6) months. New employees in their introductory period are considered at-will employees.

The introductory period may be extended no more than two (2) months by the General Manager pending qualifications, demonstration of work habits, and performance on the job.

An introductory employee may be released at any time that his/her performance is determined unsatisfactory and therefore unsuitable for permanent assignment.

A newly promoted employee will serve an introductory period for six (6) months. If during that time, the employee is not satisfactorily performing the duties of his/her new position, the employee will be placed back into their previous position if it is still available or another position if necessary.

ARTICLE 23: PERSONNEL RECORDS

The MCWD and Association agree that personnel records are not subject to public inspection. All Personnel records are and remain the property of MCWD.

Employees shall have the right to inspect, review and receive a copy of any official record relating to his/her performance as an employee which is kept or maintained by MCWD.

When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have the opportunity to read and receive a copy of the adverse entry.

An employee, may upon request, inspect that employee's personnel file during regular business hours by appointment.

The HR/Risk Administrator shall keep the official personnel records of all employees in the Administrative Office.

Notwithstanding any other provision of this item, MCWD and the Association agree that an employee is not entitled to inspect or review such documents as reference letters, records pertaining to investigation of a possible criminal offense, or material designated confidential by law.

ARTICLE 24: POSTING POSITIONS

The District agrees to post in-house for five (5) work days, before recruiting externally, when they intend to fill new or existing or permanent positions authorized by the Board. This provision does not apply when recruiting temporary or contract positions. The District shall encourage unsuccessful internal candidates to receive confidential career counseling from District Supervisory Personnel as feedback for professional development and preparation for future opportunities.

ARTICLE 25: NO STRIKE/NO LOCKOUT

The parties to this MOU recognize and acknowledge that the services performed by MCWD employees are essential to the public. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), nor to curtail any work or restrict any production, or interfere with any operation of MCWD. In the event of any such work-stoppage by any member of the bargaining unit, MCWD shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage, during the term of this Memorandum of Understanding, whether by the Association or by any member of the bargaining unit, the Association, by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served

upon MCWD. In the event of any work stoppage, the Association promptly and in good faith performs the obligations of this paragraph, and providing the Association had not otherwise authorized such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision.

MCWD shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and MCWD shall also have the right to seek full legal redress, including damages, as against any such employee, as long as not in violation of his/her rights under the United States Law or Constitution or the California State Law or Constitution.

In turn, the MCWD agrees not to lockout any employee during the term of this Memorandum of Understanding.

ARTICLE 26: SEVERABILITY

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 27: FULL UNDERSTANDING, MODIFICATION WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in this Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. MCWD assures the Association that unless changes are warranted by operational necessity, it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation of wages, hours and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum of Understanding.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily, and unqualifiedly waives its rights, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this Memorandum of Understanding.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the MCWD's Board of Directors.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

THIS MEMORANDUM OF UNDERSTANDING ENTERED INTO THIS 25th DAY OF JUNE 2019.

President, MCWDEA

President, MCWD Board of
Directors

Vice President, MCWDEA

Vice President, MCWD Board
of Directors

Secretary, MCWDEA

General Manager

APPENDIX A
MARINA COAST WATER DISTRICT EMPLOYEES ASSOCIATION
LIST OF CLASSIFICATIONS

Accountant I
Accounting Supervisor
Accounting Technician
Administrative Assistant
Assistant Engineer
Associate Engineer
Customer Service/Billing Technician I/II
Customer Service/Billing Supervisor
Electrical/Mechanical Field Supervisor
Laboratory Supervisor
Maintenance Worker
Meter Reader
Operations and Maintenance Supervisor
System Operator I/II
System Operator II – Cross Connection Control Specialist
System Operator III
Water Resource Analyst I/II
Water Conservation Specialist III

*Accountant II
*Engineering Technician

*Authorized positions not funded at this time.



MEMORANDUM OF UNDERSTANDING

between

**MANAGEMENT AND CONFIDENTIAL UNIT,
TEAMSTERS LOCAL 890**

and the

MARINA COAST WATER DISTRICT

July 1, 2019 through July 1, 2023

TABLE OF CONTENTS

PREAMBLE:	PURPOSE	1
ARTICLE 1:	PARTIES	1
ARTICLE 2:	RECOGNITION	1
ARTICLE 3:	TERM	1
ARTICLE 4:	NONDISCRIMINATION	1
ARTICLE 5:	UNION RIGHTS	2
5.1	Representation	2
5.2	Access to Work Locations	2
5.3	Union Meet and Confer Representatives	2
5.4	Representation Program	3
5.5	Agency Fee and Dues Deduction	3
5.6	Bulletin Board	6
ARTICLE 6:	MANAGEMENT RIGHTS	6
ARTICLE 7:	SAFETY	7
7.1	Obligation	7
7.2	Safety Equipment and Uniforms	7
7.3	Ergonomics	8
7.4	Hepatitis A & B Vaccinations	8
7.5	Wellness Program	8
ARTICLE 8:	WAGES	8
8.1	Wage Increase	8
8.2	Annual Step Increase	9
8.3	Longevity Steps	9
ARTICLE 9:	OVERTIME AND WORK WEEK	9
9.1	Overtime	9
9.2	Work Week and Hours	10
ARTICLE 10:	SPECIAL PAY PRACTICES	10
10.1	Call-Back	10
10.2	Certification Bonuses	11

10.3	Notary Pay	11
10.4	Education Reimbursement	11
ARTICLE 11:	INSURANCE	11
11.1	Health Insurance	11
11.2	Life Insurance	12
11.3	Short-Term/Long-Term Disability Plan	13
11.4	Retirement	13
11.5	Labor-Management Cost Containment Committee	14
11.6	Employee Assistance Program (EAP)	14
11.7	Insurance Administration	14
ARTICLE 12:	HOLIDAYS	14
ARTICLE 13:	VACATION	15
13.1	Accrual	15
13.2	Advance Approval and Cancellation Notice	15
13.3	Payout on Termination	16
13.4	Cash-Out	16
ARTICLE 14:	SICK LEAVE	16
14.1	Accrual Rate	16
14.2	Retirement Payoff	16
ARTICLE 15:	LEAVES	16
15.1	General Information	16
15.2	Military Leave	18
15.3	On the Job Injury Leave	18
15.4	Bereavement Leave	18
15.5	Jury Duty	18
15.6	Management Leave	19
15.7	Voluntary Furlough Without Pay	19
ARTICLE 16:	DEFERRED COMPENSATION	20
ARTICLE 17:	PRE-TAX VOUCHERS	20
ARTICLE 18:	WORKING OUT OF CLASSIFICATION	20
ARTICLE 19:	LAYOFF POLICY	20
ARTICLE 20:	GRIEVANCE PROCEDURE	21

20.1	Grievance Defined	21
20.2	No Discrimination	21
20.3	Time Limits	21
20.4	Grievance Procedure Steps	22
ARTICLE 21:	DISCIPLINARY ACTION	24
21.1	Disciplinary Actions	24
21.2	Notice of Disciplinary Action	25
21.3	Pre-Disciplinary Due Process Meeting	25
21.4	Implementation of Discipline	25
21.5	Reprimand	26
21.6	Appeal of Disciplinary Action	26
ARTICLE 22:	INTRODUCTORY PERIOD FOR NEW EMPLOYEES	28
ARTICLE 23:	PERSONNEL RECORDS	28
ARTICLE 24:	POSTING POSITIONS	29
ARTICLE 25:	NO STRIKE/NO LOCKOUT	29
ARTICLE 26:	SEVERABILITY	30
ARTICLE 27:	FULL UNDERSTANDING, MODIFICATION WAIVER	30
Appendix A		32

PREAMBLE: PURPOSE

Both the Marina Coast Water District and the Union agree that the purpose of this Memorandum of Understanding is to ensure that all Marina Coast Water District employees be treated with mutual respect, dignity and fairness. To achieve that goal all rules, practices and policies will be applied equally and impartially.

It is the goal of the Marina Coast Water District and the Union that we all work toward a workplace which is healthy, cooperative, supportive and mutually trusting.

ARTICLE 1: PARTIES

THIS AGREEMENT is made and entered into between the Marina Coast Water District (herein called "MCWD") and the General Teamsters, Local 890 (herein called the "Union").

ARTICLE 2: RECOGNITION

MCWD recognizes the Union as the bargaining agent for all employees in the Management and Confidential Unit. See appendix A.

ARTICLE 3: TERM

This four (4) year Agreement shall remain in full force and effect from the date it is adopted by the District and the Union up to and including June 30, 2023 and thereafter shall continue in effect year by year unless one of the parties hereto notifies the other within 90-120 days immediately preceding the expiration date, of its request to modify, amend or terminate specific sections of this Agreement. Upon receipt from the parties hereto of a timely request to modify, amend or terminate specific sections of the Agreement, the other party shall have ten (10) days to respond.

ARTICLE 4: NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination and free from sexual harassment, as well as unlawful harassment based on ancestry, race, marital status, color, medical condition, mental disability, physical disability, pregnancy, child birth or related medical conditions, national origin, religious creed, political belief, gender, sexual orientation, or any other basis protected by federal, state, or local law, ordinance, or regulation. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Employees may elect to exercise their right to join and participate in the activities of the Union for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion

or interference with any employee with respect to or because of the employee's membership in said Union.

Union represented employees shall not be restricted in their rights to engage in political activity except as set forth in state and federal law.

Any party alleging a violation of this Article shall have the burden of proving the existence of a discriminatory act or acts or proving that, but for such act or acts the alleged injury or damage to the grievant would not have occurred.

ARTICLE 5: UNION RIGHTS

Section 5.1 Representation

The Union has the right to represent employees in the representation unit as specified by state law and the terms of this Agreement, and pursuant to the MCWD Employer-Employee Labor Relations Ordinance.

The Union will notify MCWD and maintain such notice during the terms of this Agreement of its elected officers and directors as well as its staff employees.

MCWD will notify the Union, upon request, of the name and classification of each new employee in the represented unit.

Section 5.2 Access to Work Locations

Reasonable access to employee work locations shall be granted official representatives of the Union, for representational purposes and for the purpose of transmitting information. Authorized Union staff representatives desiring such access shall first request permission from the appropriate management representative, at which time the representative shall inform said management representative of the purpose of the visit. Said management representative may deny access to the work location if in his/her judgment the visit would interfere with the operations of the facility, in which event the management representative will offer an alternative time and/or location for the visit

Section 5.3 Union Meet and Confer Representatives

Union may select up to three (3) representatives from the Management and Confidential Unit who have each passed their initial introductory period with the MCWD, in addition to its staff members, to act as official representatives. These representatives will represent the Union in jointly scheduled meetings with the MCWD to address matters of mutual concern. The Union will notify the MCWD of the selected unit members. If it is mutually agreed that an issue that results in one or more meet-and-confer meetings, would impact only one of the work sections, then only the representative for that section, in addition to the Union staff person, will attend those meet-and-confer sessions.

The Union section representatives will be granted reasonable time during normal working hours for meeting and conferring with authorized representatives of the MCWD.

Section 5.4 Representation Program

Designated employee shall mean an employee who has served out his/her initial introductory period with the MCWD, and who is a member of and is designated by the Union to assist employees in processing grievances.

The designated employee shall be subject to the following:

- A. The designated employee shall be authorized a reasonable amount of time off without loss of pay to investigate and prepare grievances and disciplinary appeals of unit employees and shall have the right to serve as a representative for employees in grievance matters in accordance with the grievance and disciplinary appeals provisions of the Agreement.
- B. The designated employee shall not conduct Union business on MCWD time, except as specifically authorized by this Memorandum of Understanding.
- C. The designated employee may represent employees against whom disciplinary action is pending, as provided for in employees' Weingarten rights.

Section 5.5 Agency Fee and Dues Deduction

A. Employee Rights

The District and Union recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure upon nor discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the Union shall not be compulsory.

B. Payroll Deductions

The District shall deduct from the pay of Union members and pay to the Union the normal and regular monthly Union membership dues as voluntarily authorized in writing by the employee on the District form, subject to the following conditions:

- (1) Such deduction shall be made only upon submission of the District form to the General Manager of the District. Said form shall be duly completed and executed by the employee.
- (2) The District shall not be obligated to put into effect any new, changed or

discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.

C. Payment Method

- (1) A District employee who has not voluntarily made application for membership in the Union within thirty days after employment must, as a condition of employment in the District, pay to the Union a service fee. This fee is in exchange for representation services necessarily performed by the Union in conformance with its legally imposed duty of fair representation on behalf of said employee who is not a member of the Union.
- (2) In the event that an employee does not become a member of the Union or pay such fee directly to the Union, the District shall begin automatic payroll deduction.
- (3) Prior to beginning such automatic payroll deduction, the Union will certify to the District in writing that:
 - (a) The employee whose pay is to be affected by the deduction has:
 1. Refused to join the Union;
 2. Refused to tender the amount of the service fee as defined herein; and,
 3. Not applied for an exemption under Section 5 herein; and,
 - (b) The Union is complying with all applicable regulations regarding the implementation of agency fees including the submission of an annual report to the District and unit members within sixty (60) days after the end of the fiscal year.
- (4) The written certification in "(3)" above shall be a condition precedent to any collection of the service fee by the District.
- (5) The Union will file with the District a copy of the written notice required by law to be sent to non-Union members subject to the service fee.
- (6) Minimum Requirements for Automatic Payroll Deduction of Fee:
 - (a) The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reason, including, but not limited to, layoffs and voluntary leave of absence for more than thirty (30) days.

- (b) When a unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period. In the case of a unit member who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deduction has priority over Union dues and service fees.

(7) Amount of Fee:

The amount of fee collected from bargaining unit members shall be that allowed by Section 3540.1 of the Government Code.

D. Exemptions to Obligation to Pay Fee

- (1) Any unit member shall be exempted from the requirements of a service fee if such unit member is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting a "public employee organization" as defined by Section 3540.1 of the Government Code. In addition, any unit member may be exempted from the service fee if such unit member registers a deep philosophical objection to financially supporting a "public employee organization".
- (2) To register such exemption, the unit member must submit a written statement indicating his/her objection to the General Manager.
- (3) An exempt unit member shall, as an alternative to payment of a service fee to the Union, pay an amount equivalent to such service fee to:
 - (a) Women's Crisis Center
 - (b) Citizenship Project

F. District's Obligation

The District's obligations under this Article are 1) to notify any unit member who has failed to comply with the provisions of this section that, as a condition of employment in the District, such unit member must either become a Union member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and 2) deduct from pay appropriate amounts pursuant to Sections 2 and 4 herein

G. Hold Harmless and Indemnity Provision

The Union shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought

against the District or any of its agents by other than the Union in connection with the administration or enforcement of any section of this Agreement pertaining to representation fees. Such reimbursement shall include costs and attorneys' fees incurred by the District.

Nothing in the above shall require that any employee shall be required to join the Union if they are exempted from such requirement by the provisions of the Meyers-Milias-Brown Act, California Government Code 3500 et seq. The parties shall meet to designate those positions in the unit which are supervisory.

Section 5.6 Bulletin Board

The MCWD will furnish for the use of the Union a bulletin board in the employees break room. Said bulletin board shall be used for the purpose of posting Union official notices and all materials shall state clearly that it is authorized by the Union.

Union agrees that notices posted on MCWD bulletin boards shall not contain anything which may be reasonably construed as maligning MCWD, its representative(s), or any individual in any manner whatsoever.

Nothing in this Memorandum of Understanding or District policy shall be interpreted to prohibit designated Union paid staff or other formally designated representatives from informally discussing matters of mutual concern with individual Board members. Such discussions shall comply with the Brown Act open meeting law requirements, are to be informational only, and do not constitute a substitution for appropriate channels of communication with either District staff or the Board as a whole.

ARTICLE 6: MANAGEMENT RIGHTS

MCWD will continue to have, whether exercised or not, all the rights, powers and authority heretofore existing, and not specifically limited by this Memorandum of Understanding, including, but not limited to the following:

- Determine the standards of services offered;
- Determine the standards of selection for employment;
- Direct its employees;
- Take disciplinary action;
- Relieve its employees from duty because of lack of work or for other legitimate reasons;
- Issue and enforce rules and regulations;
- Maintain the efficiency of governmental operations;
- Determine the methods, means and personnel by which MCWD operations are to be conducted;
- Determine job classifications of MCWD employees;
- Exercise complete control and discretion over its work and fulfill all of its legal responsibilities.

All the rights, responsibilities and prerogatives that are inherent in the MCWD by virtue of federal, state, and local laws and regulation provisions cannot be subject to any grievance proceeding.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the MCWD Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

ARTICLE 7: SAFETY

Section 7.1 Obligation

The MCWD will provide a safe and healthful workplace free of recognized hazards. The MCWD agrees to comply with all applicable local state and federal health and safety laws and regulations.

The Union agrees that it is the duty of all employees to comply with all reasonable rules and regulations and when possible, to be alert of all unsafe places, equipment and conditions and to report any such unsafe practices or conditions to the appropriate management representatives. If such notice is given in writing, employees will not be required to work in unsafe conditions. However, employees may not leave the worksite. Alternate work may or may not be assigned by the District until the unsafe condition is remedied or until it is determined that no unsafe conditions exist.

Section 7.2 Safety Equipment and Uniforms

MCWD shall provide and maintain appropriate safety clothing and equipment for union represented Technical Support personnel. Such items may include, depending upon assigned duties, laboratory coats and aprons dust masks and non-prescription safety glasses. Up to five (5) coats and aprons shall be cleaned weekly and worn clothing shall be replaced by the MCWD.

MCWD shall provide and maintain the appropriate uniforms for Operations and Maintenance personnel. Such items shall include: Long sleeved shirts and pants and jackets. Shirts and pants shall be cleaned weekly and worn clothing shall be replaced by MCWD.

MCWD will provide up to two--hundred dollars (\$200.00) credit for the purchase of safety-toed boots or safety-toed shoes for the following personnel: Systems Operator I/II/III, Laboratory Supervisor, and engineering classifications that require inspecting as a function of the position. Replacement boots or shoes will be provided on an as-needed basis. Wearing of uniforms and safety boots during all working hours is mandatory for all employees provided with or eligible for reimbursement of same. Uniforms and boots are

to be worn for District purposes only. Obscene or excessive adornment may not be worn. Non-uniform apparel, such as other than MCWD hats, may not be worn.

The District shall provide one pair of prescription safety glasses, upon request, to each employee in Operations and Maintenance and Laboratory personnel. The reimbursement cost for each pair of glasses shall not exceed \$100.

Section 7.3 Ergonomics

The District shall provide office equipment accommodations that ensure ergonomic compliance.

Section 7.4 Hepatitis A & B Vaccinations

MCWD shall continue to maintain coverage, under normal group medical benefits, allowing for Hepatitis A and B vaccinations for individuals who are or will be at increased risk of infection with HAV (Hepatitis A virus).

Section 7.5 Wellness Program

MCWD recognizes its employees are its greatest asset and encourages all staff to participate in a Wellness Program. Participation is voluntary and employees do so at their own risk. To further encourage the wellness of its employees, MCWD authorized employees (upon approval of their immediate supervisor) who participate in aerobic physical exercise (walking, jogging, etc.) to use up to thirty (30) minutes of regular work time for this purpose two (2) days per week.

Exercise is normally done over the lunch break, with an extension of thirty (30) minutes. This amount of time is intended to allow the exercising employee the opportunity to receive a thorough aerobic workout and time to return to work refreshed and relieved of stress.

MCWD will provide educational services to employees on nutrition, disease prevention and management, smoking cessation, obesity, etc. through posters, flyers and brown bag lunches with guest speakers. In addition, the District will offer free, onsite preventive health screenings to all employees provided the employee participates in a workforce health profile.

ARTICLE 8: WAGES

Section 8.1 Wage Increase

Effective July 1, 2019, all Teamster employees' salaries shall be increased by a percentage equal to the increase in the Feb 2018-Feb 2019 CPI-U for the San Francisco Bay area.

Effective July 1, 2020, all Teamster employees' salaries shall be increased by a percentage equal to the increase in the Feb 2019-Feb 2020 CPI-U for the San Francisco Bay area.

Effective July 1, 2021, all Teamster employees' salaries shall be increased by a percentage equal to the increase in the Feb 2020-Feb 2021 CPI-U for the San Francisco Bay area.

Effective July 1, 2022, all Teamster employees' salaries shall be increased by a percentage equal to the increase in the Feb 2021-Feb 2022 CPI-U for the San Francisco Bay area.

Section 8.2 Annual Step Increase

The current practices relative to the granting of performance-based merit increases shall continue for the term of this MOU.

Section 8.3 Longevity Steps

Upon reaching the following anniversaries, employees shall receive longevity pay increases as follows:

10 years of service	5% pay increase
15 years of service	5% pay increase
20 years of service	5% pay increase
25 years of service	2.5% pay increase
30 years of service	2.5% pay increase

The current practices relative to the granting of longevity pay shall continue for the term of this MOU. [The longevity pay is calculated by compounding the steps.](#)

ARTICLE 9: OVERTIME AND WORK WEEK

Section 9.1 Overtime

The following shall apply to all union-represented employees who are statutorily non-exempt from state and federal overtime requirements.

Overtime shall be defined as time actually worked in excess of forty (40) hours in a workweek or eight (8) or nine (9) hours in a workday, depending upon the employee's regularly scheduled shift. All overtime work shall be authorized by the appropriate representatives of management and be paid at time and a half (1.5) or may be credited with the equivalent compensatory time off at the option of the affected employee. Time worked in excess of 12 hours in one workday shall be paid at double time.

For the purpose of this section, paid holiday, vacation, compensatory and sick time off hours shall be considered as hours worked for the purpose of determining overtime.

Compensatory time may be accrued up to a maximum of one hundred and sixty (160) hours. Compensatory time earned in excess of 160 hours shall be paid during the next following pay period. Employees prior to July 1, 2019 that have a balance above 160 hours shall be allowed to reduce their balance gradually and are not eligible to accrue any more compensatory time until their balance is below 160 hours.

Section 9.2 Work Week and Hours

The normal workweek shall be Monday to Friday, eight (8) or nine (9) hours per day depending upon the employee's regularly scheduled shift. In an emergency or in unusual circumstances the workweek may be changed.

For Office and Laboratory personnel, the normal working hours are between 7:30 a.m. to 5:30 p.m. For Operations and Maintenance personnel the normal working hours are between 6:30 a.m. to 4:00 p.m. depending upon job assignment, except for regularly assigned stand-by and weekend duty. For Water Conservation and Engineering, normal working hours are 7:30 a.m. to 5:00 p.m.

Alternative Work Week: A 9/80 Flex Time schedule is available for employees who elect this option. Managers will have the discretion to consider and implement this schedule based on the operational and managerial needs of the District. All employees of the District can request such schedule and the District agrees that the requests will not be unreasonably denied. Participation in the Flex Schedule affects the schedules of others; therefore, once established, changes in flex scheduling can only be changed if approved by the Department Head and General Manager.

ARTICLE 10: SPECIAL PAY PRACTICES

Section 10.1 Call-Back

The following shall apply to all union-represented employees who are statutorily non-exempt from state and federal overtime requirements.

MCWD agrees to guarantee a minimum of two (2) hours of paid time to any worker who, following the completion of his/her workday and departs from his/her place of employment, is called back and must report to a worksite because of work requirements, at times other than normal work hours. Such call backs shall be considered overtime. Responding to such call-backs is mandatory.

Once an employee has initially been called back to duty under call-back conditions, no additional call-back work credit shall be credited for any subsequent call-back, which occurs within the initial call-back minimum period two (2) hours.

Section 10.2 Certification Bonuses

MCWD shall pay one-time bonuses of two-hundred fifty dollars (\$250) per certificate for employees who obtain the following certificates from the California State Water Resources Control Board: Wastewater Treatment Operator II, III, IV, V, from the California Department of Public Health; Water Distribution Operator II, III, IV, V, and Water Treatment Operator II, III, IV, V; and California Water Environment Association; Collection System Maintenance II, III, IV; Laboratory Analyst II, III, IV, V; and American Water Works Association CA-NV; Water Quality Analyst II, III, IV; Water Conservation Practitioner I, II, III and any other pertinent certifications on which the parties may agree.

Employees will be reimbursed after proof of completion of a course of study or exam with regard to the cost of licenses, certificates and renewals which are required to perform his/her job duties.

Section 10.3 Notary Pay

Due to business needs, the District requires the Executive Assistant to the GM/Board to be a Notary Public from the State of California to sign legal documents for the agency. The District pays all costs to obtain this certification. As an incentive to maintain this certification, the Executive Assistant to the GM/Board will receive \$50 per pay period as Special Compensation and in accordance with the California Code of Regulations Section 571(a) and 571(b).

Section 10.4 Education Reimbursement

Based on an employee's submission of a completed Tuition Reimbursement Request form, including the supervisor and General Manager's approval, a regular, full-time employee may be reimbursed up to \$5,000 per year for books and tuition only for a job-related course of study. The employee shall submit the information on the class/program prior to enrollment. If the request form is not submitted in advance of the beginning of the class/course of study, reimbursement may be denied.

Confirmation transcripts or evidence which verifies the student's successful completion of the course (a grade C or better, "pass/fail" completion, a certificate or diploma) must be submitted to Human Resources prior to receiving reimbursement.

ARTICLE 11: INSURANCE

Section 11.1 Health Insurance

The District agrees to pay a portion of the monthly medical/dental/vision insurance premiums for all regular, full-time employees. All employees, including those with eligible dependents shall contribute towards medical/dental/vision/EAP premiums via a payroll deduction. The following amount(s) will be effective beginning July 1, 2019 to January 1, 2023:

Effective January 1, 2020, Teamster employees will pay the following:

Employee only = \$0/month

Employee + 1 dependent = \$132.65*/month + 20% of any increases to medical/dental/vision/EAP premiums

Family coverage = \$170.41*/month + 20% of any increases to medical/dental/vision/EAP premiums

*Amounts will increase annually by 20% of the increase in medical/dental/vision/EAP from the previous January.

At the option of the employee, Marina Coast Water District will provide continued medical benefits for retired District employees provided the minimum requirements established by the District are met. The requirements shall be as follows:

- A. The employee shall be at least 63 years of age and have a total of 20 years of service with the District.
- B. The District will pay 75% of the medical insurance cost for the employees at retirement who meet the requirement stated in item one above.
- C. All employees who exercise this option and who retire with 20 years of service are required to pay 25% of the cost of medical insurance and shall make their payments on the first of each month after retirement. Any retired employee who fails to make the required payment to the District shall have all benefits cancelled if not paid within 30 days of the due date.
- D. District employees shall be notified of the amounts owed to the District at the time of retirement. The amount paid shall be calculated based on 25% of the rates charged by the District's insurance carrier at the time of retirement. The employee shall be notified of any changes in the amount owed each year.

(The above applies only to those that retire after July 1, 2019. Above does not apply to existing retirees)

Section 11.2 Life Insurance

MCWD agrees to provide Group Term Life and Accidental Death and Dismemberment (AD&D) Insurance for all regular, full-time employees at an amount equal to two times their annual salary. Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the District shall be subject to tax law provisions.

Employees may purchase additional insurance through payroll deduction at a rate set by the insurance company.

Section 11.3 Short-Term/Long-Term Disability Plan

In addition to State Disability Insurance (SDI), the District provides, at no cost to the employee, a short-term disability plan with a maximum benefit of \$2,000 per week and a 30-day elimination period that supplements SDI and offers up to 2/3 of the employee's base annual salary, subject to the provisions of the contract with the carrier. In addition, the District offers a long-term disability plan with a maximum benefit of \$10,000 per month and a 180-day elimination period.

Section 11.4 Retirement

MCWD agrees to continue to provide the following retirement benefits:

A. Tier 1 Employees (Classic Employees)

For employees hired prior to January 1, 2013, the District will continue to provide the 2% @ 60 formula. The same 2% @ 60 will be provided to new employees who were previously employed by the District or newly hired employees who were previously in the Public Employees Retirement System (PERS) or reciprocal agency and have less than a 180-day break in service are covered by this formula.

Basic PERS 2% @ 60 formula with:

- a. Social Security
- b. Sick Leave conversion
- c. Highest twelve (12) months compensation for purposes of determining final compensation
- d. Military Service credit as Prior Service
- e. Value of Employer-Paid Member Contributions (EPMC) to PERS reported as additional compensation, as provided for under Government Code Section 20636(c) This shall apply to all Union members.

MCWD pays 100% of employer/employee contributions.

B. Tier 2 Employees (PEPRA Employees)

For employees hired after January 1, 2013 who have not previously been enrolled in PERS or reciprocal agency or they have more than a 180-day break in service they will be placed in Tier 2. Tier 2 for those employees is the 2% @ 62 formula. Effective July 1, 2015, PEPRA Employees will pay 100% of the employee contribution on a pre-tax basis through an IRC 414(h)(2) plan. Basic Public Employees Retirements Systems (PERS) 2% @ 62 formula with:

- a. Social Security
- b. Sick Leave conversion
- c. Highest thirty-six (36) consecutive months of service for purposes of determining final compensation
- d. Military Service credit as Prior Service

Section 11.5 Labor-Management Cost Containment Committee

MCWD and the Union agree to form a labor-management committee consisting of two (2) representatives from each bargaining unit and will include the General Manager and the HR/Risk Administrator. The purpose of the committee is to study methods and plans to reduce the cost of the insurance benefits to the MCWD and examine possible alternatives to the current medical insurance plan. Recommendations from this committee are expected to be submitted prior to the expiration of this contract.

Section 11.6 Employee Assistance Program (EAP)

MCWD agrees to provide a confidential EAP benefit to all eligible employees and their dependent(s). This program is provided to promote employee health and well-being when personal problems affect an employee's life and work. The program provides information, consultation and counseling for employees and their family members, as well as offering training and consultation to management.

The EAP covered services include six (6) assessment/counseling sessions or financial/legal services for each incident of treatment.

Section 11.7 Insurance Administration

The MCWD continues to have the right and the obligation to administer the various insurance programs. These rights and obligations include, but are not limited to, the right to select the carriers and insurance claims administrators after consideration of the recommendations of the health insurance labor-management committee and prior meeting and consultation with the Union. Changes in insurance carriers or administrators shall not result in any appreciable reduction in benefits. In the event a change in insurance carriers is made, an open enrollment period will be authorized.

ARTICLE 12: HOLIDAYS

The following listed days shall be observed during the term of this MOU as legal holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Working day immediately preceding Christmas Day
- Christmas Day
- Employee's Birthday
- Floating Holiday

Observed holidays falling on Saturday will be celebrated on Friday; those falling on Sunday will be celebrated on Monday. Employee Birthday and Floating Holiday may be taken at any time during the calendar year upon approval of the department supervisor.

Union represented employees who are statutorily non-exempt from state and federal overtime requirements and who may be required to work on a holiday will be permitted to choose compensation in the form of compensatory time off at double time and one half the regular salary rate for the holiday worked, or monetary payment for the day. If the monetary payment is selected, it will result in the employee getting payment of double time and one half if the total credited hours for the week exceed forty (40).

ARTICLE 13: VACATION

Section 13.1 Accrual

The following vacation schedule shall apply:

Year of Service	Days/Hours accrued Bi-weekly
1	10 working days per year (3.08 hours bi-weekly accrual)
2-3	11 working days per year (3.38 hours bi-weekly accrual)
4-10	16 working days per year (4.92 hours bi-weekly accrual)
11+	20 working days per years (6.16 hours bi-weekly accrual)

Vacation time will accrue through the year and will be pro-rated and credited at the end of each pay period. The maximum accrual allowance shall be two hundred and sixty (260) hours. Vacation time earned in excess of 260 hours shall be paid during the next following pay period. Vacation leave cannot be used by new employees during their initial introductory period, unless approved, in advance, by the General Manager.

Prior to approving a request for vacation, it is the responsibility of the manager/supervisor or designee to confirm that the employee has, or will have, the requested time available. Any unposted leave accruals are not eligible for use at the time the scheduled vacation starts.

Section 13.2 Advance Approval and Cancellation Notice

- A. Application for approval of vacation leave shall be made no less than ten (10) working days in advance. Approval of vacation leave for less than five (5) working days can be approved at the discretion of the immediate supervisor.
- B. MCWD shall provide at least seven (7) working days' notice to employees if, due to workload requirements, an employee will not be able to take his/her pre-authorized vacation, unless emergency situations require a shorter notice. MCWD will authorize vacations as soon as operationally possible.

Section 13.3 Payout on Termination

The MCWD shall, upon termination or resignation of an employee, compensate that employee for his/her accrued vacation and compensatory time at his/her current rate of pay.

Section 13.4 Cash-Out

Employees may elect to cash out accumulated vacation time provided that the employee maintains at least forty (40) hours of accrued vacation credit. Cash-out must be done in conjunction with a regular paycheck.

ARTICLE 14: SICK LEAVE

Section 14.1 Accrual Rate

Sick Leave time will accrue through the year and will be pro-rated and credited at the end of each pay period. Employees shall accrue one day per calendar month with an unlimited accumulation amount.

Notification of illness shall be made as soon as possible and no later than 1 hour after the start of the workday, if at all possible.

After three (3) days of consecutive sick leave, an explanation of the employee's illness shall be submitted by the employee's physician along with a release by the physician to return to work and a statement by the physician that the employee is physically able to perform their job.

Employees who use two (2) days or less of their annual sick leave entitlement will be given the opportunity at the end of the calendar year to convert two (2) of the remaining sick leave days into vacation, or let the sick leave days accumulate. Sick leave used for doctor/dentist appointments during work hours will not be subject to this.

Section 14.2 Retirement Payoff

After ten years of continuous service, or at age of sixty years or above, upon termination or retirement, an employee shall be paid for sixty (60%) of his/her accumulated sick leave up to a maximum of 240 hours. All payments will be made at the current rate of pay. Employees hired after January 1, 2013 are not eligible for this benefit.

ARTICLE 15: LEAVES

Section 15.1 General Information

In accordance with State and Federal regulations, MCWD will continue to pay MCWD's normal contribution of the employee only health benefits for the first twelve (12) weeks

of a disability-related leave of absence under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Act (PDA). The normal MCWD-paid premiums for benefits for all other leaves of absence will continue only through the end of the month in which the leave begins. Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, and except where otherwise mandated by State or Federal law. In these cases, if an employee wishes to continue health benefits, he/she must elect to continue them under COBRA.

When the employee returns from leave, MCWD will again provide benefits according to the applicable plans.

It is the *employee's responsibility* to ensure that MCWD receives all necessary documentation regarding the leave and any subsequent requests for extension. Employees absent without leave and those who fail to return to work promptly at the end of a leave are considered to have voluntarily resigned his/her positions.

Benefit accruals, such as sick, vacation, management and holiday benefits, will be suspended during unpaid leaves, and will resume upon the employee's return to active employment. Employee performance and wage and salary review dates will also be adjusted by the total amount of time taken for leaves of absence exceeding thirty (30) consecutive calendar days.

MCWD will attempt to accommodate employees returning to work from injuries, illnesses or other disabilities with short-term "modified duty" assignments when practical. Please refer to Section 17 for accommodation process. Such accommodations may be made depending upon the extent and nature of the work restrictions imposed by the health care provider, the anticipated duration of the restrictions, the availability of modified duty assignments, and other relevant considerations.

Instances may exist where two (2) or more leave of absence policies provide overlapping protection for eligible employees. It is the intention of MCWD's policies to limit employees to the time available under the single most favorable leave of absence policy and to prevent employees from exceeding the limitations of that policy. *This means that all leaves of absence run concurrently as provided by law.*

The leave shall be unpaid except that an employee may elect to be paid by using any accrued sick leave, compensatory, vacation, or management leave benefits. The substitution of paid leave does not extend the total duration of FMLA/CFRA to which an employee is entitled beyond twelve (12) weeks in a twelve (12)-month period.

Accordingly, any leave of absence that is taken by an employee under any policy that could have been taken under any other policy of MCWD (if the employee had requested to do so) shall be credited against the maximum limit on leaves established in each of the policies that provided the employee a basis to request a leave of absence.

All leave requests should be submitted and approved in advance. See the HR/Risk Administrator for appropriate forms and specific information. When leaves are foreseeable, the employee must provide at least thirty (30) days advance notice. If the leave is not foreseeable, the employee must provide notice as soon as practicable.

Section 15.2 Military Leave

Every employee of MCWD shall be granted military leaves of absence and other benefits as provided in Division II, Part I, Chapter VII of the Military and Veteran's Code of the State of California and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 15.3 On the Job Injury Leave

An employee may choose to apply his/her accrued sick leave and/or vacation during an on-the-job-injury leave until he/she becomes eligible for other benefits, thereafter he/she may elect to apply pro-rated accrued sick leave, to the extent of his/her recorded sick leave and to receive compensation from MCWD together with that to which he/she is entitled under the California Worker's Compensation Law, to equal his/her regular MCWD salary, including SDI benefits. When an on the job injury or illness does occur, a written statement from the employee is required within twenty-four (24) hours to be submitted to the HR/Risk Administrator. MCWD will continue to provide health benefits for each employee on a job injury or illness leave as long as the employee continues to use pro-rated, accrued sick leave and/or vacation leave to equal normal salary, and until such sick leave and/or vacation leave are expended or such time as the employee returns to active employment or resigns from MCWD.

Section 15.4 Bereavement Leave

Employees shall be entitled up to three (3) days of paid leave for a death of a family member. A family member includes the employee's spouse or State-registered domestic partner and the following persons related to the employee or spouse or State-registered domestic partner: mother, father, brother, sister, child, step-child, grandparents, grandchild, or legal guardian. Such leave shall be separate from sick leave and vacation and is to be used within two (2) weeks upon the death of the family member. Up to five (5) days may be granted for exceptional circumstances acceptable to the General Manager.

Upon approval, employees may use either accumulated sick leave and/or vacation leave if more time off is necessary.

Section 15.5 Jury Duty

Jury duty shall be considered leave with pay provided the unit member submits a copy of the jury summons and documentation indicating the dates and times of jury service to his/her supervisor. An employee, while serving on jury duty will receive pay in the

amount of the difference between the employee's regular earnings and any amount received for jury service. The employee may retain any fee paid as a travel allowance.

Section 15.6 Management Leave

Union represented employees who are exempt from state and federal overtime requirements shall continue to be permitted to take management leave in recognition of the special requirements of their jobs. Management leave shall be accrued on a bi-weekly basis at the rate of 3.077 hours per pay period. The maximum accrual allowance for management leave will be eighty (80) hours per fiscal year. Management leave earned by the end of each fiscal year shall be taken within the first quarter of the following fiscal year. Any management leave not used by the end of the first quarter of the following fiscal year will be paid out to the employee during the next payroll period.

Section 15.7 Voluntary Furlough Without Pay

The following shall apply to the "Voluntary Furlough Without Pay Plan:

- a. No form of salary compensation may be taken (i.e. vacation, compensatory time, management leave). Paid holidays which occur during the furlough period will continue to be paid as usual.
- b. All existing benefits that have been paid by the District shall continue to be paid by the District and all deductions previously paid by the employee shall continue to be taken out of the employee's check when a check has been issued with sufficient funds. In other cases, it shall be the employee's responsibility to make arrangement to pay his/her portion of benefits or other payroll deductions. This includes, but is not limited to, health, union dues, court ordered payments, voluntary supplemental life insurance premiums and voluntary supplemental health insurance such as AFLAC.
- c. No loss of seniority or break in service will be suffered by the employee.
- d. All benefits shall accrue as if the employee were working (i.e., vacation, sick leave).
- e. An employee may take up to forty (40) hours of voluntary furlough without pay at any one time in a fiscal year. A written request must be approved, in advance, by the employee's manager. Shorter increments of time (no less than four (4) hours) may be requested, subject to approval by the department manager. The manager may accept or reject a request for furlough after consideration of the employee's position and department workload.
- f. Employees with accrued vacation and/or compensatory time in excess of the District maximum may not participate in this plan until they are in compliance with the maximum hours allowed.
- g. Taking unpaid furlough should not result in the need for any other employee to work overtime.

If you have any questions, please contact the HR/Risk Administrator.

ARTICLE 16: DEFERRED COMPENSATION

The District shall make available a 457 deferred compensation plan for all bargaining unit employees. The District's 457 Deferred Compensation Plan allows employees, on a voluntary basis, to authorize a portion of their salary to be withheld and invested at their direction for payment upon termination of employment or retirement. All contributions are deducted from employees' salary on a pre-tax basis. Upon withdrawal from the Plan, participants will be responsible for appropriate taxes.

MCWD will match an employee contribution up to a maximum of \$2,000 per year. Comp match to be on a calendar year basis starting July 1, 2019.

MCWD will comply with IRS regulations regarding maximum contributions and provisions of tax laws.

ARTICLE 17: PRE-TAX VOUCHERS

MCWD shall provide a pre-tax voucher system for bargaining unit employees' dependent care expenses.

ARTICLE 18: ~~WORKING OUT OF CLASSIFICATION~~ TEMPORARY UPGRADE PAY

When an employee covered by the provisions of this Agreement is assigned through a personnel action form to perform the primary and essential duties of a higher paid vacant position, that employee shall be compensated at the step in the higher classification that provides an increase to the assigned employee of at least five percent (5%). The assignment must be for over twenty (20) days in a calendar year. Such additional compensation will normally begin on the twenty first (21st) working day after assignment to the higher position or earlier, subject to the discretion of the General Manager.

Note: Temporary upgrade pay is not reportable for PEPRA Members.

ARTICLE 19: LAYOFF POLICY

The District may lay off employees because of lack of work, lack of funds, material change in duties or organization, or in the interest of economy or cause outside District's direct control.

For purposes of layoff, seniority shall be defined as length of continuous service while an employee of the District. Layoff of employees within each category of employment status and within a targeted job classification shall be based on seniority unless the employee's past job performance or disciplinary record justifies an exception to seniority ranking.

Layoffs shall be made among all employees in the same job classification within the District in the following order:

- A. Temporary employees.
- B. Introductory employees.
- C. Regular employees.

ARTICLE 20: GRIEVANCE PROCEDURE

Section 20.1 Grievance Defined

A grievance includes every dispute concerning application or interpretation of this Memorandum of Understanding by an employee adversely effected thereby, but shall not include the following:

- A. Disciplinary actions as defined herein, which shall be subject to appeal through the procedure contained in this Agreement for the appeal of disciplinary actions;
- B. Complaints regarding Occupational Health and Safety, or Workers' Compensation or the applicable procedures for such complaints;
- C. The exercise of any MCWD rights as specified in this Memorandum of Understanding, so long as the exercise of such rights does not conflict with other provisions of this Agreement;
- D. Any impasse or dispute in the meet and confer process;
- E. Any matter for which a different appeals procedure is provided either by statutes, ordinances, resolutions or agreements.

The Union shall be entitled to file a grievance on behalf of an employee adversely affected by a grievable matter.

The Union may file a grievance on its own behalf only on those matters which pertain to the rights of the Union as an organization as specified in Article 5 of this Agreement.

Section 20.2 No Discrimination

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

Section 20.3 Time Limits

The time limits set forth herein are essential to the grievance procedure and shall be strictly observed. The time limits may be extended by agreement of the parties, and any such extension must be confirmed in writing.

If, at any stage, of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level within the time limits set forth.

Failure to submit the grievance within the time limits imposed shall terminate the grievance process, unless the time limits have been extended by mutual agreement, and the grievance shall not be subject to further appeal or reconsideration.

The grievant has the right to promptly proceed to the next step within the prescribed time limits if the appropriate management representative fails to respond within the time limits specified.

Section 20.4 Grievance Procedure Steps

Step 1: Discussion with Immediate Supervisor

Within thirty (30) days of when the grievant knew or reasonably should have known of the act or omission, which gave rise to the grievance the grievant shall first discuss a grievance informally with his/her immediate supervisor. Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall verbally respond to the grievant within three (3) working days of the informal discussion between the grievant and supervisor. In the event of a sexual harassment grievance, the employee is not required to discuss the grievance with the immediate supervisor, and may start the grievance process at Step 2.

Step 2: Formal Written Procedure

- A. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing on to his/her Department Head within five (5) working days after receipt of the immediate supervisor's verbal response.
- B. Within five (5) working days of receipt of the grievance, the Department Head shall:
 - (1) Meet the grievant to discuss the grievance at the request of concerned parties (i.e., the grievant, the grievant's representative, or the supervisor);
 - (2) Deliver his/her written decision outlining the reasons behind the decision to the grievant and his/her representative within three (3) working days following the meeting, if held; if no meeting was held, within seven (7) working days of the receipt of the grievance.

Step 3: General Manager Review

This step applies only to union represented employees who did not submit the written grievance to the General Manager at Step 2.

- A. If a grievance is not settled at Step 2 of this procedure, the grievance may be appealed to the General Manager in writing within ten (10) working days from the receipt of the decision of the immediate supervisor or his/her failure to respond to the grievance. In submitting the grievance to Step 3, the grievant or grievant's representative may request a meeting with the General Manager.
- B. Within five (5) working days of receipt of the grievance, the General Manager shall:
 - (1) Meet the grievant to discuss the grievance at the request of the concerned parties (i.e., the grievant, the grievant's representative, or the supervisor);
 - (2) Deliver his/her written decision outlining the reasons behind the decision to the grievant and his/her representative within three (3) working days following the meeting.

Step 4: Mediation/Recommendation for Union Represented Employees

- A. If a grievance is not settled when appealed to the General Manager, the grievant may request that the matter be referred to mediation/Recommendation by requesting a mediator from the California Mediation and Conciliation Service in writing within ten (10) working days from the receipt of decision of the General Manager or his/her failure to respond to the grievance. A copy of the request will be sent to the General Manager.
- B. At the earliest possible date which can be arranged between the Mediator, the General Manager and the Union, the Mediator shall:
 - (1) Meet with the parties and attempt to find a mutually acceptable resolution to the grievance,
 - (2) If a mediated solution is not attained render a confidential written recommended finding as to the facts of the grievance and a proposed remedy and rationale therefore,
 - (3) Deliver his/her written recommendation to the General Manager, grievant, and his/her representative as soon as possible.

Step 5: MCWD Board of Directors Review and Determination

- A. If the employee does not agree with the written decision of the General

Manager, within five (5) days after receipt of the General Manager's decision, or the recommendation of the mediator if Step 4 is utilized, he/she can appeal to the MCWD Board of Directors by addressing the appeal to the President of MCWD Board.

- B. The MCWD Board will schedule the appeal for consideration as soon as possible after receipt of the request, but not later than thirty (30) days after the date of filing of the notice of appeal.
- C. Either party may submit written argument to the Directors. The written argument must be submitted within at least five (5) working days prior to the hearing.
- D. Each party shall be allotted fifteen (15) minutes for presentation of oral argument to the Directors.
- E. The Directors may affirm, reverse, or modify the decision of the General Manager or remand the grievance for further review by the General Manager or by the Mediator if Step 4 is utilized. The Directors shall consider the recommendation of the mediator in making their decision. The Directors may remand the grievance no more than one time. In such event the existing timelines shall be observed. The decision of the Directors shall be final and binding on the parties.

ARTICLE 21: DISCIPLINARY ACTION

Section 21.1 Disciplinary Actions

The objective of any disciplinary action is to correct less than satisfactory performance and to bring a worker's performance up to District standards. Disciplinary action is not primarily punitive in intent, but is intended to be corrective action.

The appointing authority may take disciplinary action against any employee, provided that the rules and regulations prescribed herein are followed and that employee who is not on introductory status has the right to appeal pursuant to this article, except as herein provided. As used in this article, "disciplinary action" shall mean formal written reprimand, suspension, disciplinary demotion, disciplinary probation, or dismissal. No employee shall be discharged or disciplined without just cause and the principles of progressive discipline shall be followed. Regular, full-time employees shall be subject to disciplinary action by the General Manager only in accordance with the procedures set forth below.

As part of the District's progressive disciplinary process, an employee may be placed on disciplinary probation for a specified period of time not to exceed four (4) months for each instance, with the understanding that should the causes for such action not be satisfactorily corrected or remedied during the period, subsequent disciplinary action may be taken, up to and including termination.

Section 21.2 Notice of Disciplinary Action

In order to institute disciplinary action, the appointing authority shall serve notice of the proposed disciplinary action in accordance with the following procedures:

Except as otherwise provided herein or when emergency or other special circumstances require immediate action, a notice of proposed disciplinary action (other than for formal reprimand) shall be delivered to the employee, either personally or by the US Postal Service, to the current address listed on the employee's most recent personnel action form, no less than five (5) calendar days prior to the effective date of any punitive action against the employee.

The notice of proposed disciplinary action shall include the following:

- A. The nature of the disciplinary action;
- B. The effective date of the action;
- C. The causes for the action in ordinary, concise language with the dates and places thereof, when known;
- D. A statement that identifies the material upon which the action is based and states that it is available for inspection; and,
- E. A statement advising the employee of his/her right to respond either verbally or in writing to the appointing authority or his/her designee imposing the disciplinary action prior to the effective date and the right to be represented in that response. The statement shall also refer to that section of this Agreement titled "Appeals from Disciplinary Action" and state that members of the bargaining unit are represented by General Teamsters, Local 890 and shall give the address and telephone number of the Union office.

Section 21.3 Pre-Disciplinary Due Process Meeting

If the employee does not waive his/her right to a Skelly meeting, the General Manager shall conduct an informal meeting to allow the employee to respond to the charges made. The employee may present information and respond to questions personally or through his/her representative.

The General Manager shall give the employee written notice of the decision which shall be reached within five (5) working days after said meeting.

Section 21.4 Implementation of Discipline

In the case of a suspension without pay of one (1) working days or less, or a suspension with pay of twenty (20) working days or less, the suspension may be

imposed by a single notice containing items A, B, C, D & E above. This notice shall be delivered to the employee on or as soon after the effective date of the suspension as possible.

Except as provided above, in order to implement the proposed disciplinary action of a lesser disciplinary action based on the same cause(s), a notice of disciplinary action shall be delivered to the employee, either personally or by the US Postal Service to the current address listed on the employee's most recent Personnel Action form, on or before the effective date of the disciplinary action.

The notice of disciplinary action shall contain the information in items A, B, C, D & E above and, in addition, shall include a statement as to the right to appeal and representation by a party of his/her own choice and shall include a referral to the section of this Agreement concerning appeals from disciplinary action and shall include a statement that members of the bargaining unit are represented by the General Teamsters, Local 890 with the address and telephone number of the Union office.

Section 21.5 Reprimand

An appointing authority may reprimand an employee by furnishing him/her with a statement, in writing, of the specific reasons for such reprimand. A copy of notice of the reprimand shall be given to the General Manager for inclusion in the employee's personnel file and shall not be subject to appeal, but the employee and/or his/her representative shall have the right to discuss the reprimand, or notice of reprimand during normal business hours, with the supervisor issuing the reprimand within 3 working days of receipt of reprimand.

Disciplinary reprimands shall be removed from the employee's personnel file after the second year of their issuance, upon the employee's request, and if the employee does not receive any further disciplinary action in the two-year period.

Section 21.6 Appeal of Disciplinary Action

A. Appeal

If an employee who has had a pre-disciplinary due process (Skelly) meeting wishes to appeal the decision of the General Manager further, and who has completed his/her six (6) months probationary status, he/she shall file with the MCWD Board of Directors no later than the fifteenth (15th) day after receipt of said notice of disciplinary action.

Should said fifteenth (15th) day fall on a day in which offices of the MCWD are not open for business, the time within which said notice of appeal may be filed shall be extended until 5:00 p.m. of the next following day when MCWD offices are open for business.

B. Time of Hearing -- Notice

A hearing by the MCWD Directors or by a Hearing Officer appointed by the Board, relating to the validity of the charges upon which the disciplinary action was based shall commence not later than thirty (30) days after the date of the filing of the notice of appeal. Upon request of the employee, the MCWD Board shall appoint a Hearing Officer who shall be selected by the parties by alternate striking from a list provided by the State Mediation and Conciliation Service. Absent a request from the employee, the MCWD Board may choose to appoint a Hearing Officer or to have the matter heard by the Directors.

The appellant employee shall be given not less than ten (10) days written notice of the date, time, and place of said hearing of the Directors or the Hearing Officer. Said notice of the date, time, and place of hearing shall be effective upon its deposit in the US mail, postage prepaid with return receipt requested, and addressed to the last known address of the appellant as set forth in the appellant employee's personnel file.

C. Conduct of Hearing

At the time and place designated, the MCWD Board of Directors or Hearing Officer shall hold a hearing for the purpose of determining the validity of the charges brought against the appellant employee and of the reasonableness of the discipline imposed pursuant to said charges. Such hearing shall be closed to the public unless otherwise requested by the appellant employee. The appellant employee may be present and have the right to be represented by counsel.

The hearing may be continued from time to time and at the end of such presentation the MCWD Board of Directors or Hearing Officer may take the evidence under consideration for a reasonable period of time before announcing its decision in the matter.

D. Hearing

The General Manager and the appellant employee may call witnesses, shall have the right of cross-examination and may present documentary and demonstrative evidence.

E. Recommendation of Hearing Officer

If a Hearing Officer is appointed by the MCWD Board of Directors a non-binding advisory opinion or recommendation shall be presented in writing to the MCWD Board as soon as possible after the hearing is complete.

The advisory opinion shall include recommended findings of fact, a recommended decision on the merits of discipline, and may include recommendations to modify

or reverse the disciplinary action. If the Hearing Officer is provided by the California Mediation and Conciliation Service, the Hearing Officer shall first attempt to mediate the question between the parties.

F. Decision of MCWD Board of Directors

The decision of the MCWD Board of Directors shall designate express findings of the charges upon which the disciplinary action was based and may wholly reverse or affirm the disciplinary action imposed by the General Manager or modify the severity of the same.

G. Loss of Salary

If the discipline action of the General Manager is wholly reversed by the MCWD Board of Directors, or the severity of discipline imposed is partially reversed, the appellant employee shall be entitled, upon the decision of the Directors or Hearing Officer, to complete or partial reinstatement, as the case may be, and shall be entitled to reimbursement from MCWD funds of that salary forfeited by virtue of that portion of the disciplinary action which was overruled by the MCWD Board of Directors.

H. Appeals of Decision

The findings and decision of the MCWD Board of Directors on appeal shall be final and conclusive on all parties, and not subject to the grievance procedures provided for in this contract.

ARTICLE 22: INTRODUCTORY PERIOD FOR NEW EMPLOYEES

All new employees of MCWD shall be subject to an introductory period of six (6) months. New employees in their introductory period are considered at-will employees.

The introductory period may be extended no more than two (2) months by the General Manager pending qualifications, demonstration of work habits and performance on the job. An introductory employee may be released at any time that his/her performance is determined unsatisfactory and therefore unsuitable for permanent assignment.

ARTICLE 23: PERSONNEL RECORDS

The MCWD and Union agree that personnel records are not subject to public inspection.

All Personnel records are and remain the property of MCWD.

Employees shall have the right to inspect, review and receive a copy of any official record relating to his/her performance as an employee which is kept or maintained by MCWD.

When any comment adverse to an employee's interest is entered in his/her official personnel records, the employee shall have the opportunity to read and receive a copy of the adverse entry.

An employee, or staff representative of the Union with prior written consent of the employee, may upon request inspect that employee's personnel file during regular business hours by appointment.

The HR/Risk Administrator shall keep the official personnel records of all employees.

Notwithstanding any other provision of this item, MCWD and the Union agree that an employee is not entitled to inspect or review such documents as reference letters, records pertaining to investigation of a possible criminal offense, or material designated confidential by law.

ARTICLE 24: POSTING POSITIONS

The District agrees to post in-house for five (5) workdays, before recruiting externally, when they intend to fill new or existing or permanent positions authorized by the Board. Additionally, the District shall provide the Union steward or designee with a copy of the posting prior to the date of the internal posting. This provision does not apply when recruiting temporary, interim or term Personnel. The District shall encourage unsuccessful internal candidates to receive confidential career counseling from District Supervisory Personnel as feedback for professional development and preparation for future opportunities.

ARTICLE 25: NO STRIKE/NO LOCKOUT

The parties to this MOU recognize and acknowledge that the services performed by MCWD employees are essential to the public. The Union agrees that under no circumstances will the Union recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down, or picketing (hereinafter collectively referred to as work-stoppage), nor to curtail any work or restrict any production, or interfere with any operation of MCWD during the term of this agreement. In the event of any such work-stoppage by any member of the bargaining unit, MCWD shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.

In the event of any work-stoppage, during the term of this Memorandum of Understanding, whether by the Union or by any member of the bargaining unit, the Union, by its officers, shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon MCWD in the event of any work stoppage the Union promptly and in good faith performs the obligations of this paragraph, and providing the Union had not otherwise authorized such work stoppage, the Union shall not be liable for any damages cause by

the violation of this provision. MCWD shall have the right to discipline, to include discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and MCWD shall also have the right to seek full legal redress, including damages, as against any such employee, as long as not in violation of his/her rights under the United States Law or Constitution or the California State Law or Constitution.

In turn, the MCWD agrees not to lockout any employee during the term of this Memorandum of Understanding.

ARTICLE 26: SEVERABILITY

If any section, subsection, paragraph, clause or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, it being hereby expressly declared that this document, each section, subsection, paragraph, sentence, clause and phrase thereof, would have been adopted irrespective of the fact that any one or more sections, subsections, sentences clauses, or phrases be declared invalid or unconstitutional.

ARTICLE 27: FULL UNDERSTANDING, MODIFICATION WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Existing matters within the scope of representation which are not referenced in this Memorandum of Understanding and which are subject to the meet and confer process shall continue without change unless modified subject to the meet and confer process. MCWD assures the Union that unless changes are warranted by operational necessity, it does not intend, nor does it anticipate, during the term of this Memorandum of Understanding any change, modification or cancellation or wages, hours and working conditions which are subject to meet and confer and which are presently in effect or contained in this Memorandum of Understanding.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights, and agrees that the other shall not be required, although they may mutually agree otherwise, to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of negotiations, during the term of this Memorandum of Understanding.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the MCWD's Board of Directors.

The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

THIS MEMORANDUM OF UNDERSTANDING ENTERED INTO THIS 25th DAY of JUNE 2019.

MANAGEMENT AND CONFIDENTIAL
UNIT, TEAMSTERS, LOCAL 890

MARINA COAST WATER DISTRICT

Paula Riso, Bargaining Committee

President, MCWD Board of Directors

Jorge Valenzuela
Union Representative

Vice President, Board of Directors

General Manager

APPENDIX A
MARINA COAST WATER DISTRICT
LIST OF CLASSIFICATIONS

Associate Engineer
Director of Administrative Services
District Engineer
Executive Assistant to the GM/Board
IT Administrator
Operations and Maintenance Manager
Senior Engineer
Water Resources Manager

*Director of Finance
*Project Manager
*Water Conservation Coordinator
*Water Quality Manager

*Authorized positions not funded at this time.

Staff Reports

Marina Coast Water District
Staff Report

Agenda Item: 12-A

Meeting Date: August 17, 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:

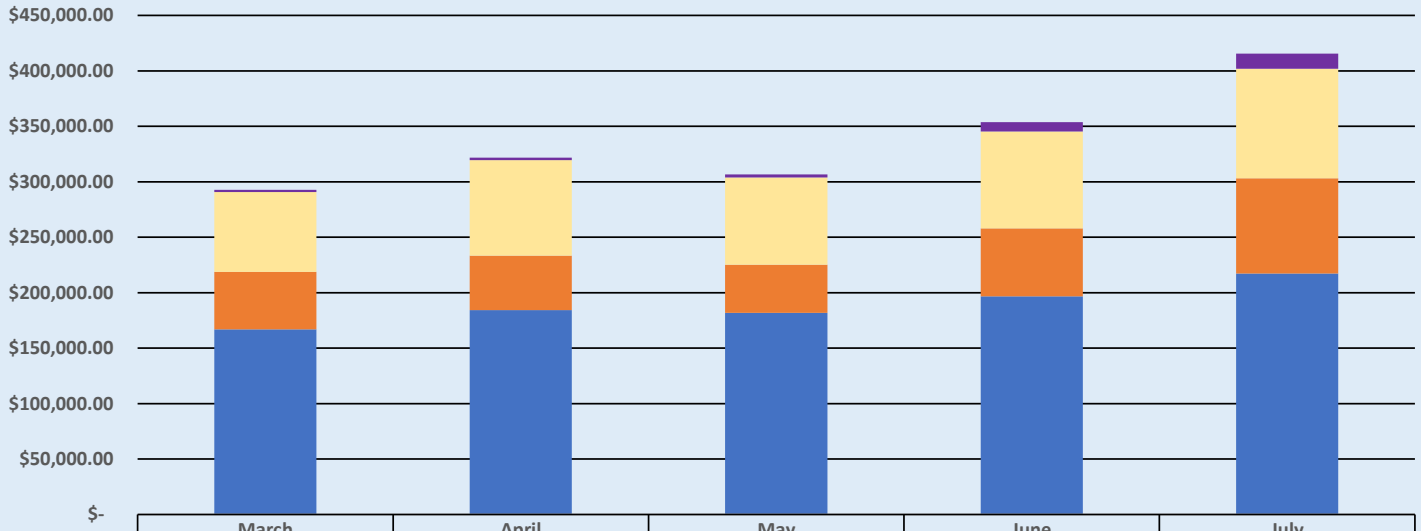
- Monthly revenues for the months during the pandemic
- Customer accounts aging information including changes from month to month
- Monthly customer payments comparison for the months March through July of 2019 and 2020

Water residential revenue for both Central Marina and the Ord Community have steadily increased while business and government revenue decreased during the months of the pandemic but have rebounded somewhat in June and July.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic \$94,116 and \$160,752 respectively. Central Marina's increase in large part is attributable to a few multi-residential accounts, however in the case of the Ord Community; there are contributing factors other than COVID-19 which may have caused the increases such the annual rate increases and a growing customer base.

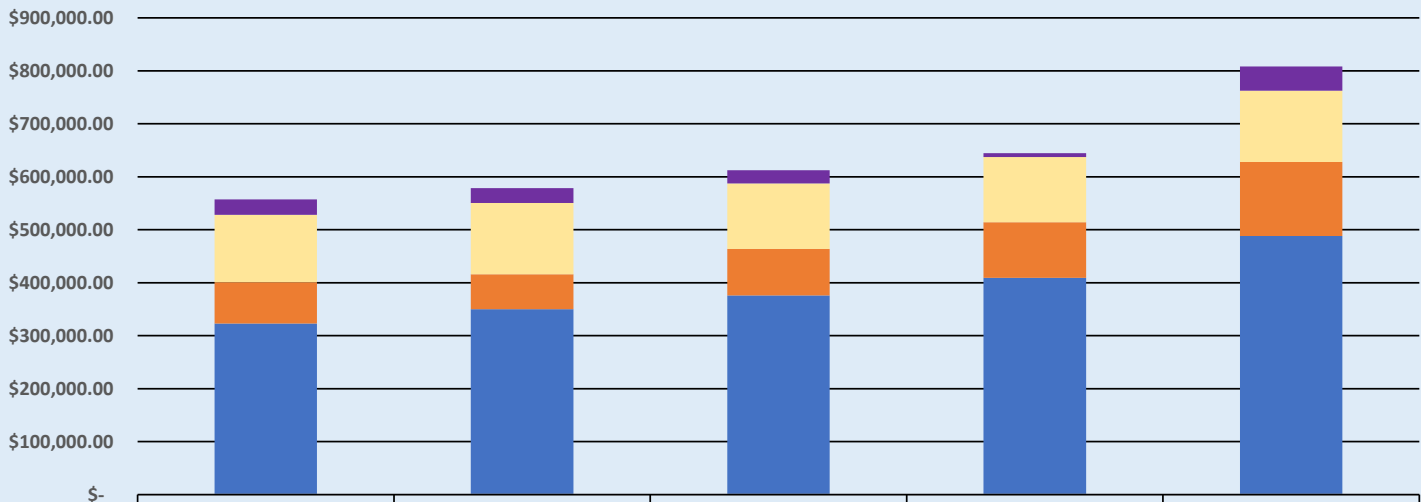
Customer payments in Central Marina have decreased in 2020 from 2019 for the months of March through July \$96,350 which, for the most part, can be attributed to COVID-19. The Ord Community's customer payments have actually increased approximately \$135,000 during the pandemic.

Central Marina Water Revenues March 1, 2020 - July 31, 2020



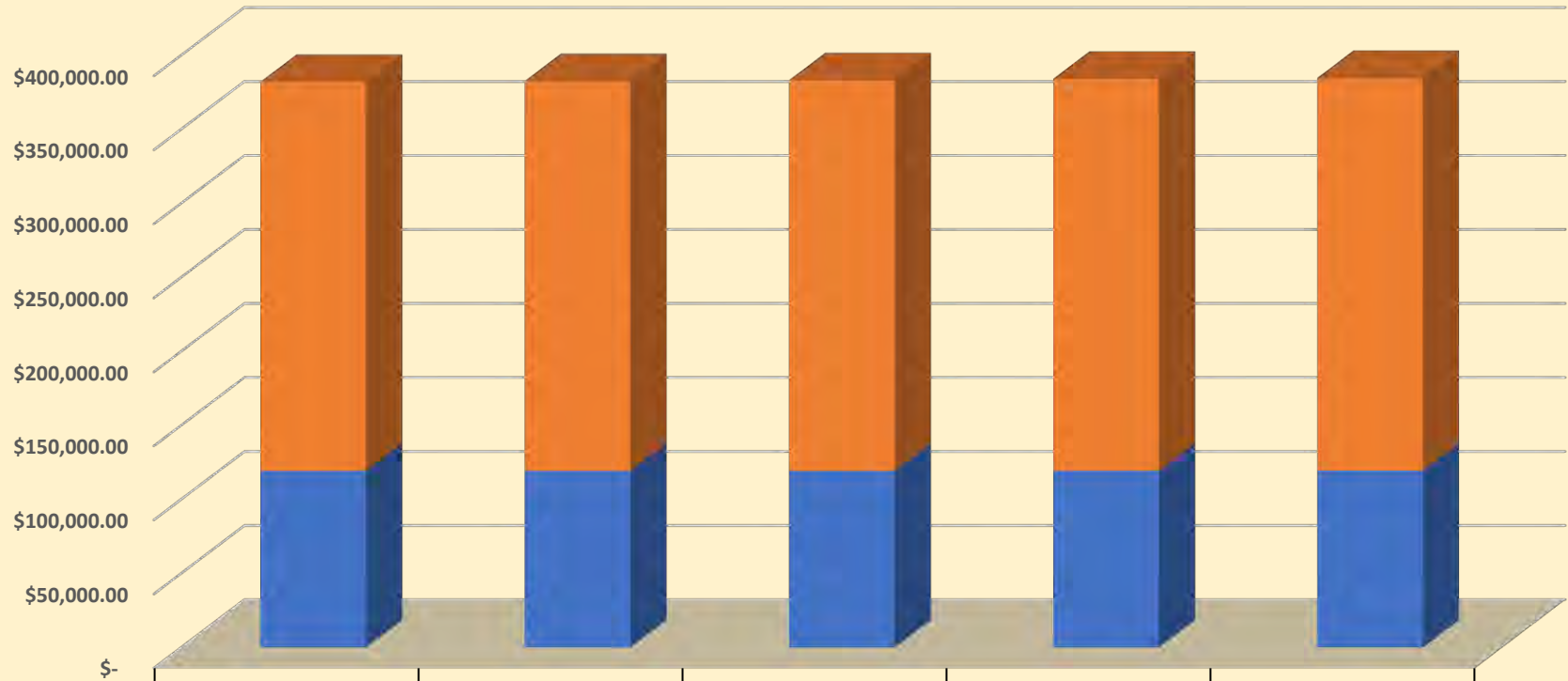
	March	April	May	June	July
Government	\$2,082.69	\$2,199.53	\$2,681.08	\$8,375.25	\$13,586.13
Multiples	\$71,831.26	\$86,182.79	\$78,597.85	\$87,366.97	\$98,755.54
Business	\$51,839.34	\$49,101.90	\$43,414.04	\$61,302.08	\$86,073.91
Residential	\$166,956.53	\$184,263.74	\$181,864.34	\$196,780.25	\$217,199.72

Ord Community Water Revenues March 1, 2020 - July 31, 2020



	March	April	May	June	July
Government	\$28,705.32	\$28,205.14	\$24,812.12	\$7,117.78	\$45,626.05
Multiples	\$127,466.37	\$134,402.07	\$123,469.80	\$123,338.62	\$134,837.97
Business	\$77,760.83	\$66,012.14	\$88,048.44	\$104,917.17	\$139,750.23
Residential	\$323,154.92	\$350,068.79	\$375,972.19	\$409,233.62	\$488,106.15

MCWD Sewer Revenues March 1, 2020 - July 31, 2020



	March	April	May	June	July
Ord Community	\$262,703.22	\$263,249.79	\$263,784.70	\$264,722.86	\$265,196.21
Central Marina	\$119,282.65	\$119,288.17	\$119,282.33	\$119,345.10	\$119,476.65

**MARINA COAST WATER DISTRICT
CUSTOMER ACCOUNTS AGING REPORT
March 9, 2020 - August 9, 2020**

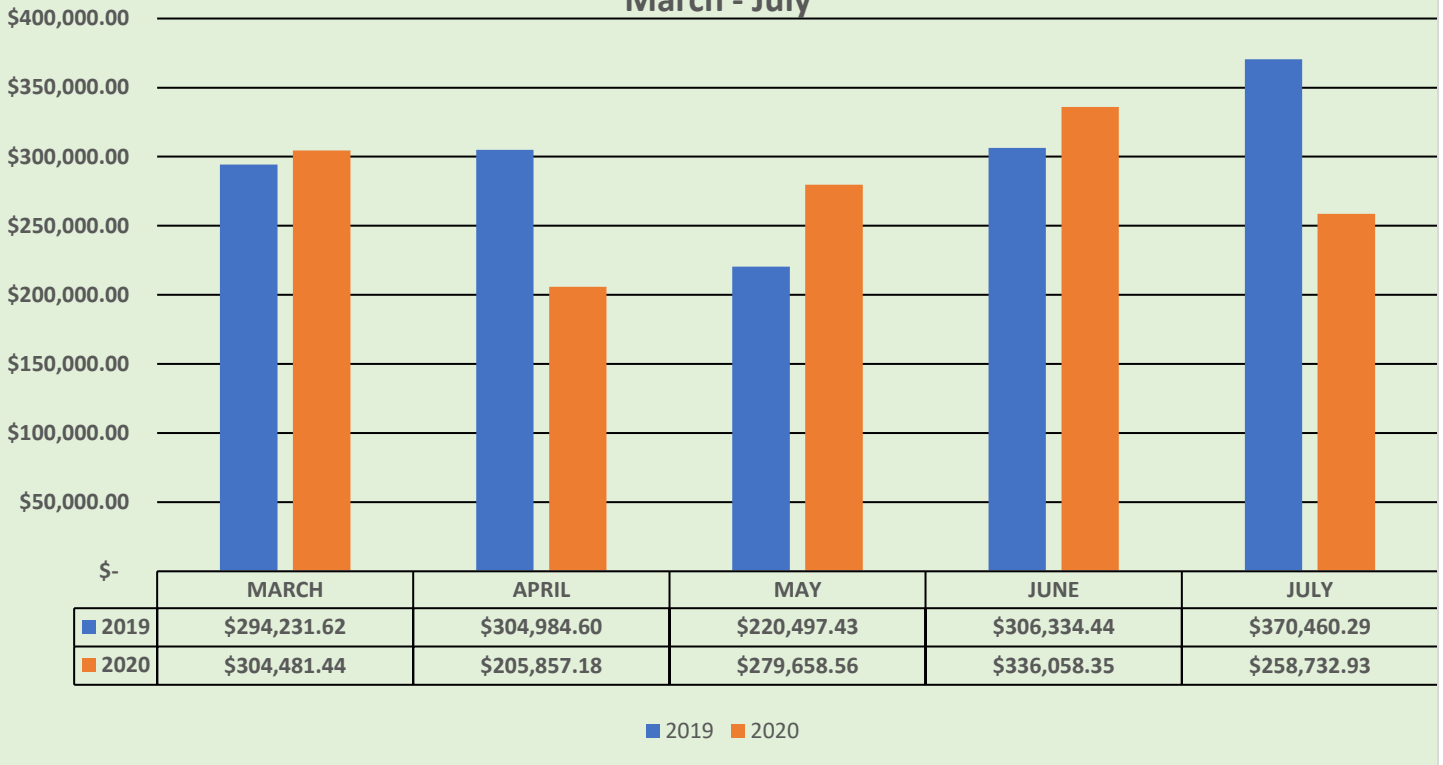
Central Marina

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
7/9/2020	\$ 43,632.74	\$ 22,222.86	\$ 15,085.37	\$ 32,877.48	\$ 113,818.45
8/9/2020	\$ 45,054.24	\$ 29,946.55	\$ 18,451.47	\$ 45,986.88	\$ 139,439.14
April Change	\$ (2,498.57)	\$ 14,305.68	\$ 1,203.68	\$ 3,936.34	\$ 16,947.13
%	-7%	369%	28%	244%	37%
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
%	38%	26%	-9%	144%	37%
July Change	\$ 3,705.26	\$ (3,751.55)	\$ (769.81)	\$ 10,712.47	\$ 9,896.37
%	9%	-14%	-5%	48%	10%
August Change	\$ 1,421.50	\$ 7,723.69	\$ 3,366.10	\$ 13,109.40	\$ 25,620.69
%	3%	35%	22%	40%	23%

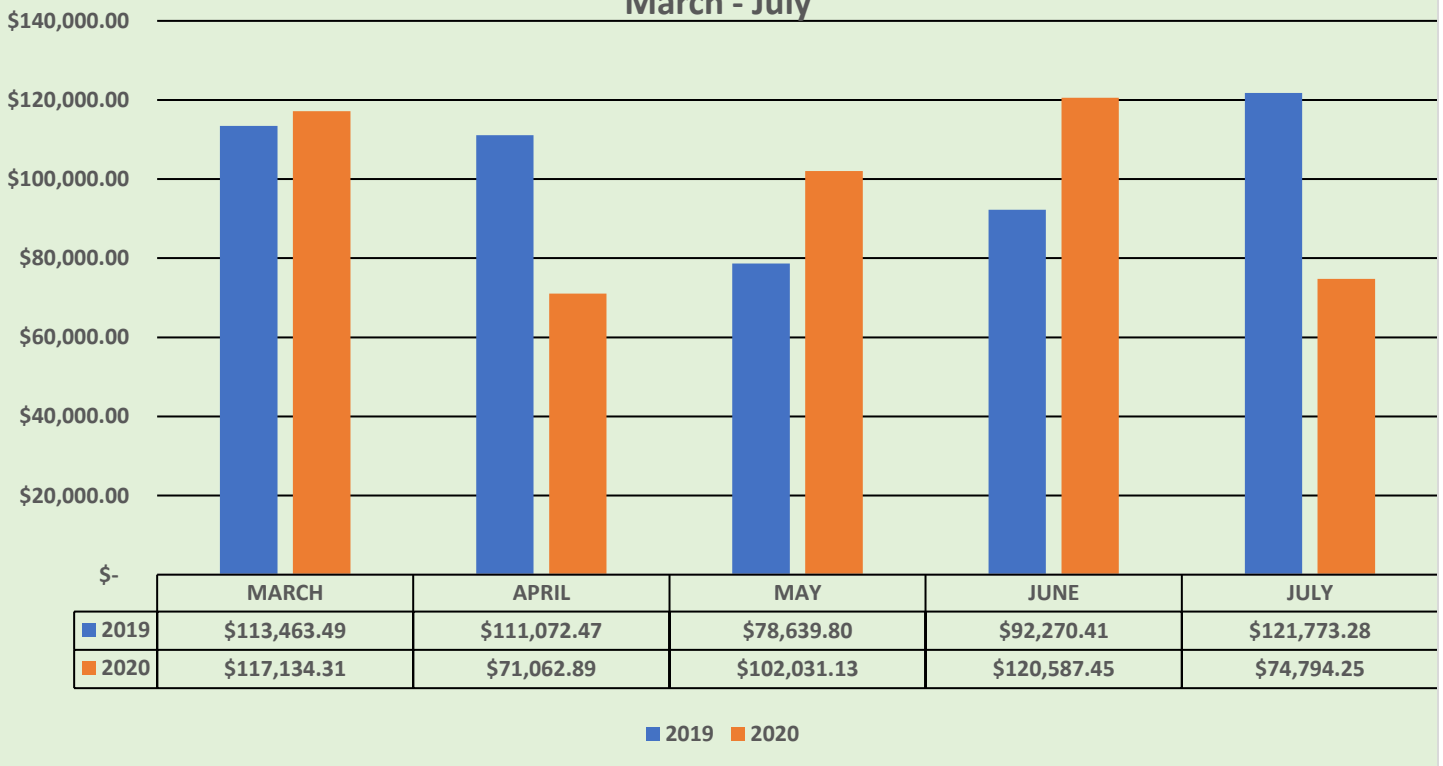
Ord Community

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
7/9/2020	\$ 73,155.37	\$ 36,455.57	\$ 22,504.91	\$ 846,761.28	\$ 978,877.13
8/9/2020	\$ 110,662.92	\$ 39,168.25	\$ 30,354.44	\$ 861,384.93	\$ 1,041,570.54
April Change	\$ 105,029.65	\$ (2,013.68)	\$ 6,605.08	\$ 26,938.88	\$ 136,559.93
%	135%	-5%	24%	4%	16%
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
%	152%	-28%	42%	3%	15%
July Change	\$ (131,322.10)	\$ (201.93)	\$ (17,753.70)	\$ 27,168.92	\$ (122,108.81)
%	-64%	-1%	-44%	3%	-11%
August	\$ 37,507.55	\$ 2,712.68	\$ 7,849.53	\$ 14,623.65	\$ 62,693.41
%	51%	7%	35%	2%	6%

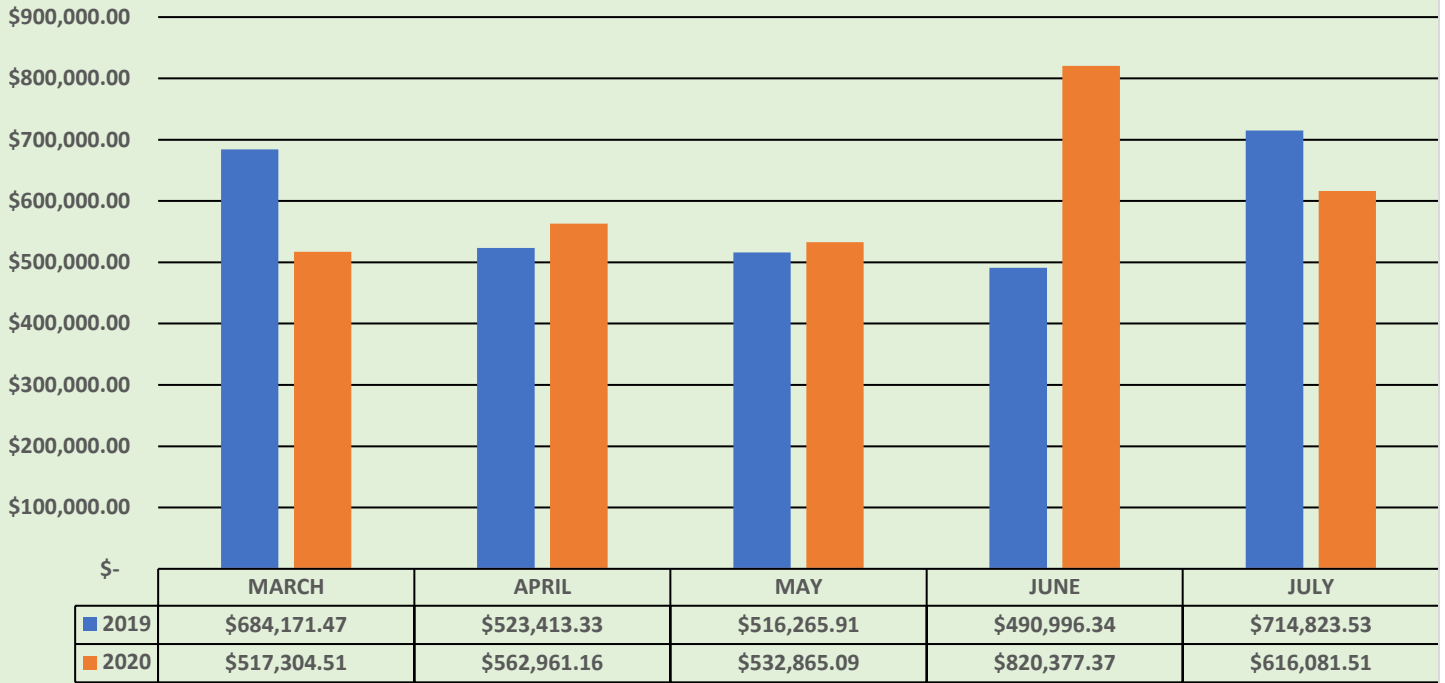
Central Marina Monthly Water Customer Payments March - July



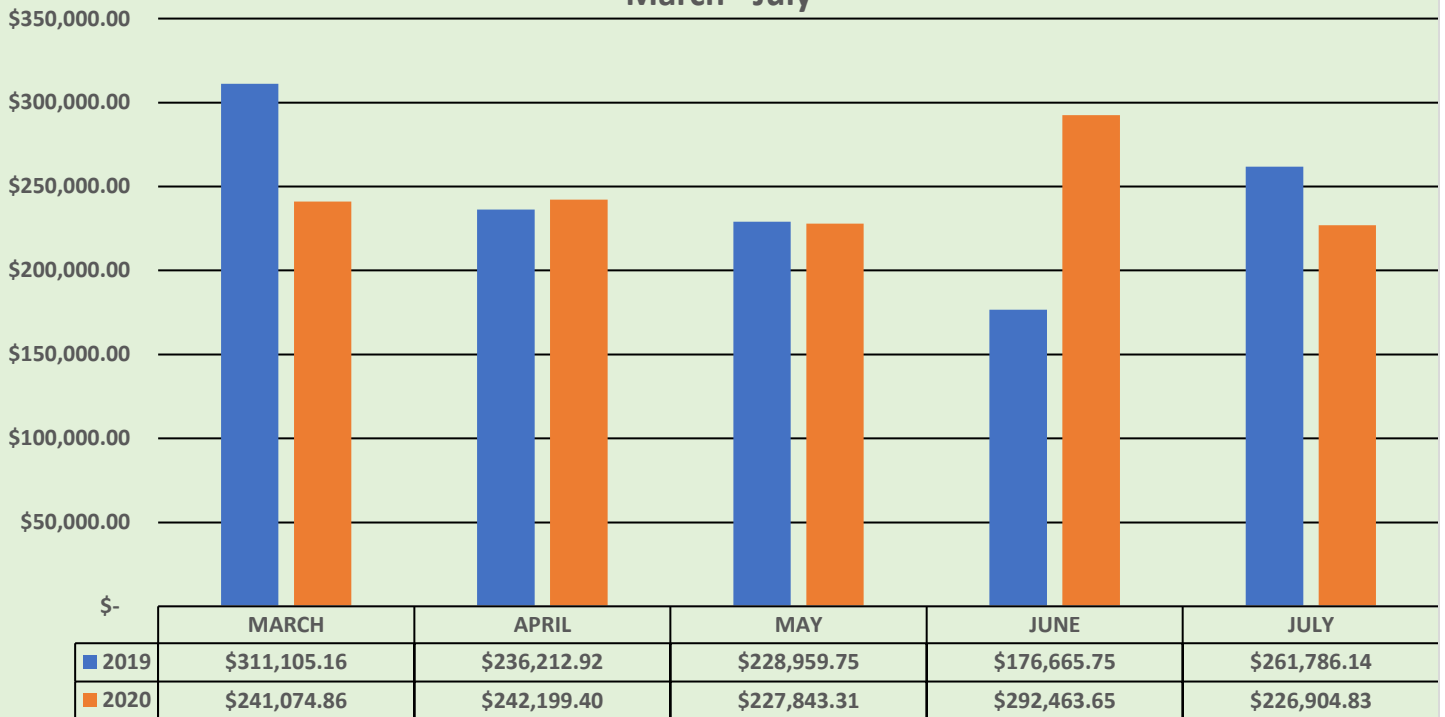
Central Marina Monthly Sewer Customer Payments March - July



Ord Community Monthly Water Customer Payments March - July



Ord Community Monthly Sewer Customer Payments March - July



Marina Coast Water District
Staff Report

Agenda Item: 12-B

Meeting Date: August 17, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: To 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: 12-C

Meeting Date: August 17, 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: 12-D

Meeting Date: August 17, 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	TACIT AGREEMENT BY DEVELOPER TO MAKE SOME PAYMENT UPON START-UP OF NEXT DEVELOPMENT PHASE WITH THIS ACCOUNT	- 17,595.64	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: 12-E

Meeting Date: August 17, 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

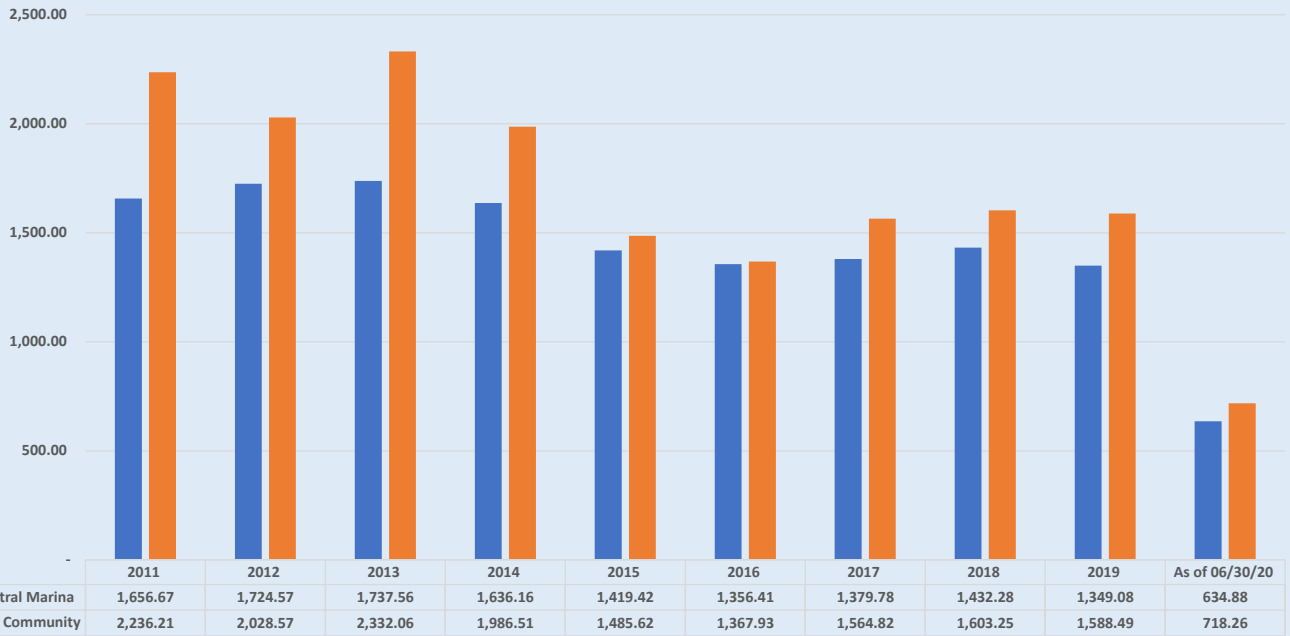
Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2011..2020; Subdivision = *

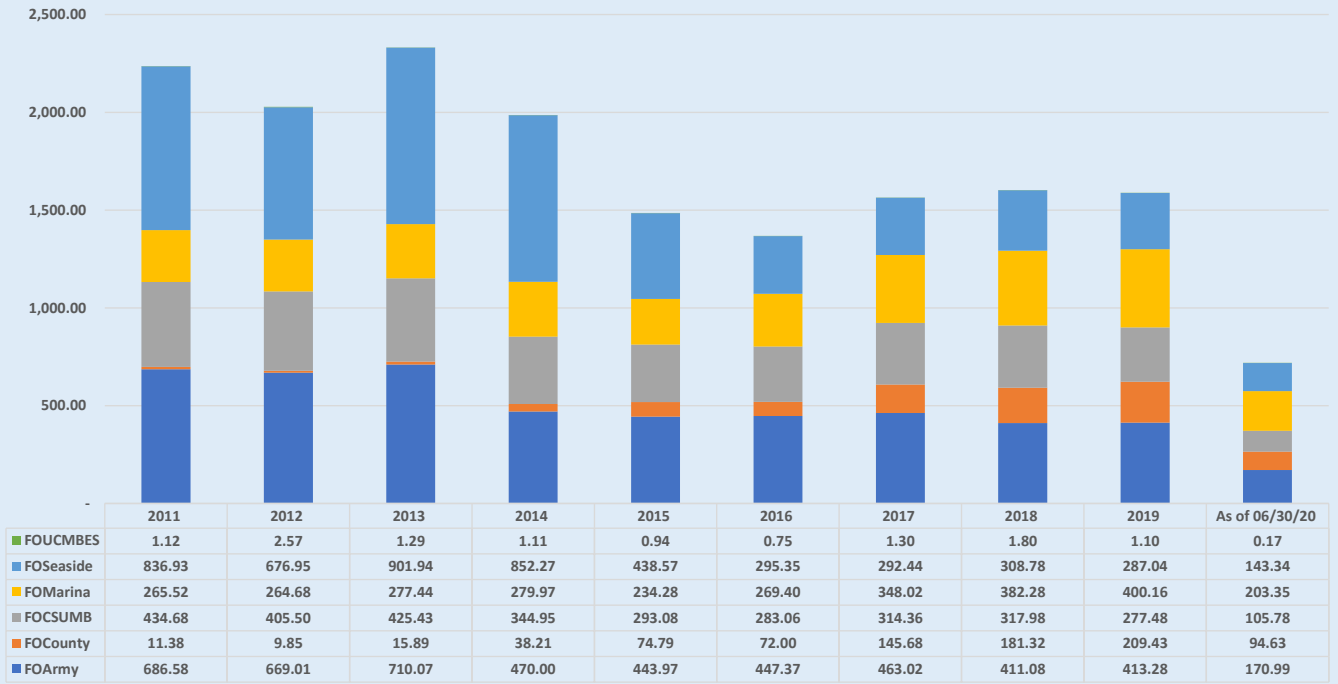
Subdivision	2011 Consumption	2012 Consumption	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	As of 06/30/2020 2020 Consumption	Water Allocation	6 months Water Allocation	% of Allocation Used
Boundary: FOUCMBES													
UCMBest	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: 12-F

Meeting Date: August 17, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: 2020 Sewer Flow Report for Quarter Ended June 30, 2020

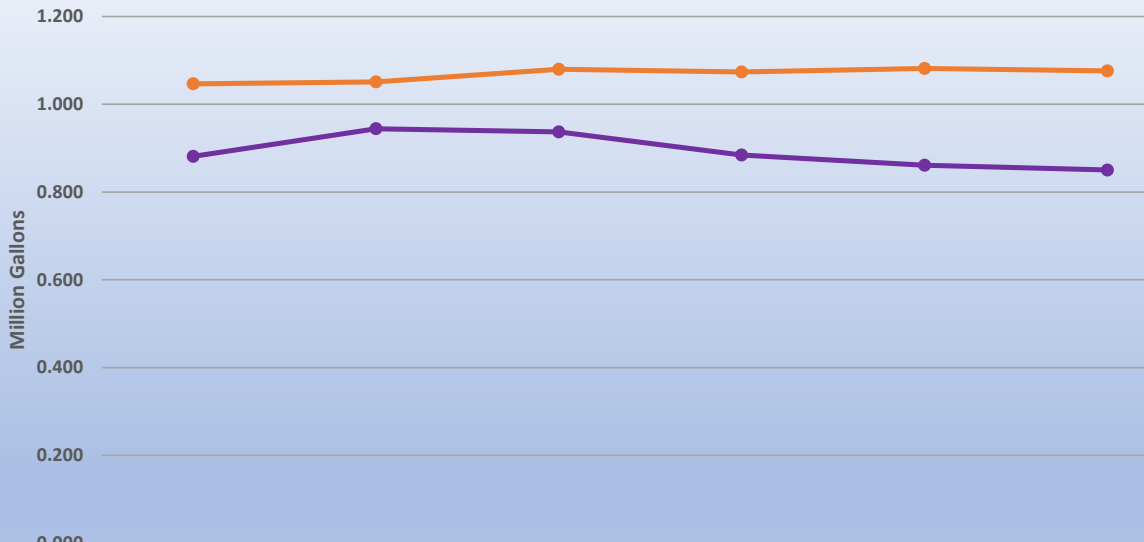
Summary: The Board is requested to receive the 2020 Sewer Flow Report for the 2nd quarter of 2020 ended June 30, 2020. This staff report includes tracking information on sewer flows through the Monterey One Water Agency's (M1W) Fort Ord and Marina pump stations.

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.

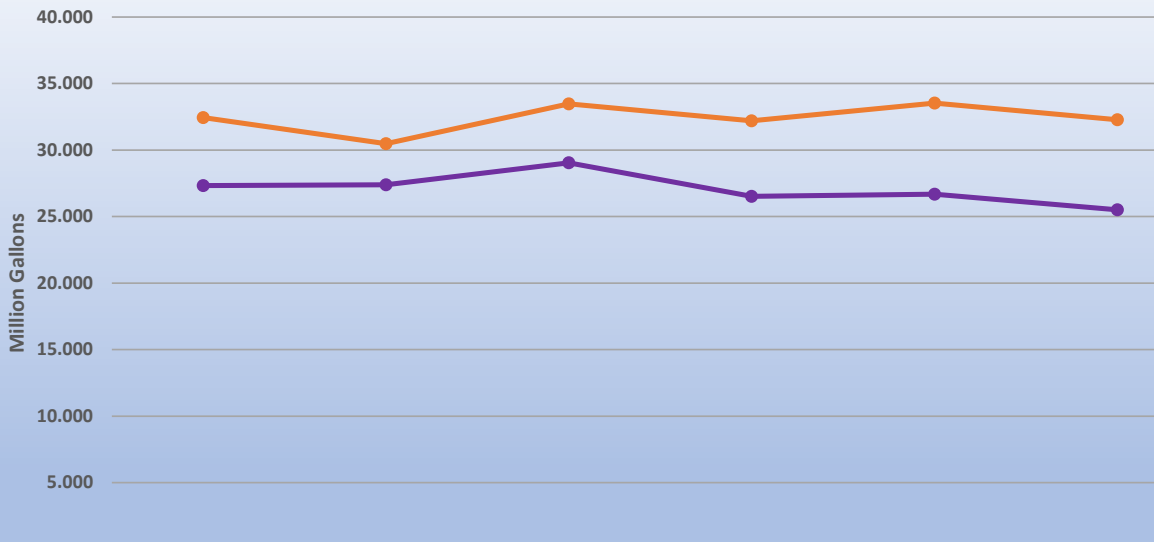
This staff report also includes charts for January – June 2020 average daily flows and total flows by month.

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: 12-G

Meeting Date: August 17, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

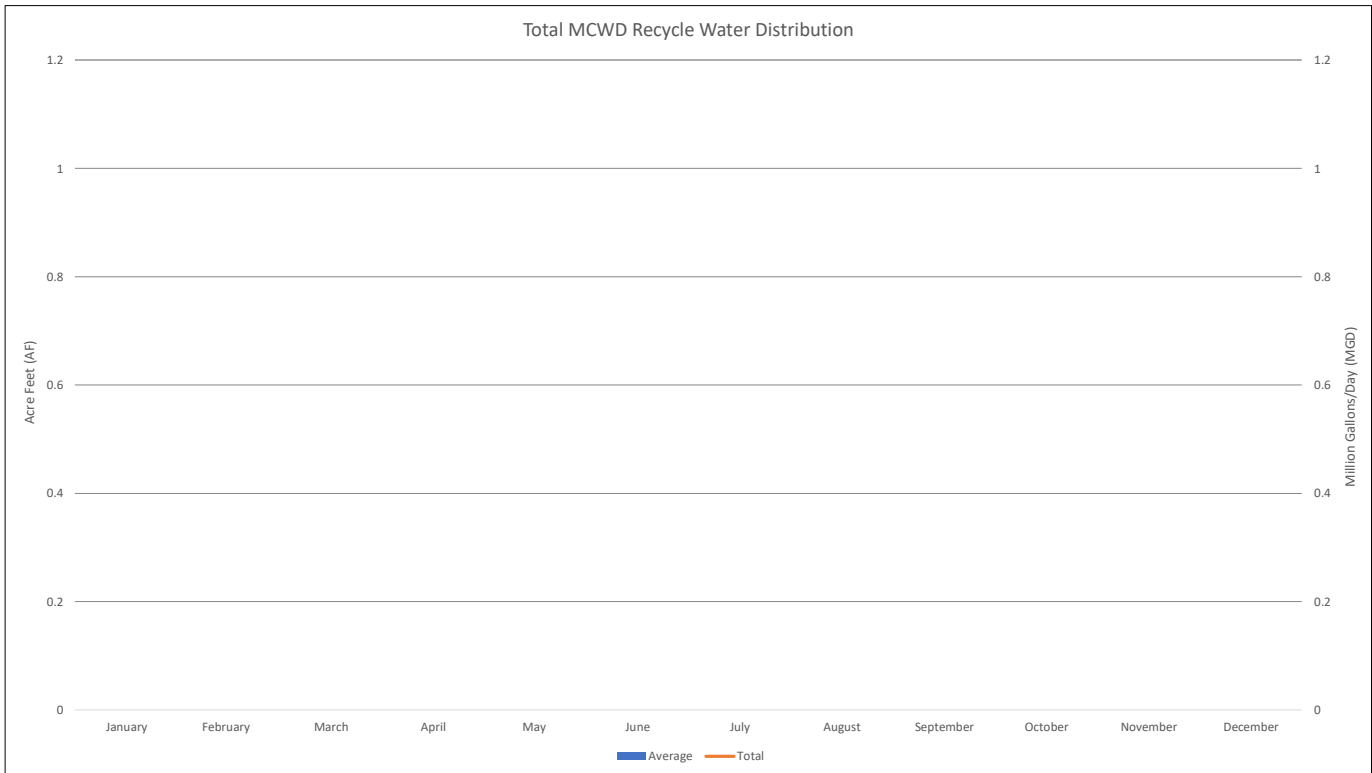
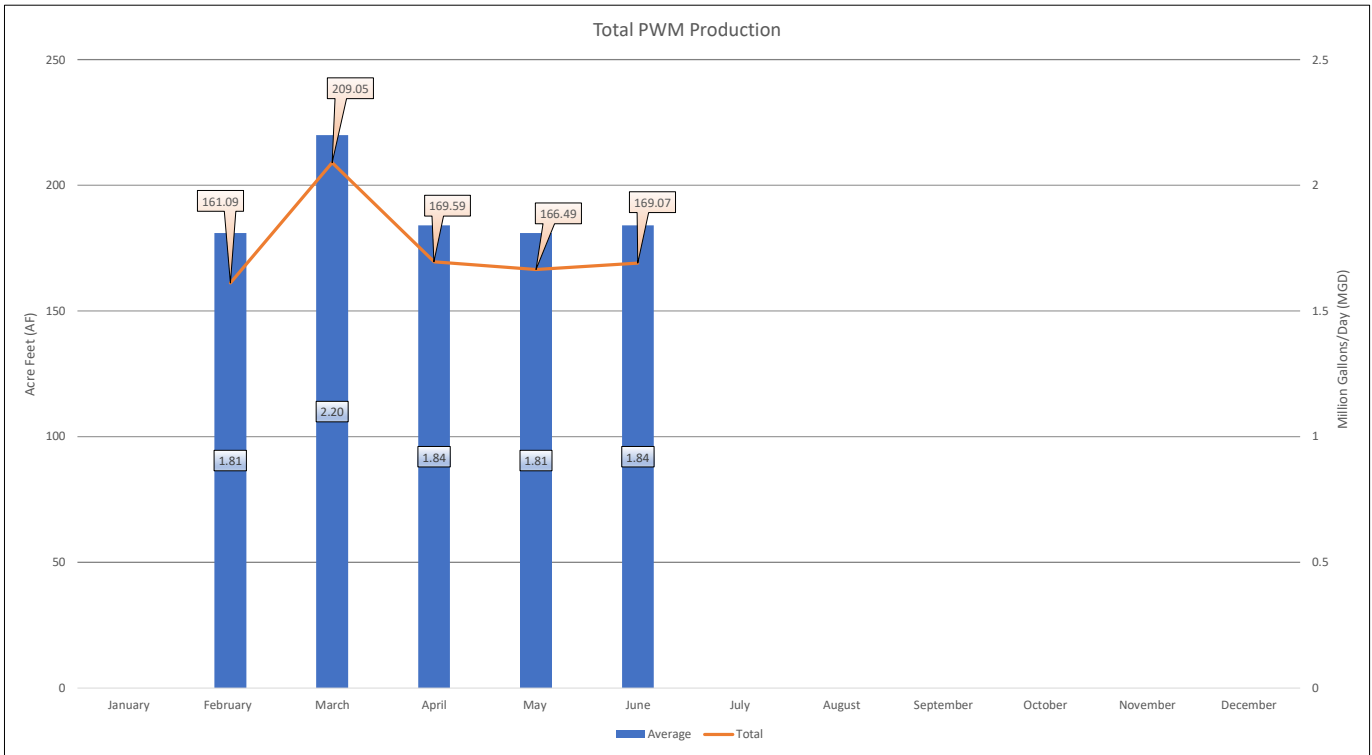
Agenda Title: 2020 Pure Water Monterey and MCWD Recycle Water Flows through June 30, 2020

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 with this staff report are charts for January 2020– June 2020 average and total flows per month.



Marina Coast Water District
Staff Report

Agenda Item: 12-H

Meeting Date: August 17, 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 with this staff report are charts for January 2020 through June 2020, average and total flows per month in Acre Feet.

