



# MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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

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## DIRECTORS

THOMAS P. MOORE  
*President*

JAN SHRINER  
*Vice President*

HERBERT CORTEZ  
PETER LE  
MATT ZEFFERMAN

## Agenda

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

**and**

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

Monday, November 16, 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 November 16, 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](mailto:priso@mcwd.org) by 9:00 am on Monday, November 16, 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/87099596662?pwd=eG9lMTI1VFJnT3c5Slhmeig1UldsQT09>

Password: 529974

To participate via phone, please call: 1-669-900-9128; Meeting ID: 870 9959 6662 Password: 529974

***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 4<sup>th</sup> 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, November 12, 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 Section 54956.9 and paragraph (4) of Subdivision (d) of Government Code Section 54956.9- one case
- Conference with Legal Counsel – Existing Litigation and Anticipated Litigation  
Name of Case: California-American Water Company v. All Persons Interested..., Complaint for Reverse Validation, Monterey County Superior Court Case No. 20CV002436, and Marina Coast Water District's consideration of joining that case

#### 7:00 p.m. Reconvene Open Session

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

#### 6. Pledge of Allegiance

**7. Oral Communications** *Anyone wishing to address the Board on matters not appearing on the Agenda may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board.*

**8. Presentation**

- A. [Consider Adoption of Resolution No. 2020-62 to Proclaim the Marina Coast Water District's 60<sup>th</sup> Anniversary](#)  
(Page 1)

**9. Consent Calendar**

- A. [Receive and File the Check Register for the Month of September 2020](#)  
(Page 5)
- B. [Receive and File the Check Register for the Month of October 2020](#)  
(Page 12)
- C. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of September 21, 2020](#)  
(Page 18)
- D. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of November 4, 2020](#)  
(Page 27)
- E. [Consider Adoption of Resolution No. 2020-63 to Ratify the Emergency 30" Sewer Repair Located Near the Ord Wastewater Facility](#)  
(Page 31)

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

- A. [Consider Adoption of Resolution No. 2020-64 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Marina Developers, LLC for the Sea Haven Phase 3B Development Project](#)  
(Page 35)
- B. [Consider Adoption of Resolution No. 2020-65 to Approve a Professional Services Agreement with The Paul Davis Partnership for Architectural Services for Tenant Improvements at 920 Second Avenue](#)  
(Page 77)
- C. [Consider Referring the Hiring of Interim General Manager to an Ad Hoc Committee](#)  
(Page 84)

**11. Staff Reports**

- A. [Receive an Update on the Fiscal Impacts to the District due to Covid-19](#)  
(Page 87)
- B. [Receive a Report on Current Capital Improvement Projects](#)  
(Page 93)
- C. [Receive the 3rd Quarter 2020 MCWD Water Consumption Report](#)  
(Page 97)
- D. [Receive the 3rd Quarter 2020 Sewer Flow Report](#)  
(Page 103)
- E. [Receive a Report on 2020 Pure Water Monterey and MCWD Recycled Water Flows through September 30, 2020](#)  
(Page 105)
- F. [Receive a Report on 2020 Potable Water Production through September 30, 2020](#)  
(Page 107)

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

- A. General Manager's Report
- B. Counsel's Report
- C. Committee and Board Liaison Reports
  - 1. Water Conservation Commission
  - 2. Joint City-District Committee
  - 3. Executive Committee
  - 4. Community Outreach Committee
  - 5. Budget and Personnel Committee
  - 6. M1W Board Member Liaison
  - 7. LAFCO Liaison
  - 8. JPIA Liaison
  - 9. Special Districts Association

**13. Correspondence**

**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, December 14, 2020, 6:30 p.m.*



Marina Coast Water District  
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: November 16, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-62 to Proclaim the Marina Coast Water District's 60<sup>th</sup> Anniversary

Staff Recommendation: The Board of Directors adopt Resolution No. 2020-62 to Proclaim the Marina Coast Water District's 60<sup>th</sup> Anniversary.

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

Discussion/Analysis: The Marina County Water District was incorporated on March 17, 1960 following an election with 235 votes in favor of, and 75 votes against the formation. The first Board of Directors were George Edward Boutonnet, Augusta J. Briley, Raymond S. Isakson, William Williams, and Robert Workman.

In 1994, the Marina County Water District changed its name to Marina Coast Water District. With the acquisition of the former Fort Ord water and sewer infrastructure and water rights in 2001, and the annexation of the Ord Community in 2019, the District more than doubled its size.

The District has, and will continue, to provide quality water and wastewater services and be a leader in water conservation. Always looking to the future for new water supplies, the District authorized Airborne Electromagnetic Surveys to proactively investigate the distribution of salt and freshwater in the underlying aquifers, and is the exclusive Groundwater Sustainability Agency in the Monterey Subbasin and the 180/400 Subbasin. The District anticipates water sustainability through the use of groundwater and the recharge of potable recycled water.

In our 60th year, we will continue to honor our past, celebrate our present and embrace our future.

Environmental Review Compliance: None required.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2020-62.

Action Required: \_\_\_\_\_Resolution      X  Motion    \_\_\_\_\_Review  
(Roll call vote is required.)

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Board Action

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

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

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

November 16, 2020

Resolution No. 2020 - 62  
Resolution of the Board of Directors  
Marina Coast Water District  
Proclaiming the District's 60<sup>th</sup> Anniversary

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on November 16, 2020 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, the Marina County Water District was incorporated on March 17, 1960 and changed its name to Marina Coast Water District in 1994; and,

WHEREAS, with the acquisition of the former Fort Ord water and sewer infrastructure and water rights in 2001, and the annexation of the Ord Community in 2019, the District more than doubled its size; and,

WHEREAS, the District authorized Airborne Electromagnetic Surveys to proactively investigate the distribution of salt and freshwater in the underlying aquifers, and is the exclusive Groundwater Sustainability Agency in the Monterey Subbasin and the 180/400 Subbasin; and,

WHEREAS, the District has, and will persevere, to provide quality water and wastewater services and be a leader in water conservation; and,

WHEREAS, the District will continue to honor our past, celebrate our present and embrace our future.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby proclaim the District's 60<sup>th</sup> Anniversary.

PASSED AND ADOPTED on November 16, 2020 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-62 adopted November 16, 2020.

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Keith Van Der Maaten, Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9

Meeting Date: November 16, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Consent Calendar

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

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of September 2020
- B) Receive and File the Check Register for the Month of October 2020
- C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of September 21, 2020
- D) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of November 4, 2020
- E) Consider Adoption of Resolution No. 2020-63 to Ratify the Emergency 30” Sewer Repair Located Near the Ord Wastewater Facility

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 September 2020; Check Register for October 2020; draft minutes of September 21, 2020; draft minutes of November 4, 2020; and, Resolution No. 2020-63.

Action Required: \_\_\_\_\_Resolution      X   Motion    \_\_\_\_\_Review  
(Roll call vote is required.)

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Board Action

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

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

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

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-A

Meeting Date: November 16, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

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

Staff Recommendation: The Board of Directors receive and file the September 2020 expenditures totaling \$1,900,881.13.

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 September 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: September 2020 Summary Check Register.

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

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Board Action

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

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

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

## SEPTEMBER 2020 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
09/09/2020	Wire	Friedman & Springwater LLP	57,810.00
09/09/2020	69572-69639	Check Register	780,505.87
09/22/2020	69640-69712	Check Register	529,491.77
09/28/2020	69713	Check Register	50,034.80
09/04/2020	ACH	CalPERS	25,951.35
09/04/2020	ACH	Internal Revenue Service	44,539.43
09/04/2020	ACH	MassMutual Retirement Services, LLC	10,096.36
09/04/2020	ACH	State of California - EDD	9,519.34
09/04/2020	500878-500880	Payroll Checks and Direct Deposit	106,568.81
09/04/2020	500881-500882	Check Register	1,482.27
09/09/2020	ACH	CalPERS	700.00
09/09/2020	500883-500891	Check Register	4,523.63
09/18/2020	ACH	CalPERS	25,507.74
09/18/2020	ACH	Internal Revenue Service	43,185.15
09/18/2020	ACH	MassMutual Retirement Services, LLC	10,332.26
09/18/2020	ACH	State of California - EDD	9,318.05
09/18/2020	500892-500894	Payroll Checks and Direct Deposit	108,182.62
09/18/2020	500895	Check Register	616.27
09/23/2020	500896-500909	Check Register	82,515.41
<b>TOTAL DISBURSEMENTS</b>			<b><u>1,900,881.13</u></b>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
Wire	08/04/2020	09/09/2020	Friedman & Springwater LLP	Legal Fees - MCWD v CPUC, RPD Superior Court Damages Cases, CEMEX Litigation 07/2020	57,810.00
69572	08/28/2020	09/09/2020	Insight Planners	Web Development/ Maintenance and Hosting 08/2020	1,209.00
69573	07/28/2020	09/09/2020	Home Depot Credit Services	General Supplies	432.67
69574	08/17/2020	09/09/2020	Grainger	General Supplies	57.30
69575	08/25/2020	09/09/2020	Area Communications	Answering Service 07/29 - 08/25	144.76
69576	07/31/2020	09/09/2020	Schaaf & Wheeler	Design Phase - A1/A2 Tanks B/C, Report for Army NEPA Process - Ord Village LS/ Force Main, Developers (Lower Stilwell, Wathen-Castanos Homes), General Services	27,082.82
69577	08/14/2020	09/09/2020	Underground Service Alert	2019/ 2020 USA Annual Ticket Fees	980.20
69578	08/19/2020	09/09/2020	Hopkins Technical Products, Inc.	Pump Rebuild Kits	1,186.42
69579	08/25/2020	09/09/2020	Monterey Bay Analytical Services	Laboratory Testing	930.00
69580	07/29/2020	09/09/2020	Monterey County Auditor-Controller	LAFCO Administrative Charges FY 2021	24,396.00
69581	08/18/2020	09/09/2020	Verizon Wireless	Cell Phone Service 08/2020	1,607.30
69582	08/11/2020	09/09/2020	Harris & Associates	Construction Support - Inter-Garrison Road Pipeline, Inspection Services - RUWAP Distribution, Pre-Construction Plan Review/Submittal/ RFI Review - Imjin LS, Developers (CSUMB Student Union, East Garrison, Lower Stilwell Demolition, Seaside Senior Living, Wathen-Castanos Homes), General Services	50,722.55
69583	08/21/2020	09/09/2020	Federal Express	Shipping Charges	29.30
69584	08/22/2020	09/09/2020	NEC Financial Services, Inc.	Phone Equipment Lease 08/2020	335.76
69585	08/14/2020	09/09/2020	Carollo Engineers, Inc.	Construction Meetings, Submittal Review, RFI's - RUWAP	28,977.00
69586	08/17/2020	09/09/2020	Pitney Bowes, Inc. (Supplies)	General Supplies	130.00
69587	08/26/2020	09/09/2020	SWRCB	ELAP Lab Accreditation Renewal	3,289.00
69588	08/11/2020	09/09/2020	Fastenal Industrial & Construction Supplies	Janitorial Supplies	156.84
69589	07/31/2020	09/09/2020	The Paul Davis Partnership, LLP	Conceptual Design Phase - IOP	1,180.00
69590	08/28/2020	09/09/2020	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	234.52
69591	07/30/2020	09/09/2020	Calcon Systems, Inc.	PLC Troubleshooting/ Replacement - Promontory LS, Spare PLC	4,812.70
69592	08/24/2020	09/09/2020	Daiohs USA	Coffee Supplies	189.07
69593	08/24/2020	09/09/2020	National Auto Fleet Group	2020 Ford F550 Dump Truck	78,295.78
69594	07/31/2020	09/09/2020	ECAM Secure	Monthly Security Fees - Ord Waste Water Treatment Facility	1,218.50
69595	08/19/2020	09/09/2020	Green Rubber-Kennedy AG, LP	Bushings, Fittings, SS Ball Valves, General Supplies	1,560.16
69596	08/18/2020	09/09/2020	Della Mora Heating Sheet Metal & Air Conditioning	AC Unit Service/ Pump Motor Replacement - Beach Office	2,274.50
69597	08/27/2020	09/09/2020	Marina Tire & Auto Repair	Rear Brake Pads and Rotors/ Oil Change - Vehicle #1702, Tire Replacement/ Oil Change - Meter Reader Truck #1239, Oil Change - Meter Reader Truck #1238	1,303.61
69598	08/20/2020	09/09/2020	Conservation Rebate Program	123 Cypress Grove Ct - (2) Toilet Rebates	400.00
69599	08/20/2020	09/09/2020	Conservation Rebate Program	425 Reindollar Ave - Toilet Rebate	200.00
69600	08/20/2020	09/09/2020	Conservation Rebate Program	1022 Scott Ct - Washer Rebate	150.00
69601	08/10/2020	09/09/2020	Richards, Watson & Gershon	Legal Fees - Opp to Cal Am Asserted Water Rights to CEMEX Prop, Regional Project Litigation 07/2020	47,273.38
69602	08/24/2020	09/09/2020	Conservation Rebate Program	3007 King Cir - Washer Rebate	150.00
69603	09/01/2020	09/09/2020	Conservation Rebate Program	21623 Ord Ave - Washer Rebate	100.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69604	08/11/2020	09/09/2020	Stradling Yocca Carlson & Rauth	First Amendment to BBVA Loan Agreement	8,000.00
69605	08/31/2020	09/09/2020	Century Communities	Temporary Irrigation Reimbursement - Bluff Greenway Trail, West Camp Street	221,877.00
69606	08/14/2020	09/09/2020	Remy Moose Manley, LLP	Legal Fees - CPUC, H2O 07/2020	96,715.71
69607	09/01/2020	09/09/2020	Monterey Bay Technologies, Inc.	(4) Dell Optiplex 7080 Computers - Customer Service/ Accounting , StorageCraft Cloud Backup for Disaster Recovery - Finance/ Laserfiche, IT Support Services 09/2020	14,863.15
69608	08/20/2020	09/09/2020	ICONIX Waterworks (US), Inc.	Waterworks Supplies	2,328.40
69609	09/01/2020	09/09/2020	Department of Motor Vehicles	Replacement License Plate Fee - Vehicle #1301	22.00
69610	08/07/2020	09/09/2020	Griffith, Masuda & Hobbs	Legal Fees - Armstrong Ranch, Bay View Mobile Home Park, CSUMB, FORA, GSA (City of Marina vs CEMEX, Local Coastal Development Permit, Monterey Subbasin, PWM Expansion/ Project), Developer (Wathen-Castanos Homes), General Matters 07/2020	33,355.00
69611	08/20/2020	09/09/2020	Access Monterey Peninsula, Inc.	Filming and Production 08/2020	460.00
69612	08/05/2020	09/09/2020	Aleshire & Wynder, LLP	Legal Fees - Opinion for Bay View Community vs. MCWD 07/2020	38,756.21
69613	08/31/2020	09/09/2020	Peninsula Messenger LLC	Courier Service 09/2020	162.00
69614	08/28/2020	09/09/2020	AT&T	Phone and Alarm Line Services 08/2020	211.21
69615	09/01/2020	09/09/2020	Pure Janitorial, LLC	BLM Janitorial Services 08/2020	2,038.29
69616	08/18/2020	09/09/2020	EKI Environment & Water, Inc.	Groundwater Planning Sustainability Study	66,445.08
69617	07/31/2020	09/09/2020	Monterey Bay Air Resources District	Permit Fees for Gensets	11,250.00
69618	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - Hydrant Meter	364.58
69619	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 192 Lillian Pl	56.45
69620	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 19030 Schofield Ln	35.00
69621	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 2715 3rd Ave	35.00
69622	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 3017 Bluffs Dr	11.31
69623	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 21215 Ord Ave	147.96
69624	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 3016 Vera Ln	4.45
69625	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 3023 Eddy St	88.10
69626	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 420 Reservation Rd #7	44.58
69627	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 420 Reservation Rd #4	44.58
69628	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 21211 Ord Ave	27.02
69629	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 5008 Telegraph Blvd	120.37
69630	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 595 Bluffs Dr	99.39
69631	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 3007 King Cir	116.20
69632	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 2606 Lighthouse Ln	10.50
69633	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 3016 Lexington Ct #104	30.74
69634	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - Hydrant Meter	1,643.41
69635	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 265 Grant St	7.75
69636	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 494 Jean Cir	18.12
69637	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 3133 Messinger Dr	64.16
69638	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 3323 Abdy Way	15.99
69639	08/24/2020	09/09/2020	Customer Service Refund	Refund Check - 21203 Ord Ave	27.02
69640	08/31/2020	09/22/2020	Ace Hardware of Watsonville, Inc.	General Supplies	1,671.26



Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69641	09/14/2020	09/22/2020	Carlons Fire Extinguisher	First Aid Supplies	231.06
69642	08/28/2020	09/22/2020	Denise Duffy & Associates, Inc.	Post-Construction Biological/Non-Biological Monitoring, Water Distribution Laterals Construction Compliance (CSUMB, Imjin/Bayonet, RUWAP)	9,670.65
69643	09/04/2020	09/22/2020	PG&E	Gas and Electric Service 08/2020	95,895.70
69644	08/28/2020	09/22/2020	Home Depot Credit Services	Paint Supplies, Lumber, Grinder, Tools, General Supplies	2,262.72
69645	08/28/2020	09/22/2020	Grainger	Tyvek Suits, General Supplies	3,734.41
69646	08/11/2020	09/22/2020	Monterey Peninsula Engineering	RUWAP Distribution System - Construction Pmt #1	255,917.92
69647	09/07/2020	09/22/2020	Pitney Bowes Purchase Power (Postage)	Postage Meter Refill	1,026.99
69648	08/31/2020	09/22/2020	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
69649	08/04/2020	09/22/2020	Valley Saw and Garden Equipment	(360) ft Flex Line, Flex Head, Filter Plate	226.86
69650	09/14/2020	09/22/2020	Monterey Bay Analytical Services	Laboratory Testing	990.00
69651	09/04/2020	09/22/2020	Staples Credit Plan	Office Supplies	238.46
69652	09/04/2020	09/22/2020	Orkin Franchise 925	BLM/ IOP Pest Control 09/2020	191.00
69653	09/10/2020	09/22/2020	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 09/2020	3,504.91
69654	09/01/2020	09/22/2020	HD Supply Facilities Maintenance LTD	3' Honda Trash Pump	1,626.69
69655	08/31/2020	09/22/2020	DataProse, LLC	Customer Billing Statements 08/2020	4,613.77
69656	09/01/2020	09/22/2020	American Messaging Services, LLC	Pager Service - O&M	58.70
69657	08/25/2020	09/22/2020	American Supply Company	Janitorial Supplies	351.83
69658	09/04/2020	09/22/2020	Val's Plumbing & Heating, Inc.	HVAC Repair - IOP	312.37
69659	08/28/2020	09/22/2020	McGrath Rent Corp.	Modular Office - Water Resources 09/2020	743.69
69660	08/28/2020	09/22/2020	Integrity Print & Design LLC	(5,000) Envelopes, (5,000) 20# White Final Bills	1,078.30
69661	09/17/2020	09/22/2020	Cavanaugh & Associates, P.A.	2019 AWWA Water Audit Level 1 Validation	2,500.00
69662	08/25/2020	09/22/2020	Univar Solutions USA, Inc.	(915) gals Chlorine - Intermediate Reservoir, Wells 10 and 11	1,961.05
69663	07/31/2020	09/22/2020	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
69664	09/17/2020	09/22/2020	LiquiVision Technology, Inc.	Water Tank Cleaning and Inspection - Intermediate Reservoir, Sand Tank, Reservoirs B, C, C2, D, Hoffman	24,274.60
69665	08/26/2020	09/22/2020	Sherwin-Williams Co.	Paint - Water Sites	186.03
69666	09/03/2020	09/22/2020	Griswold Industries	(3) Cla-Val Rebuilds	9,972.83
69667	08/24/2020	09/22/2020	Voyager Fleet Systems, Inc.	Fleet Gasoline	3,172.76
69668	09/09/2020	09/22/2020	Green Rubber-Kennedy AG, LP	SS Fittings - Reservoir 2, General Supplies	2,049.40
69669	09/07/2020	09/22/2020	U.S. Bank Corporate Payment Systems	Cloud Hosted Server - CityWorks/ ESRI, Premiere Global Service, Zoom Pro/ Webinar Service, SCADA Internet, APC Smart-UPS Battery Pack, General Supplies	4,083.84
69670	09/02/2020	09/22/2020	Saf-T-Flo Water Services	Injection Quill - Intermediate Reservoir, Wells 10 and 11	2,659.10
69671	08/12/2020	09/22/2020	Edges Electrical Group, LLC	General Supplies	105.52
69672	09/10/2020	09/22/2020	Conservation Rebate Program	3102 Messinger Dr - Landscape Rebate	150.00
69673	09/10/2020	09/22/2020	Conservation Rebate Program	496 Ridgeview Ave - Washer Rebate	150.00
69674	08/31/2020	09/22/2020	Farwest Corrosion Control Company	Cathodic Protection - Blackhorse Reservoir, RUWAP	3,832.00
69675	07/14/2020	09/22/2020	Lou's Gloves, Inc.	General Supplies	396.00
69676	08/31/2020	09/22/2020	Western Exterminator Company	Pest Control - Beach Office 08/2020	91.50
69677	09/06/2020	09/22/2020	TIAA Commercial Finance, Inc.	(3) Office Copiers, eCopy ScanStation Leases 09/2020	1,384.34

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69678	08/31/2020	09/22/2020	Iron Mountain, Inc.	Shredding Service 08/2020	185.02
69679	09/01/2020	09/22/2020	Simpler Systems, Inc.	UB Datapp Maintenance 09/2020	500.00
69680	08/31/2020	09/22/2020	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 08/2020	355.11
69681	09/20/2016	09/22/2020	Conservation Rebate Program	3204 Tallmon St - (2) Toilet Rebates (Re-Issue)	250.00
69682	09/01/2020	09/22/2020	EKI Environment & Water, Inc.	City of Marina Permitting of CalAm Project Wells - Environmental	10,500.52
69683	08/24/2020	09/22/2020	R&B Company	(34) 1" Multi-Jet Meters with 3G Dialog	9,851.97
69684	09/01/2020	09/22/2020	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 08/2020	38.00
69685	08/25/2020	09/22/2020	Interstate Battery of San Jose	General Supplies	165.77
69686	08/31/2020	09/22/2020	Alameda Electrical Distributors, Inc.	General Supplies	77.45
69687	08/27/2020	09/22/2020	Monterey County Weekly	Ad Ordinance #61 Update of Capacity Fees/ Appendix C of the Code	2,703.75
69688	09/01/2020	09/22/2020	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 09/2020	2,631.78
69689	07/21/2020	09/22/2020	Customer Service Refund	Refund Check (Re-Issue) - 340 Killough Dr	8.73
69690	09/10/2020	09/22/2020	Customer Service Refund	Refund Check - City of Marina	58,630.54
69691	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 14327 Sherman Blvd	89.79
69692	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 21611 Ord Ave	99.36
69693	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 467 Reindollar Ave	80.15
69694	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 282 Beach Rd	35.00
69695	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 207 Algeria Rd	18.41
69696	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 21619 Ord Ave	104.62
69697	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 21602 Ord Ave	81.05
69698	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 716 Brown Ct	91.58
69699	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 302 Arloncourt Rd	35.00
69700	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 10 Ficus Ct	39.82
69701	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 3103 Crescent Ave	37.37
69702	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 2709 3rd Ave	149.06
69703	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 3293 Steven Ct	35.00
69704	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 101 Dahlia Dr	60.87
69705	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 5012 Telegraph Blvd	45.00
69706	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 18915 Kilpatrick Ln	89.79
69707	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 18838 Sedgwick Ln	94.16
69708	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 18814 Sedgwick Ln	81.05
69709	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 21219 Ord Ave	27.02
69710	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 21623 Ord Ave	86.28
69711	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 3100 Del Monte Blvd	777.58
69712	09/21/2020	09/22/2020	Customer Service Refund	Refund Check - 198 Terry Cir	35.00
69713	07/09/2020	09/28/2020	ACWA Joint Power Ins Authority	Property Insurance 07/2020 - 06/2021	50,034.80
ACH	09/04/2020	09/04/2020	CalPERS	Payroll Ending 08/28/20	25,951.35
ACH	09/04/2020	09/04/2020	Internal Revenue Service	Payroll Ending 08/28/20	44,539.43
ACH	09/04/2020	09/04/2020	MassMutual Retirement Services, LLC	Payroll Ending 08/28/20	10,096.36
ACH	09/04/2020	09/04/2020	State of California - EDD	Payroll Ending 08/28/20	9,519.34
500878-500880	09/04/2020	09/04/2020	Payroll Checks and Direct Deposit	Payroll Ending 08/28/20	106,568.81
500881	09/04/2020	09/04/2020	General Teamsters Union	Payroll Ending 08/28/20	866.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
500882	09/04/2020	09/04/2020	WageWorks, Inc.	Payroll Ending 08/28/20	616.27
ACH	09/04/2020	09/09/2020	CalPERS	GASB-68 Reporting Service Fee	700.00
500883	07/11/2020	09/09/2020	Becks Shoe Store, Inc. - Salinas	Boot Benefit - O&M	176.44
500884	08/28/2020	09/09/2020	Thomas P. Moore	Board Compensation 08/2020	100.00
500885	08/28/2020	09/09/2020	Matthew Zefferman	Board Compensation 08/2020	100.00
500886	09/08/2020	09/09/2020	Travis Enzweiler	Boot Benefit - O&M	200.00
500887	08/28/2020	09/09/2020	Peter Le	Board Compensation 08/2020	100.00
500888	08/28/2020	09/09/2020	Herbert Cortez	Board Compensation 08/2020	100.00
500889	08/18/2020	09/09/2020	Transamerica Life Insurance Company	Employee Paid Benefits 08/2020	786.50
500890	08/31/2020	09/09/2020	Cintas Corporation No. 630	Uniforms, Towels, Rugs 08/2020	2,860.69
500891	08/28/2020	09/09/2020	Jan Shriner	Board Compensation 08/2020	100.00
ACH	09/18/2020	09/18/2020	CalPERS	Payroll Ending 09/11/20	25,507.74
ACH	09/18/2020	09/18/2020	Internal Revenue Service	Payroll Ending 09/11/20	43,185.15
ACH	09/18/2020	09/18/2020	MassMutual Retirement Services, LLC	Payroll Ending 09/11/20	10,332.26
ACH	09/18/2020	09/18/2020	State of California - EDD	Payroll Ending 09/11/20	9,318.05
500892- 500894	09/18/2020	09/18/2020	Payroll Checks and Direct Deposit	Payroll Ending 09/11/20	108,182.62
500895	09/18/2020	09/18/2020	WageWorks, Inc.	Payroll Ending 09/11/20	616.27
500896	09/17/2020	09/23/2020	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 10/2020	72,323.46
500897	09/21/2020	09/23/2020	Calif-Nevada Section, AWWA	Backflow Assembly Tester Exam Fee	285.00
500898	09/01/2020	09/23/2020	CWEA - Monterey Bay Section	Grade II Collection System Certification Renewal	96.00
500899	09/25/2020	09/23/2020	AFLAC	Employee Paid Benefits 09/2020	2,035.10
500900	09/22/2020	09/23/2020	Thomas P. Moore	Board Compensation 09/2020	50.00
500901	09/05/2020	09/23/2020	LegalShield	Employee Paid Benefits 09/2020	25.90
500902	09/22/2020	09/23/2020	Matthew Zefferman	Board Compensation 09/2020	50.00
500903	09/11/2020	09/23/2020	Athena Medical Group of the Central Coast	DMV Physical - O&M	250.00
500904	09/17/2020	09/23/2020	Lincoln National Life Insurance Company	Life, Short/ Long Term, AD&D Insurance 10/2020	2,837.95
500905	09/15/2020	09/23/2020	WageWorks, Inc.	FSA Admin Fees 08/2020	152.00
500906	09/22/2020	09/23/2020	Peter Le	Board Compensation 09/2020	50.00
500907	09/22/2020	09/23/2020	Herbert Cortez	Board Compensation 09/2020	50.00
500908	09/22/2020	09/23/2020	Jan Shriner	Board Compensation 09/2020	50.00
500909	08/31/2020	09/23/2020	Liebert Cassidy Whitmore	Legal Fees - General Matters 08/2020	4,260.00
<b>Total Disbursements for September 2020</b>					<b>1,900,881.13</b>

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-B

Meeting Date: November 16, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

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

Staff Recommendation: The Board of Directors receive and file the October 2020 expenditures totaling \$1,961,539.42.

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 October 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: October 2020 Summary Check Register.

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

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Board Action

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

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

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

## OCTOBER 2020 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
10/05/2020	69714	Check Register	167,988.50
10/09/2020	Wire	Friedman & Springwater LLP	56,830.00
10/09/2020	69715-69770	Check Register	537,408.14
10/19/2020	69771-69818	Check Register	520,584.86
10/21/2020	69819-69820	Check Register	5,521.62
10/02/2020	ACH	CalPERS	25,222.81
10/02/2020	ACH	Internal Revenue Service	42,923.95
10/02/2020	ACH	MassMutual Retirement Services, LLC	10,178.26
10/02/2020	ACH	State of California - EDD	9,486.76
10/02/2020	500910-500912	Payroll Checks and Direct Deposit	105,140.37
10/02/2020	500913-500914	Check Register	1,482.27
10/16/2020	ACH	CalPERS	25,222.84
10/16/2020	ACH	Internal Revenue Service	44,825.44
10/16/2020	ACH	MassMutual Retirement Services, LLC	8,778.26
10/16/2020	ACH	State of California - EDD	10,295.27
10/16/2020	500915-500917	Payroll Checks and Direct Deposit	110,280.42
10/16/2020	500918	Check Register	616.27
10/19/2020	500919-500925	Check Register	86,807.11
10/30/2020	ACH	CalPERS	25,079.21
10/30/2020	ACH	Internal Revenue Service	41,257.11
10/30/2020	ACH	MassMutual Retirement Services, LLC	8,778.26
10/30/2020	ACH	State of California - EDD	9,418.60
10/30/2020	500926-500928	Payroll Checks and Direct Deposit	106,796.82
10/30/2020	500929	Check Register	616.27
<b>TOTAL DISBURSEMENTS</b>			<b>1,961,539.42</b>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69714	08/24/2020	10/05/2020	GSE Construction Co., Inc.	Imjin LS Improvements - Construction Pmt #1	167,988.50
Wire	09/14/2020	10/09/2020	Friedman & Springwater LLP	Legal Fees - MCWD v CPUC, RPD Superior Court Damages Cases, CEMEX Litigation 08/2020	56,830.00
69715	09/08/2020	10/09/2020	Monterey Peninsula Unified School District	MPUSD Water Conservation Education 08/2020	719.07
69716	09/29/2020	10/09/2020	Insight Planners	Web Development/ Maintenance and Hosting 09/2020	939.00
69717	09/14/2020	10/09/2020	Grainger	General Supplies	980.02
69718	09/22/2020	10/09/2020	Area Communications	Answering Service 08/26 - 09/22	139.00
69719	08/31/2020	10/09/2020	Schaaf & Wheeler	Design Phase - A1/A2 Tanks B/C, Developers (Dunes, Lower Stilwell, Marina DVSP WSA, Wathen-Castanos Homes), General Services	20,612.35
69720	09/28/2020	10/09/2020	ACWA Joint Power Ins Authority	Liability Insurance 10/2020 - 09/2021	98,388.40
69721	09/22/2020	10/09/2020	Monterey Bay Analytical Services	Laboratory Testing	3,025.00
69722	09/30/2020	10/09/2020	Monterey One Water	Sewer Treatment Charges 09/2020 - 10/2020	154.50
69723	09/18/2020	10/09/2020	Verizon Wireless	Cell Phone Service 09/2020	1,471.69
69724	09/09/2020	10/09/2020	Harris & Associates	Inspection Services - RUWAP Distribution, Construction Management/ Inspection - Imjin LS, Developers (CSUMB Student Union, Dunes Residential, Wathen-Castanos Homes)	86,042.77
69725	09/17/2020	10/09/2020	Johnson Controls Security Solutions LLC	Alarm Installation Fee - 920 2nd Ave	492.66
69726	09/19/2020	10/09/2020	NEC Financial Services, Inc.	Phone Equipment Lease 09/2020	335.76
69727	09/15/2020	10/09/2020	Carollo Engineers, Inc.	Construction Meetings, Submittal Review, RFI's, Design Clarification - RUWAP Distribution	26,468.18
69728	09/22/2020	10/09/2020	Conservation Rebate Program	3051 California Ave - Washer Rebate	150.00
69729	09/22/2020	10/09/2020	Conservation Rebate Program	176 Lillian Pl - (2) Toilet Rebates	150.00
69730	09/28/2020	10/09/2020	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	114.73
69731	09/22/2020	10/09/2020	Conservation Rebate Program	138 Edde Ct - Washer Rebate	100.00
69732	09/15/2020	10/09/2020	Val's Plumbing & Heating, Inc.	BLM Boiler Maintenance/ Replacement Parts	853.92
69733	09/27/2020	10/09/2020	McGrath Rent Corp.	Modular Office - Water Resources 10/2020	743.69
69734	09/30/2020	10/09/2020	Conservation Rebate Program	167 Aaron Way - (2) Toilet Rebates	150.00
69735	08/30/2020	10/09/2020	Calcon Systems, Inc.	Service Call - Communications Fail	265.00
69736	09/16/2020	10/09/2020	Power Engineers, Inc.	Cityworks/ ESRI Support Services 08/2020	220.00
69737	08/31/2020	10/09/2020	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
69738	09/21/2020	10/09/2020	Daiohs USA	Coffee Supplies	135.38
69739	09/10/2020	10/09/2020	Safety-Kleen Systems, Inc.	Hazardous Waste Removal	2,560.74
69740	09/15/2020	10/09/2020	Instrument Technology Corporation	Replacement Sensor Cable - GPR Unit	224.63
69741	05/14/2020	10/09/2020	Marina Tire & Auto Repair	Fuel and Injection Pump Replacement - Vehicle #1305	907.28
69742	09/15/2020	10/09/2020	Municipal Code Corporation	Supplement 17 - Codes and Ordinances	456.36
69743	09/11/2020	10/09/2020	Richards, Watson & Gershon	Legal Fees - Opp to Cal Am Asserted Water Rights to CEMEX Prop, Regional Project Litigation 08/2020	21,749.94
69744	09/22/2020	10/09/2020	Conservation Rebate Program	3081 Vaughn Ave - (2) Toilet Rebates	298.00
69745	09/22/2020	10/09/2020	Conservation Rebate Program	3256 Sandpiper Way - (2) Toilet Rebates	150.00
69746	09/22/2020	10/09/2020	Conservation Rebate Program	2359 4th Army Rd - Washer Rebate	150.00
69747	09/22/2020	10/09/2020	Conservation Rebate Program	3006 Parson Cir - (2) Toilet Rebates	150.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69748	09/22/2020	10/09/2020	Conservation Rebate Program	4518 Sea Cliff Ct - Washer Rebate	150.00
69749	09/22/2020	10/09/2020	Conservation Rebate Program	4115 Peninsula Point Dr - Washer Rebate	150.00
69750	09/22/2020	10/09/2020	Conservation Rebate Program	5058 Sunset Vista Dr - Landscape Rebate	498.36
69751	09/24/2020	10/09/2020	Conservation Rebate Program	234 Barbara Cir - Landscape Rebate	1,710.87
69752	09/28/2020	10/09/2020	Conservation Rebate Program	4667 Sea Breeze Ct - Landscape Rebate	363.00
69753	10/07/2020	10/09/2020	Conservation Rebate Program	298 Quebrada Del Mar Rd - Landscape Rebate	1,230.00
69754	09/28/2020	10/09/2020	Conservation Rebate Program	18807 Sedgwick Ln - Washer Rebate	150.00
69755	09/28/2020	10/09/2020	Conservation Rebate Program	173 Pacific Ct - Toilet Rebate	50.00
69756	10/07/2020	10/09/2020	Conservation Rebate Program	3095 Marina Dr #24 - (2) Toilet Rebates	150.00
69757	10/07/2020	10/09/2020	Conservation Rebate Program	3063 Phillip Cir - Washer Rebate	150.00
69758	10/01/2020	10/09/2020	Conservation Rebate Program	370 Buna Loop - Washer Rebate	150.00
69759	09/18/2020	10/09/2020	Remy Moose Manley, LLP	Legal Fees - CPUC, Desalination Plan/ MPWSP, H2O 08/2020	161,331.19
69760	10/02/2020	10/09/2020	Monterey Bay Technologies, Inc.	IT Support Services 10/2020	3,451.00
69761	09/30/2020	10/09/2020	ICONIX Waterworks (US), Inc.	Cla-Val Rebuild Kits and Parts (Marina Booster, Wells 10, 11, Watkins Gate), General Supplies	13,541.51
69762	09/08/2020	10/09/2020	Griffith, Masuda & Hobbs	Legal Fees - Armstrong Ranch, Bay View Mobile Home Park, FORA, GSA (City of Marina vs CEMEX, Local Coastal Development Permit), Developers (Dunes, Wathen-Castanos Homes), General Matters 08/2020	31,985.04
69763	09/24/2020	10/09/2020	Access Monterey Peninsula, Inc.	Filming and Production 09/2020	460.00
69764	09/03/2020	10/09/2020	Aleshire & Wynder, LLP	Legal Fees - Opinion for Bay View Community vs. MCWD 08/2020	42,069.52
69765	09/30/2020	10/09/2020	Peninsula Messenger LLC	Courier Service 10/2020	162.00
69766	09/28/2020	10/09/2020	AT&T	Phone and Alarm Line Services 09/2020	209.01
69767	10/01/2020	10/09/2020	Pure Janitorial, LLC	Janitorial Services 09/2020	2,150.00
69768	09/30/2020	10/09/2020	Conservation Rebate Program	338 Parson Cir - Toilet Rebate	75.00
69769	09/25/2020	10/09/2020	R&B Company	(25) 1" Multi-Jet Meter with 3G Dialog, Epoxy End Cap	7,658.90
69770	09/29/2020	10/09/2020	Ferguson Enterprises, Inc.	PVC Fittings, Galvanized Shackle Pins	193.66
69771	09/30/2020	10/19/2020	Ace Hardware of Watsonville, Inc.	General Supplies	847.50
69772	09/18/2020	10/19/2020	Monterey Co Tax Collector	Property Fees - District Wide 07/2020 - 06/2021	1,925.04
69773	09/18/2020	10/19/2020	Monterey Co Tax Collector	Property Fees - District Wide 07/2020 - 06/2021	2,060.94
69774	10/06/2020	10/19/2020	PG&E	Gas and Electric Service 09/2020	89,956.85
69775	09/28/2020	10/19/2020	Home Depot Credit Services	General Supplies	984.88
69776	10/01/2020	10/19/2020	Grainger	Safety Vests, General Supplies	318.95
69777	10/09/2020	10/19/2020	MBS Business Systems	Copier Maintenance (C754e) 07/13 - 10/12, (C659) 05/12 - 11/11	1,955.51
69778	10/07/2020	10/19/2020	Hopkins Technical Products, Inc.	Total Chlorine Sensor, Pulsation Dampener	1,893.63
69779	09/30/2020	10/19/2020	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
69780	10/07/2020	10/19/2020	Monterey Bay Analytical Services	Laboratory Testing	810.00
69781	10/07/2020	10/19/2020	Monterey Sanitary Supply, Inc.	(5) Cases Chlorine	46.61
69782	09/25/2020	10/19/2020	Johnson Associates	General Supplies	70.47
69783	10/05/2020	10/19/2020	Staples Credit Plan	Office Supplies	112.50
69784	10/02/2020	10/19/2020	Orkin Franchise 925	BLM/ IOP Pest Control 10/2020	191.00
69785	09/30/2020	10/19/2020	Johnson Controls Security Solutions LLC	Alarm Installation Fee, 920 2nd Ave Security 09/2020 - 06/2021	1,305.34

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69786	10/01/2020	10/19/2020	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 10/2020	3,301.52
69787	09/22/2020	10/19/2020	Shape Incorporated	Flygt Pump - Crescent LS	7,267.31
69788	09/25/2020	10/19/2020	Core & Main LP	(100) 3/4" 3G-DS Registers, (10) 3G-DS LCD 2" Digital Interpreter Registers, (10) Master Meter 3G-DS 2" Registers, (10) Master Meter 3G-DS 1 1/2" Registers, 3G DMMR Receiver/ Charger	25,592.95
69789	09/30/2020	10/19/2020	DataProse, LLC	Customer Billing Statements 09/2020	4,547.67
69790	10/06/2020	10/19/2020	Rain for Rent	Bypass Pumping, Refueling for Bypass Pumping	15,136.04
69791	09/28/2020	10/19/2020	Fastenal Industrial & Construction Supplies	(24) Purell Hand Sanitizers	95.63
69792	09/30/2020	10/19/2020	Credit Consulting Services, Inc.	Commission on Collection of Past Due Accounts 09/2020	22.30
69793	10/05/2020	10/19/2020	E&M Electric and Machinery, Inc.	Software Toolbox Support 05/23/20 - 05/22/21	235.00
69794	09/18/2020	10/19/2020	Univar Solutions USA, Inc.	(1,285) gals Chlorine - Intermediate Reservoir, Wells 10 and 11	2,754.03
69795	10/02/2020	10/19/2020	Dwyer Instruments, Inc.	Level Transducer - Well 11	1,460.77
69796	10/15/2020	10/19/2020	Conservation Rebate Program	144 Hilo Ave - (2) Toilet Rebates	150.00
69797	09/08/2020	10/19/2020	Sherwin-Williams Co.	Paint - Sand Tank	372.06
69798	09/17/2020	10/19/2020	ASCO Power Services, Inc.	18B/ 18G Accessory Install - Well 34	1,925.00
69799	10/07/2020	10/19/2020	CLK Supplies, LLC	Schlage Locks, Pins, and Shackles	207.48
69800	09/24/2020	10/19/2020	Voyager Fleet Systems, Inc.	Fleet Gasoline	3,774.62
69801	10/07/2020	10/19/2020	Green Rubber-Kennedy AG, LP	SS Fittings/ Ball Valves - Marina Booster, General Supplies	689.47
69802	10/12/2020	10/19/2020	Marina Tire & Auto Repair	Brake Repair - Meter Reader Truck #1238, Tire Repair - Vehicle #1703, Oil Change - Vehicle #1801	962.94
69803	09/25/2020	10/19/2020	Edges Electrical Group, LLC	General Supplies	59.43
69804	09/30/2020	10/19/2020	GSE Construction Co., Inc.	Imjin LS Improvements - Construction Pmt #2	234,412.50
69805	10/07/2020	10/19/2020	Jensen Instrument Co. Northern California	Rosemount Pressure Transmitter and Two Way Valve - Well 11	1,234.66
69806	10/13/2020	10/19/2020	Conservation Rebate Program	3219 Vista Del Camino - Toilet Rebate	75.00
69807	10/13/2020	10/19/2020	Eurofins Eaton Analytical, Inc.	Laboratory Testing	25.00
69808	09/28/2020	10/19/2020	Evoqua Water Technologies, LLC	(3,054) gals Bioxide - East Garrison LS	10,661.82
69809	09/30/2020	10/19/2020	Western Exterminator Company	Pest Control - Beach Office 09/2020	91.50
69810	10/06/2020	10/19/2020	TIAA Commercial Finance, Inc.	(3) Office Copiers, eCopy ScanStation Leases 10/2020	1,134.70
69811	09/30/2020	10/19/2020	Iron Mountain, Inc.	Shredding Service 09/2020	182.26
69812	10/01/2020	10/19/2020	Simpler Systems, Inc.	UB Datapp Maintenance 10/2020	500.00
69813	10/01/2020	10/19/2020	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 09/2020	359.48
69814	10/05/2020	10/19/2020	EKI Environment & Water, Inc.	Groundwater Planning Sustainability Study, Monterey Subbasin Groundwater Sustainability Plan, 2019 Airborne Electromagnetic Survey, Water Supply Augmentation Study - Fort Ord	92,390.66
69815	10/02/2020	10/19/2020	R&B Company	(10) Master Meter 3G-DS Registers, (20) 1 1/2" Master Meter 3G-DS Registers	5,776.59
69816	10/01/2020	10/19/2020	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 09/2020	38.00
69817	08/27/2020	10/19/2020	American Water Works Association	MCWD Utility Membership 12/2020 - 11/2021	2,305.00
69818	10/12/2020	10/19/2020	Interstate Battery of San Jose	General Supplies	351.35
69819	10/10/2020	10/21/2020	Pitney Bowes (Lease)	Postage Machine Lease 08/09 - 11/08	649.44
69820	10/20/2020	10/21/2020	Maynard Group	Point to Point Setup, Network Configuration - IOP Building	4,872.18



Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	10/02/2020	10/02/2020	CalPERS	Payroll Ending 09/25/20	25,222.81
ACH	10/02/2020	10/02/2020	Internal Revenue Service	Payroll Ending 09/25/20	42,923.95
ACH	10/02/2020	10/02/2020	MassMutual Retirement Services, LLC	Payroll Ending 09/25/20	10,178.26
ACH	10/02/2020	10/02/2020	State of California - EDD	Payroll Ending 09/25/20	9,486.76
500910-500912	10/02/2020	10/02/2020	Payroll Checks and Direct Deposit	Payroll Ending 09/25/20	105,140.37
500913	10/02/2020	10/02/2020	General Teamsters Union	Payroll Ending 09/25/20	866.00
500914	10/02/2020	10/02/2020	WageWorks, Inc.	Payroll Ending 09/25/20	616.27
ACH	10/16/2020	10/16/2020	CalPERS	Payroll Ending 10/09/20	25,222.84
ACH	10/16/2020	10/16/2020	Internal Revenue Service	Payroll Ending 10/09/20	44,825.44
ACH	10/16/2020	10/16/2020	MassMutual Retirement Services, LLC	Payroll Ending 10/09/20	8,778.26
ACH	10/16/2020	10/16/2020	State of California - EDD	Payroll Ending 10/09/20	10,295.27
500915-500917	10/16/2020	10/16/2020	Payroll Checks and Direct Deposit	Payroll Ending 10/09/20	110,280.42
500918	10/16/2020	10/16/2020	WageWorks, Inc.	Payroll Ending 10/09/20	616.27
500919	09/23/2020	10/19/2020	Becks Shoe Store, Inc. - Salinas	Boot Benefit	400.00
500920	10/06/2020	10/19/2020	ACWA Joint Power Ins Authority	Workers Compensation Insurance 07/2020 - 09/2020	15,164.01
500921	10/06/2020	10/19/2020	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 11/2020	68,027.83
500922	10/05/2020	10/19/2020	LegalShield	Employee Paid Benefits 10/2020	25.90
500923	09/17/2020	10/19/2020	Principal Life	Employee Paid Benefits 10/2020	498.03
500924	09/18/2020	10/19/2020	Transamerica Life Insurance Company	Employee Paid Benefits 09/2020	786.50
500925	09/30/2020	10/19/2020	Cintas Corporation No. 630	Uniforms, Towels, Rugs 09/2020	1,904.84
ACH	10/30/2020	10/30/2020	CalPERS	Payroll Ending 10/23/20	25,079.21
ACH	10/30/2020	10/30/2020	Internal Revenue Service	Payroll Ending 10/23/20	41,257.11
ACH	10/30/2020	10/30/2020	MassMutual Retirement Services, LLC	Payroll Ending 10/23/20	8,778.26
ACH	10/30/2020	10/30/2020	State of California - EDD	Payroll Ending 10/23/20	9,418.60
500926-500928	10/30/2020	10/30/2020	Payroll Checks and Direct Deposit	Payroll Ending 10/23/20	106,796.82
500929	10/30/2020	10/30/2020	WageWorks, Inc.	Payroll Ending 10/23/20	616.27

**Total Disbursements for October 2020 1,961,539.42**

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-C

Meeting Date: November 16, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of September 21, 2020

Staff Recommendation: The Board of Directors approve the draft minutes of the September 21, 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 September 21, 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 September 21, 2020.

Action Required:  Resolution  Motion  Review

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Board Action

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

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

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



# Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting  
Via Zoom Teleconference  
September 21, 2020

## Draft Minutes

### 1. Call to Order:

President Moore called the meeting to order at 6:31 p.m. on September 21, 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  
Brian True, Senior Engineer  
Teo Espero, IT Administrator  
Paula Riso, Executive Assistant/Clerk to the Board

#### Audience Members:

Andrew Sterbenz, Schaaf & Wheeler  
Chris Stump, Shea Homes

### 3. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 6:35 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 7:00 p.m. President Moore reconvened the meeting to open session at 7:01 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:

Director Zefferman led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no comments made.

8. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Items:

1. Consider Adoption of Resolution No. 2020-GSA03 to Approve a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers for a Water System Supply and Analysis Study:

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

Vice President Shriner's made a motion to adopt Resolution No. 2020-GSA03 to approve a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers for a Water System Supply and Analysis Study. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

2. Consider Appointing a Board Member and Alternate to the MCWD Groundwater Sustainability Agency and Salinas Valley Basin Groundwater Sustainability Agency Steering Committee for Groundwater Sustainability Planning and Inter-Agency Coordination:

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

President Moore made a motion to appoint Director Zefferman as the Board representative to the MCWD Groundwater Sustainability Agency and Salinas Valley Basin Groundwater Sustainability Agency Steering Committee for Groundwater Sustainability Planning and Inter-Agency Coordination, and Vice President Shriner as the alternate. Director Cortez seconded the motion.

Agenda Item 8-A2 (continued):

The motion was passed by the following vote:

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

9. Return to Marina Coast Water District Matters:

10. Consent Calendar:

Vice President Shriner made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of August 2020; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 17, 2020; and, C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of August 27, 2020. Director Cortez seconded the motion. The motion was passed by the following vote:

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

11. Action Items:

- A. Consider Adoption of Resolution No. 2020-57 to Approve Amendment No. 6 to the Professional Services Agreement with Akel Engineering Group, Inc. for the Master Plans and Capacity Fees Study for Sewer, Water, and Recycled Water:

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

Vice President Shriner made a motion to adopt Resolution No. 2020-57 to approve Amendment No. 6 to the Professional Services Agreement with Akel Engineering Group, Inc. for the Master Plans and Capacity Fees Study for Sewer, Water, and Recycled Water. President Moore seconded the motion. The motion was passed by the following vote:

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

- B. Consider Adoption of Resolution No. 2020-58 to Approve an Assistance Agreement between the Marina Coast Water District and the State of California's Department of Parks and Recreation for the Fort Ord Dunes State Park Development Project:

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

Agenda Item 11-B (continued):

Vice President Shriner made a motion adopt Resolution No. 2020-58 to approve an Assistance Agreement between the Marina Coast Water District and the State of California's Department of Parks and Recreation for the Fort Ord Dunes State Park Development Project. Director Zefferman seconded the motion. The Board asked questions regarding maintenance of the pipeline and who was responsible for any spills.

Vice President Shriner amended her motion to adopt Resolution No. 2020-58 to approve an Assistance Agreement between the Marina Coast Water District and the State of California's Department of Parks and Recreation for the Fort Ord Dunes State Park Development Project, adding to the As-Built a clear delineation of who is responsible for repairs and maintenance, and to review the Ordinances to consider if clarity may be needed in the future. Director Zefferman seconded the amended motion. The motion was passed by the following vote:

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

- C. Consider Adoption of Resolution No. 2020-59 to Accept the Infrastructure Improvements Installed Under a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes Limited Partnership for the Dunes 1C3 Development Project:

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

Director Zefferman made a motion adopt Resolution No. 2020-59 to accept the infrastructure improvements installed under a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes Limited Partnership for the Dunes 1C3 Development Project. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

- D. Consider Adoption of Resolution No. 2020-60 to Approve Utility Agreement No. MCWD-2020-1 with the City of Marina for the Imjin Parkway Widening Project:

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

Vice President Shriner made a motion adopt Resolution No. 2020-60 to Approve Utility Agreement No. MCWD-2020-1 with the City of Marina for the Imjin Parkway Widening Project. Director Cortez seconded the motion. The motion was passed by the following vote:

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

- E. Consider Adoption of Resolution No. 2020-61 to Award a Contract to Raftelis Financial Consultants, Inc. to Provide a Recycled Water Rate Fee Study to the District:

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. 2020-61 to award a contract to Raftelis Financial Consultants, Inc. to provide a Recycled Water Rate Fee Study to the District. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

## 12. Staff Reports:

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

Ms. Cadiente introduced this item and explained some of the delinquencies were attributed to multi-family residences.

## 13. Informational Items:

- A. General Manager's Report:

No report was given.

- B. Counsel's Report:

No report was given.

- C. Committee and Board Liaison Reports:

- 1. Water Conservation Commission:

No meeting was held.

- 2. Joint City District Committee:

President Moore stated that the next meeting is scheduled for October 28th.

- 3. Executive Committee:

President Moore stated that the next meeting is scheduled for October 13th.



4. Community Outreach Committee:

Director Zefferman and Director Cortez gave a brief update.

5. Budget and Personnel Committee:

Vice President said no meeting was held in September.

6. M1W Board Member:

President Moore gave a brief update noting the next meeting is September 28th.

7. LAFCO Liaison:

Director Cortez gave a brief update.

8. JPIA Liaison:

Director Le stated there was no report.

9. Special Districts Association Liaison:

President Moore noted the next meeting was scheduled for October 20th and will held via Zoom.

14. Board member Requests for Future Agenda Items:

President Moore noted that the Board members can email in their requests. Director Cortez suggested the Executive Committee review Ordinances in case there are any changes needed; and, to review the template used for District vendors. Director Le requested the quarterly water consumption report.

Director Zefferman called a Point of Order noting that Director Le's censure barred him from placing items on the agenda after his censure last month. President Moore asked for a legal interpretation of the ban placed on Director Le last month. Mr. Masuda answered that Director Le can request items to be placed on the agenda, but the Board would have to vote on whether to place them on the agenda or not.

Director Le requested to have the quarterly water consumption report; look at fire flow adequacy for the service area; and, to look at records of fire hydrant flow tests.

15. Director's Comments:

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

Joint Board/GSA Meeting  
September 21, 2020  
Page 8 of 8

16. Adjournment:

The meeting was adjourned at 8:59 p.m.

APPROVED:

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Thomas P. Moore, President

ATTEST:

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Paula Riso, Deputy Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-D

Meeting Date: November 16, 2020

Prepared By: Paula Riso

Approved By: Keith Van Der Maaten

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of November 4, 2020

Staff Recommendation: The Board of Directors approve the draft minutes of the November 4, 2020 special 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 November 4, 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 November 4, 2020.

Action Required:  Resolution  Motion  Review

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Board Action

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

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

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



# Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting  
Via Zoom Teleconference  
November 4, 2020

## Draft Minutes

### 1. Call to Order:

President Moore called the meeting to order at 6:31 p.m. on November 4, 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  
Rose Gill, Human Resources/Risk Administrator  
Paula Riso, Executive Assistant/Clerk to the Board

#### Audience Members:

Mike McCullough, Monterey One Water

### 3. Pledge of Allegiance:

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

### 4. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 6:34 p.m. to discuss the following items:

5. 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 54956.9(d)(4)  
Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation – One Potential Case
- C. Pursuant to Government Code 54957  
Public Employee Employment  
Title: General Manager

The Board ended closed session at 7:29 p.m. President Moore reconvened the meeting to open session at 7:30 p.m.

6. Reportable Actions Taken during Closed Session:

Mr. Roger Masuda, District Counsel, stated that the only reportable action in Closed Session was on Item 5-B, and that by a unanimous vote, 5-Ayes (Cortez, Le, Zefferman, Shriner, Moore) 0-Noes, 0-Abstained, the Board authorized outside special litigation counsel, James Markman (Richards, Watson, & Gershon) to file a response in the reverse validation action that Cal Am has filed regarding actions by the City of Marina to form their Groundwater Sustainability Agency.

7. Action Item:

- A. Consider Adoption of Resolution No. 2020-62 to Direct Staff to Distribute Request for Proposals to Hire an Executive Recruiter for Recruitment of a Full-Time General Manager:

Ms. Rose Gill, Human Resources/Risk Administrator, introduced this item explaining that staff would like to extend the response period to November 23<sup>rd</sup> and hold a special meeting the first week of December to select the recruitment firm. The Board asked clarifying question.

Director Zefferman made a motion adopt Resolution No. 2020-62 to direct staff to distribute Request for Proposals to hire an external Executive Recruitment firm for recruitment of a full-time General Manager, and the Executive Recruiter to work with an Ad Hoc Committee consisting of President Shriner and President Moore. Director Cortez seconded the motion. The motion was passed by the following vote:

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

8. Director's Comments:

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

9. Adjournment:

The meeting was adjourned at 8:17 p.m.

APPROVED:

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Thomas P. Moore, President

ATTEST:

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Paula Riso, Deputy Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-E

Meeting Date: November 16, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-63 to Ratify the Emergency 30” Sewer Repair Located Near the Ord Wastewater Facility

Staff Recommendation: The Board of Directors to ratify the emergency repair located near the Ord Wastewater Facility and authorize the General Manager to sign all invoices in the amount not-to-exceed \$93,654.78.

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

Discussion/Analysis: On September 17, 2020, the Operations and Maintenance staff were informed of a sinkhole next to the abandoned Ord Wastewater Facility by the State Parks staff. Upon arriving, staff found that the sinkhole was caused by a missing section of 30” concrete sewer pipe. Staff immediately made the site safe and began additional investigation to determine the severity of the issue and come up with a remedy. The Operations staff televised that sewer line, and found that the reinforced concrete pipe had a 6’ section missing in the location of the sinkhole, and approximately another 20’ of pipe was severely compromised and on the verge of catastrophic failure. The 30” pipe that was found to be compromised, was one of the main feeds for all of the Ord Wastewater flows just prior to it going into the Monterey One Interceptor line. Along with the pipe, four manhole barrels needed immediate rehab due to corrosion.

Therefore, the Operations and Maintenance Manager informed the General Manager that same day of the severity of the issue, an emergency was declared, and immediate repair work began. The District utilized its on call contract with the Don Chapin Company to perform the work since the scope of the repair was out of the ability of the Operations department to perform in house due to the size of the pipe and depth. There were three components to the project: bypass pumping, repairing and installing a new 30” line and 48” manhole, and rehabbing 4 manholes all within 20’ of each other which are fed off either the 30” sewer or the 27” sewer that feeds into the interceptor line.

To save costs, the Operations and Maintenance staff developed the bypass pumping plan in house, rented large sewer plugs, and hired Rain for Rent to perform the bypass pumping. The sewer manhole rehabs were performed by another company to save on any markup from the contractor. The invoices are still being reviewed at the time of this transmittal, however the price is not expected to increase from the amounts below. The following chart represents the cost of the total repair for the 30” line and manhole rehabs:

Element	Contractor/Vendor	Total Price
Sewer plug rental	Watsonville Shoring and Plate	\$642.00
Bypass pumping	Rain for Rent	\$15,136.04
30" repair and manhole install	Don Chapin Company	\$59,836.74
Manhole rehabs	National Coating & Lining	\$18,040.00
		\$93,654.78

All lines west of the highway, along with manholes, were inspected all the way to the interceptor and other than the issues pointed out above, they were found to be in good condition. The section of 30" that was replaced is now plastic pipe, the four manholes have been grouted and epoxy lined, therefore the District should see approximately 50 years of longevity from those. Staff was pleased with the quick response and hard work from the Don Chapin Company, who coordinated closely with Operations and Maintenance throughout the entire project. Operations and Maintenance also closely coordinated with all affected agencies: State Parks, TAMC, and Monterey One Water to ensure everyone was aware of the issues and the progress of the project.

Environmental Review Compliance: None required.

Financial Impact:  Yes  No Funding Source/Recap: Funding for this emergency repair project came from Ord Sewer, General Unrestricted Reserve funds which had a balance of \$4,569,134 prior to this emergency repair.

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2020-63.

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

Board Action

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

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

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



November 16, 2020

Resolution No. 2020 – 63  
Resolution of the Board of Directors  
Marina Coast Water District

To Ratify the Emergency 30” Sewer Repair Located Near the Ord Wastewater Facility

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on November 16, 2020 via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

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, on September 17, 2020, a catastrophic failure of the District’s 30” sewer trunk line was found near the abandoned Ord Wastewater Facility; and,

WHEREAS, the District’s Operations and Maintenance staff immediately went to work to determine the severity and make the scene safe; and,

WHEREAS, that same day, an emergency was declared by the General Manager, and repair work began immediately by utilizing the District’s on call construction company, the Don Chapin Company; and,

WHEREAS, to save cost and speed up the process the Operations and Maintenance staff designed and procured Rain for Rent for bypass pumping, and National Coating & Lining for the manhole rehabs; and,

WHEREAS, due to the emergency, no competitive bidding was utilized; and,

WHEREAS, the total amount of the repair including the costs of constructions, material, bypass pumping, and manhole rehabs is to not exceed \$93,654.78.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby approve and ratify the charges for the emergency repair work not-to-exceed \$93,654.78 and authorizes the General Manager to use General Unrestricted Reserve funds to pay all necessary invoices to finalize the project.

PASSED AND ADOPTED on November 16, 2020 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-63 adopted November 16, 2020.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-A

Meeting Date: November 16, 2020

Prepared By: Andrew Racz

Approved By: Keith Van Der Maaten

Reviewed By: Michael Wegley

Agenda Title: Consider Adoption of Resolution No. 2020-64 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Marina Developers, LLC for the Sea Haven Phase 3B Development Project

Staff Recommendation: The Board of Directors adopt Resolution No. 2020-64 approving a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Marina Developers, LLC, a California Corporation for the Sea Haven Phase 3B 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.*

The Marina Developers, LLC, a California Corporation (Developer) is preparing to continue development at the on-going Sea Haven (formerly Marina Heights) residential development project. This approximately 248-acre project is located within the incorporated City of Marina and in the Ord portion of MCWD's service area. The Developer is requesting MCWD to enter into this Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement, or IA) because of water, sewer and recycled water infrastructure needing to be installed that will most appropriately be owned, operated, and maintained by MCWD. The City of Marina serves as the land-use jurisdiction over this development project. The Developer has deposited monetary funds with MCWD to conduct the preliminary work of their proposed development; their development account is in good-standing.

The overall development is divided into five phases (Phase 1 through Phase 5). In November 2007, MCWD entered into agreement with Cypress Marina Heights, LP (Cypress) to begin land development at Sea Haven. Cypress developed Phases 1 (arterial roadways and associated water/sewer infrastructure) and 2 (neighborhood roadways/infrastructure for the areas currently being built out with homes) for approximately 300 units. Marina Developers acquired Cypress's stake in the remaining phases (Phases 3-5) in May 2018 and began land development of Phases 5A and 3A in 2019 (phase development is occurring out of numerical sequence). Phase 5A's approximately 70 units are nearing completion, and housing construction in Phase 3A is scheduled to begin before the end of the year. The next phase to be developed, Phase 3B, adjoins Phase 3A to the east and is bounded by Marina Heights Drive on the south and areas of Central Marina to the north. Together, Phases 3A and 3B cover an area of 50 acres will contain approximately 300 total units when completed. A Site Map depicting the project site is included as the page in the Board Packet immediately after this item's proposed Resolution.

As per City of Marina Resolution 2004-41, adopted by City Council on March 3, 2004, to approve the supplement to the certified final EIR on the Marina Heights Specific Plan, the total Water Allocation for all development phases of the Development is 292.39 AFY. A December 2003 Water Supply Assessment for the Marina Heights project estimated an annual water use of 349.5-AFY serving 1,050 residential units and 4.5 acres of irrigated parkland and Home Owner Association (HOA) landscaping. As such, the Developer has been allocated sufficient water to continue development to approximately 84% buildout, as designed, or 878 residential units including parkland and HOA landscaping for the overall development. With approximately 250 homes either completed or under construction, Sea Haven is currently at about 25% buildout. Completion through Phase 3B will bring the development to approximately 630 units, or 60% buildout.

Discussion/Analysis: The Board of Directors is requested to approve this Infrastructure Agreement for the Sea Haven Phase 3B development project; the attached draft Infrastructure Agreement is based upon the most recent board-approved (March 2020) MCWD Infrastructure Agreement template.

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. 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.

There are several changes between this proposed Infrastructure Agreements and the March 2020 template. Sections 1.2.1 and 1.2.2 were added to make clear that sufficient water is available in the Development's water allocation to complete Phase 3B, but also address how MCWD will determine if sufficient water is available for later Phases (4 & 5B). Upon the completion and occupancy of Phase 3B (approximately 60% buildout), MCWD will tabulate actual water usage to calculate a per-unit consumption metric that will be used to determine how many additional units might be accommodated under the existing allocation. Section 1.2.4 was added to the Developer's pre- and post-FORA fee obligations to both MCWD and the City of Marina. Water and sewer capacity fees were updated to reflect new rates effective October 2020.

Yellow highlights in the attached draft Infrastructure Agreement (IA) show the differences between the proposed IA and the Board-approved template. All the additions (i.e. the differences that were added to the proposed IA document that are not within the previous IA) are highlighted. The deletions (from the previous IA) in the proposed IA may be discerned by the symbol of highlighted strikethroughs. The proposed IA herein is substantially the same as the Board-approved IA template.

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

Prior Committee or Board Action: None.

Financial Impact:        \_\_\_\_\_ Yes      X   No

Funding Source/Recap: There is no financial impact.

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

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

Material Included for Information/Consideration: Resolution No. 2020-64; Site Map; and, draft Infrastructure Agreement.

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

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Board Action

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

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

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

November 16, 2020

Resolution No. 2020 - 64  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving a Water, Sewer, and Recycled Water Infrastructure Agreement and  
Reimbursement Agreement  
Between Marina Coast Water District and Marina Developers, LLC for the  
Sea Haven Phase 3B Development Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on November 16, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the Marina Developers, LLC, a California Corporation (“Developer”) have coordinated with the District on their Sea Haven Phase 3B 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 a land-use jurisdiction, has allocated by Resolution 2004-41 a water supply of 292.39-AFY, out of a total annual allotment of 1,175-AFY for incorporated former Fort Ord lands; 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 Marina Developers, LLC, a California Corporation, for the Sea Haven Phase 3B 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 on November 16, 2020, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

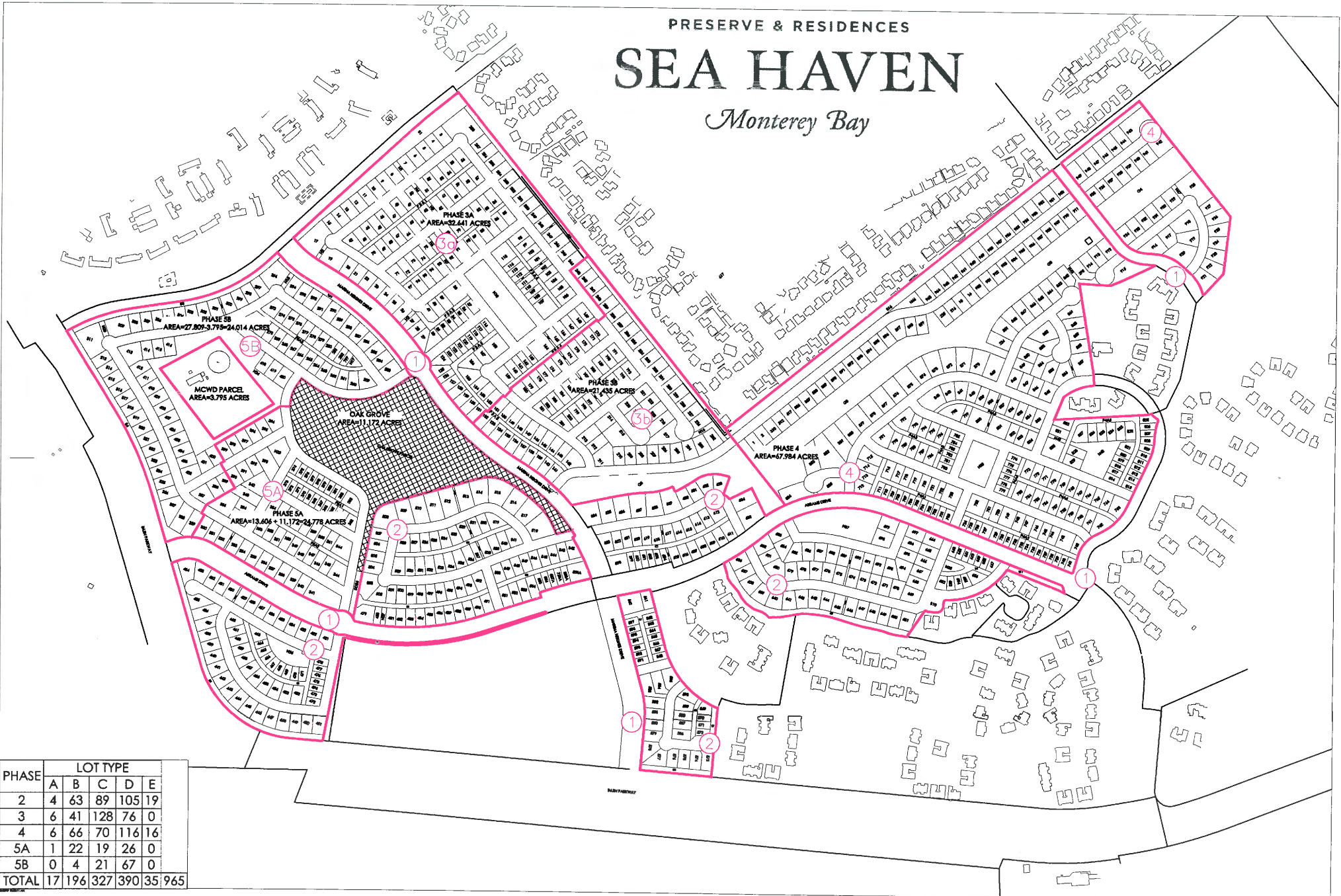
\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-64 adopted November 16, 2020.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

PRESERVE & RESIDENCES  
**SEA HAVEN**  
*Monterey Bay*



PHASE	LOTTYPE					
	A	B	C	D	E	
2	4	63	89	105	19	
3	6	41	128	76	0	
4	6	66	70	116	16	
5A	1	22	19	26	0	
5B	0	4	21	67	0	
<b>TOTAL</b>	<b>17</b>	<b>196</b>	<b>327</b>	<b>390</b>	<b>35</b>	<b>965</b>



# MARINA COAST WATER DISTRICT

## Water, Sewer and Recycled Water Infrastructure Agreement

for

**Sea Haven Phase 3b**

DRAFT

# WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

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**Exhibits**

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

DRAFT

# WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this 16<sup>th</sup> Day of November 2020 (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and **Marina Developers, LLC**, a **California limited liability company**, with its principal offices at **1446 Tollhouse Road, Suite 103, Clovis, CA 93611**, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement, is **Sea Haven Phase 3b**.

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

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

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

b. “City” means the City of **Marina** and/or the appropriate Agency of Land Use Jurisdiction.

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

d. “Development” means that certain property **located at [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 agencies.

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that

as a condition precedent for the performance of the District’s obligations hereunder, Developer must provide proof to the satisfaction of the District that the City has approved the allocation of water capacity for the Development from the water and recycled water capacity allocated to the City by the Fort Ord Reuse Authority (FORA). The water allocation for this project covered by this Agreement is 292.39 -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.

~~[INSERT SECTIONS 1.2.1 — 1.2.3 AS APPROPRIATE]  
[SECTIONS TO BE IMPLEMENTED WHEN OVERALL DEVELOPMENT  
CONSUMPTION IS 80% OF OVERALL PROJECTS ALLOCATION  
— OR —  
THIS PROJECT PHASE IS LIKELY TO CAUSE THE OVERALL DEVELOPMENT  
CONSUMPTION TO SURPASS 80% OF THE OVERALL PROJECT ALLOCATION ]~~

1.2.1 Developer acknowledges that neither the City nor the District may approve water allocations that exceed the specific allocations set by FORA or other appropriate agency of land use jurisdiction. Per City of Marina Resolution No. 2004-41, adopted by City Council on March 3, 2004, the overall Development Project was entitled with a total water allocation for all phases of 292.39-AFY. A December 2003 Water Supply Assessment for the Development estimated an annual water use of 349.5-AFY serving 1050 residential units and 4.5-acres of irrigated common area, parks, and Home-Owner Association (HOA) landscaping. ~~As such,~~ Based upon the above assumptions, the Developer ~~has been allocated~~ theoretically has sufficient water to build up to an estimated 868 residential units including landscaping (or approximately 84% buildout, as designed).

1.2.2 “Yield-sign” rule. As a means to recalibrate the Water Supply Assessment, when 60% of the Development (630 residential dwelling units) ~~reaches 60% completion~~ has been occupied for not less than one (1) year ~~(when the District provides a water meter to the \_\_\_\_\_<sup>th</sup> completed residential unit)~~ within the development phase covered by this Agreement, the District shall tabulate (via monthly meter reads) and sum the annual water consumption of all existing units that have been occupied for at least one full calendar year and then divide the sum by the number of units. The District shall apply this per unit consumption metric to determine the number of units that may be constructed without exceeding the 292.39-AFY allocation. The District shall inform the Developer of this result within 3 months of the ~~placement of the \_\_\_\_\_<sup>th</sup> water meter commencement of the above described tabulation,~~ and the District’s findings shall be conclusive.

1.2.3 Developer understands that the Marina Coast Water District is not a Land Use Jurisdiction (LUJ) and does not have the legal authority to allocate water supply or approve development generally. The City of Marina, as the governing LUJ for new development over the Development area, has the power to allocate water, at its discretion, but within limits previously established through agreements with FORA. The Developer retains the right to petition the City of Marina directly for additional water supply. The Developer acknowledges that the District shall not, under

any circumstance, provide water service to any new unit that causes total Development consumption to exceed the LUJ allocation. As such, the Developer shall hold the District harmless, without limitation, in the event the District refuses to provide service to any new residential units if the providing of such service would exceed the total water allocation in excess of the average water use calculations established by Section 1.2.2.

~~1.2.5. Water Augmentation Project. Notwithstanding the foregoing, FORA, in conjunction with the Fort Ord Army Base closure, assumed numerous mitigation obligations, including, but not limited the development of an additional 2,400 AFY of water supply (“Water Augmentation Project”). FORA contracted with MCWD to complete this Water Augmentation Project. Developer has been paying FORA CFD Fee, a portion of which is attributable to the development and implementation of the Water Augmentation Project. Developer and District acknowledge that (a) FORA is sunsetting on June 30, 2020 and as of July 1, 2020, MCWD will and is assuming obligations to complete the Water Augmentation Project; and, (b) Four Thousand Five Hundred Ninety Eight and 00/100 Dollars (\$4,598.00) of the new MCWD Capacity Fee, effective on or after the expiration of FORA, is attributable to MCWD’s assumption of certain FORA obligations, including but not limited to the Water Augmentation Project. The parties expressly agree that the foregoing is not intended to offset any amounts which Developer may be obligated to pay District pursuant to this Agreement, but is only for the purposes of determining whether and to the extent Developer shall be entitled to a credit for these payments from any LUJ, of which District makes no warranty or other representation in this regard. (This paragraph is deleted as the LUJ is only carrying forward the fees set by FORA and any fees for Water Augmentation have already been taken into account with the new Capacity Fees.)~~

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

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

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all

Facilities required by this Agreement and the required warranty period, whichever occurs first, unless terminated sooner as provided in section 17 of this Agreement.

## 2. Design and Construction Requirements

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

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

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

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

2.1.4 The District shall have the right to inspect the construction of the Facilities and verify that construction conforms to the Development plans and specifications. District's right to inspect extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District shall also have the right to inspect special fixtures including, zero water use urinals, hot water recirculation systems, etc. The District's right

to inspect does not in any way eliminate or supersede any inspection obligations by the City. The District will inform the Developer of required field changes. The Developer shall be responsible for obtaining all easements outside publicly dedicated rights of way. Upon receipt of recorded private easements to serve the Development in accordance with the plans and specifications approved by the District, the District will quitclaim any easements not required to serve the Development and not required by the District.

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

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

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

### 3. Temporary Irrigation

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

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



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

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

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

3.2.5 Developer shall provide, within the design of the temporary irrigation network, a demolition design detail acceptable to MCWD.

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 and MCWD acknowledge that the entirety of the Sea Haven (Cypress Marina Heights) project, including Phase 3b, has been annexed into the District's jurisdictional boundaries. ~~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 10/26/2020 for water and sewer services are \$11,699 per EDU and \$3,012 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 Water Augmentation Project, which is anticipated to come online on or about July 1, 2021.

7.2 Developer, and its successors or assignees (such as an owners association), agrees to take recycled water for non-potable use if and when it becomes available, which as set forth above is anticipated to be on or before July 1, 2021. The District shall establish a separate cost for recycled water in the same manner that it establishes the cost of potable water. Developer, or its successors or assignees agree that the District-established cost will be paid by the recycled water customers.

## 8. Non-Completion of Prior Projects and Phases

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

## 9. Licensed Contractor

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

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 17 *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:

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

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

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

## 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 17, 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 17.1.

14.5 The performance surety shall remain in effect until final acceptance of the Facilities by the District in accordance with Section 15.1. 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 14.5 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 17 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud.

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

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

## 19. Performance

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

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

## 20. Assignment

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

20.2 Provisions of water delivery, recycled water delivery, and sewer service will be deemed assigned to each property owner upon acquisition of his/her commercial and/or residential unit in the Development. Upon assignment, the Developer's responsibilities relating to recycled water Facilities, use and approvals will become the assignee's responsibility. This provision will cease



to have any effect when the District accepts title to the water Facilities or the Agreement is terminated.

## 21. Dispute Resolution Procedure

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

21.2 Prevention of Disputes/Meet and confer - The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three (3) calendar days of the initial request. If the dispute cannot be negotiated between the parties, the matter shall first be brought to the attention of the District's Board of Directors at the first available regularly scheduled Board Meeting. As a contract dispute, the matter shall be considered by the District Board of Directors in closed session under the Brown Act without the Developer or Contractor in attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 21.3 below.

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

Mediation shall be submitted first to a mediator with at least ten year's 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 \_\_\_\_\_ ‘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:** Marina Developers, LLC  
1446 Tollhouse Road, Suite 103  
Clovis, CA 93611

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

## 24. Severability

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

## 25. Paragraph Headings

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

## 26. Successors and Assignees

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

## 27. Integrated Agreement

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

## 28. Negotiated Agreement

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

## 29. Attorneys Fees

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

attorneys' fees.

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

### 30. Exhibits

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

### 31. Disclaimer/Indemnity Regarding Public Works

31.1 District has not determined whether the project would be considered a "Public Works" project for the purposes of California law, and makes no warranties or representations to Developer about whether the project would be considered a "Public Works" project. Developer is aware that if the project is considered a "Public Works" project, then Developer would have to pay "prevailing wages" under California Labor Code section 1771. If Developer fails to pay such prevailing wages, Developer acknowledges that it will be liable to, among other things, pay any shortfall owed as well as any penalties that might be assessed for failure to comply with the law. If Developer does not pay prevailing wages, and an action or proceeding of any kind or nature is brought against the District based on such failure, Developer will defend and indemnify District in the action or proceeding. District agrees to reasonably cooperate and assist Developer in any the defense of any such action.

### 32. No Third Party Beneficiaries

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

### 33. Compliance with Laws

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

### 34. Counterparts

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

Signature Page

**By: DEVELOPER,**

\_\_\_\_\_  
XXXXXXX, President and CEO

**By** MARINA COAST WATER DISTRICT

\_\_\_\_\_  
General Manager  
Marina Coast Water District

DRAFT

EXHIBIT A  
WATER ALLOCATION DOCUMENTATION

DRAFT

EXHIBIT 'A'

RESOLUTION 2004-41

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
TO APPROVE THE SUPPLEMENT TO THE CERTIFIED FINAL ENVIRONMENTAL  
IMPACT REPORT ON THE MARINA HEIGHTS SPECIFIC PLAN/ABRAMS "B"  
HOUSING PROJECT**

**WHEREAS**, on November 25, 2003, the City of Marina City Council certified the Final Environmental Impact Report (EIR) for the Marina Heights Specific Plan/Abrams "B" Housing Project (the "Project"), and

**WHEREAS**, the Marina Heights project involves demolition of 828 abandoned military housing units on a portion of the former Fort Ord historically referred to as Abrams Park and Upper Patton Park. These units would be replaced by 1,050 new residential units. In the adjacent Abrams "B" housing area, 194 existing residential units (192 units currently used as residences, 2 currently used for support purposes) would remain in place. An additional 12 existing transitional housing units operated by Interim, Inc. located between the Specific Plan area and the Abrams "B" area would also remain in place. The Marina Heights Specific Plan (the "Specific Plan") indicates that a 28-acre site (a portion of the landfill for the former Fort Ord) located adjacent to the Specific Plan area would be improved for use as an 18-acre public park, with the remaining 10 acres to be considered as a future school site. Implementation of the Specific Plan would result in the development of 5.85 acres of sub-neighborhood parks, creation of an 8.53-acre Oak Grove Preserve, development of a 12.92-acre greenbelt/linear park approximately 150 feet wide, and additional greenbelt linkages totaling approximately 8.33 acres, and

**WHEREAS**, the EIR evaluated the potential environmental effects associated with the implementation of the Specific Plan. It was intended to "identify the significant effects of the Project on the environment, identify alternatives to the Project, and to indicate the manner in which those significant effects can be mitigated or avoided." The EIR is meant to provide an objective, impartial source of information to be used by the lead agency (the City of Marina), as well as other agencies and the public, in their considerations regarding the adoption, rejection or modification of the Specific Plan as proposed, and

**WHEREAS**, since certification of the EIR, the Marina Coast Water District ("MCWD") issued a Water Supply Assessment and Written Verification of Supply for the Project ("WSA"). This WSA was adopted by the MCWD Board of Directors on December 15, 2003 pursuant to Government Code Section 10910 et. seq. and Government Code Section 66473.7 (b)(1). The WSA includes important information related to the MCWD's assessment of the Project's estimated demand for water, and the MCWD's ability to meet anticipated future water demand within the Specific Plan area and elsewhere in Marina. The WSA intends to supplement the water supply analysis of the EIR, and

**WHEREAS**, City Planning Department staff, in coordination with the environmental consultant that prepared the EIR, Lamphier-Gregory, carefully reviewed the Water Supply Assessment and prepared a Supplement to the EIR pursuant to the California Environmental Quality Act ("CEQA") Guidelines Section 15163, and

**WHEREAS, CEQA provides that a Supplement is a mechanism for incorporating new information in a certified EIR if only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation, and**

**WHEREAS, under CEQA Guidelines Section 15163(c), the Supplement to the EIR was circulated for a 45-day public review period, and responses to all comments received on the Supplement to the EIR during the public review period have been prepared City Planning Department staff, in coordination with the environmental consultant that prepared the EIR, Lamphier-Gregory, and reviewed by the Marina City Council. .**

**NOW THEREFORE, THE CITY OF MARINA CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. The City finds that:**

- 1) Based on values used by MCWD in calculating estimated future water demand for the Water Supply Assessment, MCWD has determined that development of the Marina Heights Specific Plan area as proposed would require an estimated 349.5 acre-feet of water per year, and
- 2) The Marina City Council has approved water demand values that are less than those used by MCWD in developing the water demand estimates presented in the Water Supply Assessment prepared for the Marina Heights Specific Plan, and
- 3) The City Council approved 292.39 acre feet of water per year for the Marina Heights project, and
- 4) The Water Supply Assessment indicates that MCWD can presently provide 349.5 acre-feet of water per year to support development of the Marina Heights Specific Plan area as proposed, and
- 5) The Water Supply Assessment also indicates that, based on currently anticipated water demands and currently available water supplies, if MCWD were to provide 349.5 acre-feet of water per year to support development within the Marina Heights Specific Plan Area as proposed, then MCWD will not be able to provide water service to all of the currently anticipated development in the portion of the City of Marina on the former Fort Ord, and.
- 6) The maximum amount of water which the MCWD may presently serve to City of Marina uses on the former Fort Ord in compliance with its water resource agreements with the County and others relative to Fort Ord lands is 1,175 acre-feet per year, and
- 7) Through conditions of approval, the City of Marina can control the amount of water reserved to support future development within the portion of the former Fort Ord under its jurisdiction, so that the maximum amount of water which the MCWD may presently serve to City of Marina uses on the former Fort Ord (1,175 acre-feet per year) is not exceeded

**Section 2. Pursuant to Section 15163 of the CEQA Guidelines, the City finds that the information contained in the WSA and set forth in the Supplement make necessary some changes or additions to the EIR, but that none of the conditions described in Section 15162 of the CEQA**



Guidelines calling for the preparation of a subsequent EIR have occurred. Consequently, the Supplement is an appropriate method for documenting these changes.

Section 3. The WSA does not involve substantial changes in the Project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects.

Section 4. The WSA does not involve substantial changes with respect to the circumstances under which the Project is undertaken which will require major revisions to the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant environmental effects.

Section 5. The WSA does not provide new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified as complete.

Section 6. The Project will not have one or more significant environmental effects not discussed in the previous EIR.

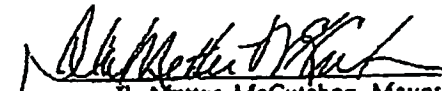
Section 7. Significant environmental effects previously examined will not be substantially more severe than shown in the previous EIR.

Section 8. The WSA does not show that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant environmental effects of the Project.

Section 9. The WSA does not show that mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment.

**BE IT FURTHER RESOLVED**, that the Marina City Council hereby approves the Supplement to the EIR in "EXHIBIT A - SUPPLEMENT TO THE EIR MARINA HEIGHTS SPECIFIC PLAN/ABRAMS "B" HOUSING PROJECT".  
**PASSED, APPROVED, AND ADOPTED** by the Marina City Council at their adjourned meeting on March 3, 2004, by the following vote:

AYES: COUNCIL MEMBERS: Gray, Morrison, McCall, Mayor Mettee-McCutcheon  
NOES: COUNCIL MEMBERS: Delgado  
ABSENT: COUNCIL MEMBERS: None

  
Ila Mettee-McCutcheon, Mayor

ATTEST:  
  
Joy P. Sunfay, City Clerk

**EXHIBIT B**

**LEGAL DESCRIPTION**

DRAFT

LEGAL DESCRIPTION – MARINA HEIGHTS PHASE 3A

SITUATE IN RANCHO LAS SALINAS IN THE CITY OF MARINA

A PORTION OF PARCEL 4 REMAINDER PARCEL AS SHOWN ON THE MAP "TRACT No. 1478, MARINA HEIGHTS PHASE 2" FILED IN VOLUME 23, "CITIES & TOWNS", PAGE 42 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE BOUNDARY OF SAID PARCEL 4 REMAINDER, BEING THE NORTHEASTERLY CORNER OF THE INTERSECTION OF CALIFORNIA AVENUE AND MARINA HEIGHTS DRIVE; THENCE ALONG SAID BOUNDARY,

1) NORTH 28°27'26" EAST, 862.27 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, TANGENTIALLY,

2) ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, THE CENTER OF WHICH BEARS SOUTH 61°32'34" EAST, 1,874.00 FEET, THROUGH A CENTRAL ANGLE OF 3°49'40", AN ARC LENGTH OF 125.19 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, TANGENTIALLY,

3) NORTH 32°17'06" EAST, 177.99 FEET; THENCE CONTINUING ALONG SAID BOUNDARY,

4) SOUTH 57°42'54" EAST, 1,106.95 FEET; THENCE DEPARTING SAID BOUNDARY,

5) SOUTH 32°17'06" WEST, 125.00 FEET; THENCE,

6) SOUTH 57°42'54" EAST, 302.50 FEET; THENCE,

7) SOUTH 32°17'06" WEST, 51.00 FEET; THENCE,

8) NORTH 57°42'54" WEST, 9.50 FEET; THENCE,

9) SOUTH 32°17'06" WEST, 587.24 FEET; THENCE NON-TANGENTIALLY,

10) EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 24°51'45" EAST, 1,189.00 FEET, THROUGH A CENTRAL ANGLE OF 0°27'07", AN ARC LENGTH OF 9.38 FEET; THENCE NON-TANGENTIALLY,

11) SOUTH 24°24'38" WEST, 51.00 FEET; THENCE NON-TANGENTIALLY,

12) WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 24°24'38" EAST, 1,240.00 FEET, THROUGH A CENTRAL ANGLE OF 0°30'03", AN ARC LENGTH OF 10.84 FEET; THENCE NON-TANGENTIALLY,

13) SOUTH 24°54'41" WEST, 120.00 FEET; THENCE NON-TANGENTIALLY,

14) WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 24°54'41" WEST, 1,360.00 FEET, THROUGH A CENTRAL ANGLE OF 0°29'23", AN ARC LENGTH OF 11.62 FEET; THENCE NON-TANGENTIALLY,



15) SOUTH 25°24'04" WEST, 100.00 FEET TO A POINT ON SAID BOUNDARY OF PARCEL 4 REMAINDER PARCEL; THENCE ALONG SAID BOUNDARY, NON-TANGENTIALLY,

16) WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 25°24'04" EAST, 1,460.00 FEET, THROUGH A CENTRAL ANGLE OF 11°35'55", AN ARC LENGTH OF 295.56 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, TANGENTIALLY,

17) NORTH 53°00'01" WEST, 69.36 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, NON-TANGENTIALLY,

18) NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 72°29'41" EAST, 40.00 FEET, THROUGH A CENTRAL ANGLE OF 10°47'13", AN ARC LENGTH OF 7.53 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, TANGENTIALLY,

19) WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 83°16'54" WEST, 65.00 FEET, THROUGH A CENTRAL ANGLE OF 74°14'03", AN ARC LENGTH OF 84.22 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, NON-TANGENTIALLY,

20) WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 36°24'30" WEST, 1,557.50 FEET, THROUGH A CENTRAL ANGLE OF 23°37'46", AN ARC LENGTH OF 642.26 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, TANGENTIALLY,

21) NORTH 77°13'16" WEST, 123.06 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, TANGENTIALLY,

22) WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 12°46'44" EAST, 442.50 FEET, THROUGH A CENTRAL ANGLE OF 15°40'42", AN ARC LENGTH OF 121.09 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, TANGENTIALLY,

23) NORTH 61°32'34" WEST, 47.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 32.64 ACRES, MORE OR LESS.



9/13/19



# TABLE OF COURSES

	ANGLE	RADIUS	LENGTH
C1	0°27'07"	1,189.00'	9.38
C2	0°30'03"	1,240.00'	10.84
C3	0°29'23"	1,360.00'	11.62

	BEARING	DISTANCE
L1	S 24°24'38" E	51.00'
L2	S 24°54'41" E	120.00'
L3	S 25°24'04" E	100.00'



SCALE: 1" = 250'

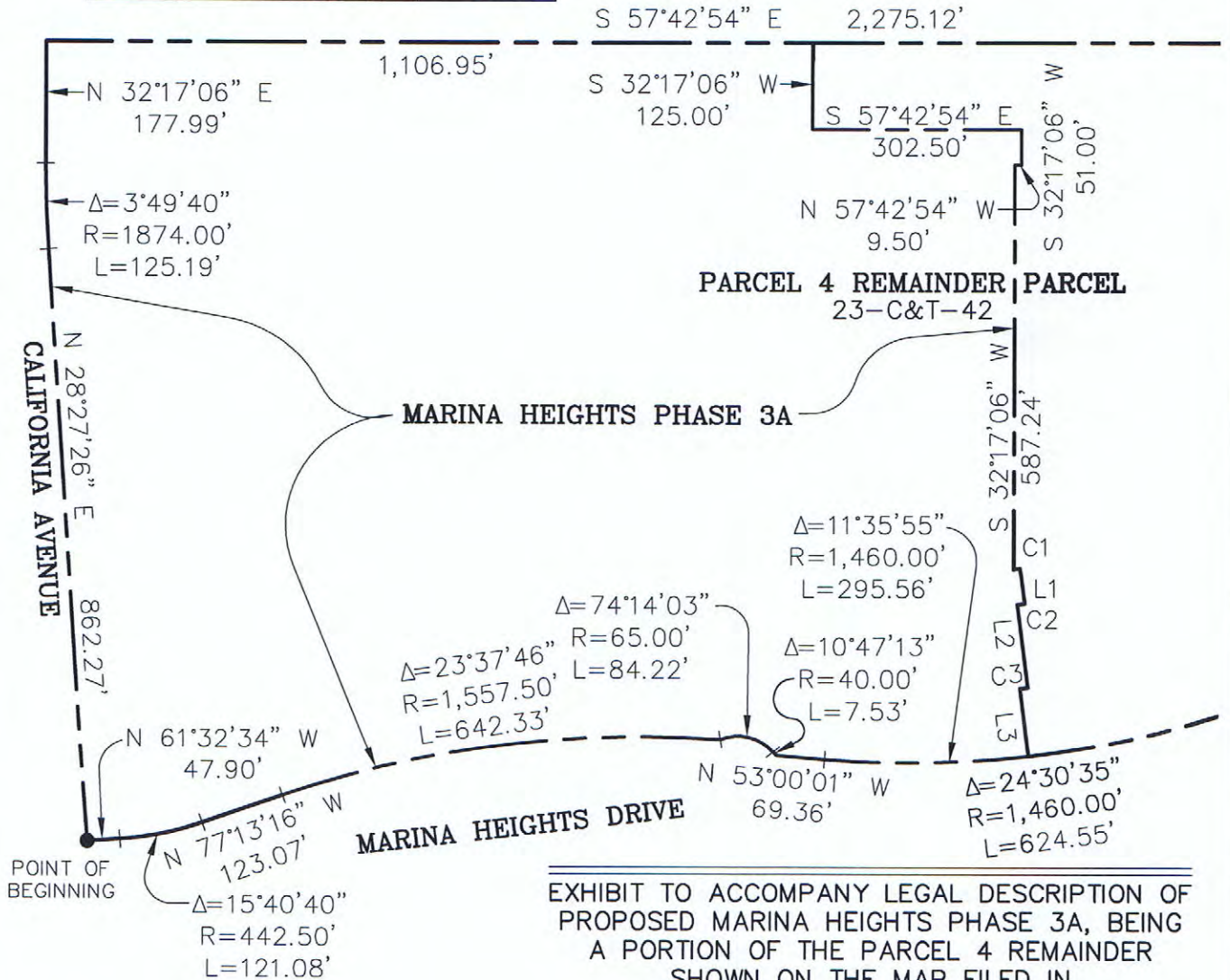


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF  
 PROPOSED MARINA HEIGHTS PHASE 3A, BEING  
 A PORTION OF THE PARCEL 4 REMAINDER  
 SHOWN ON THE MAP FILED IN  
 VOLUME 23, "CITIES & TOWNS", PAGE 42  
 OFFICIAL RECORDS OF MONTEREY COUNTY

CITY OF MARINA COUNTY OF MONTEREY STATE OF CALIFORNIA

BY  
**CENTRAL COAST SURVEYORS**

5 HARRIS COURT, SUITE N-11 MONTEREY, CALIFORNIA 93940  
 Phone: (831) 394-4930 Fax: (831) 394-4931

SCALE: 1" = 250' JOB No. 15-91 SEPTEMBER 2019

PREPARER: DRZ

**NOTE:**

ALL DISTANCES SHOWN HEREON ARE  
 EXPRESSED IN FEET AND DECIMALS THEREOF.

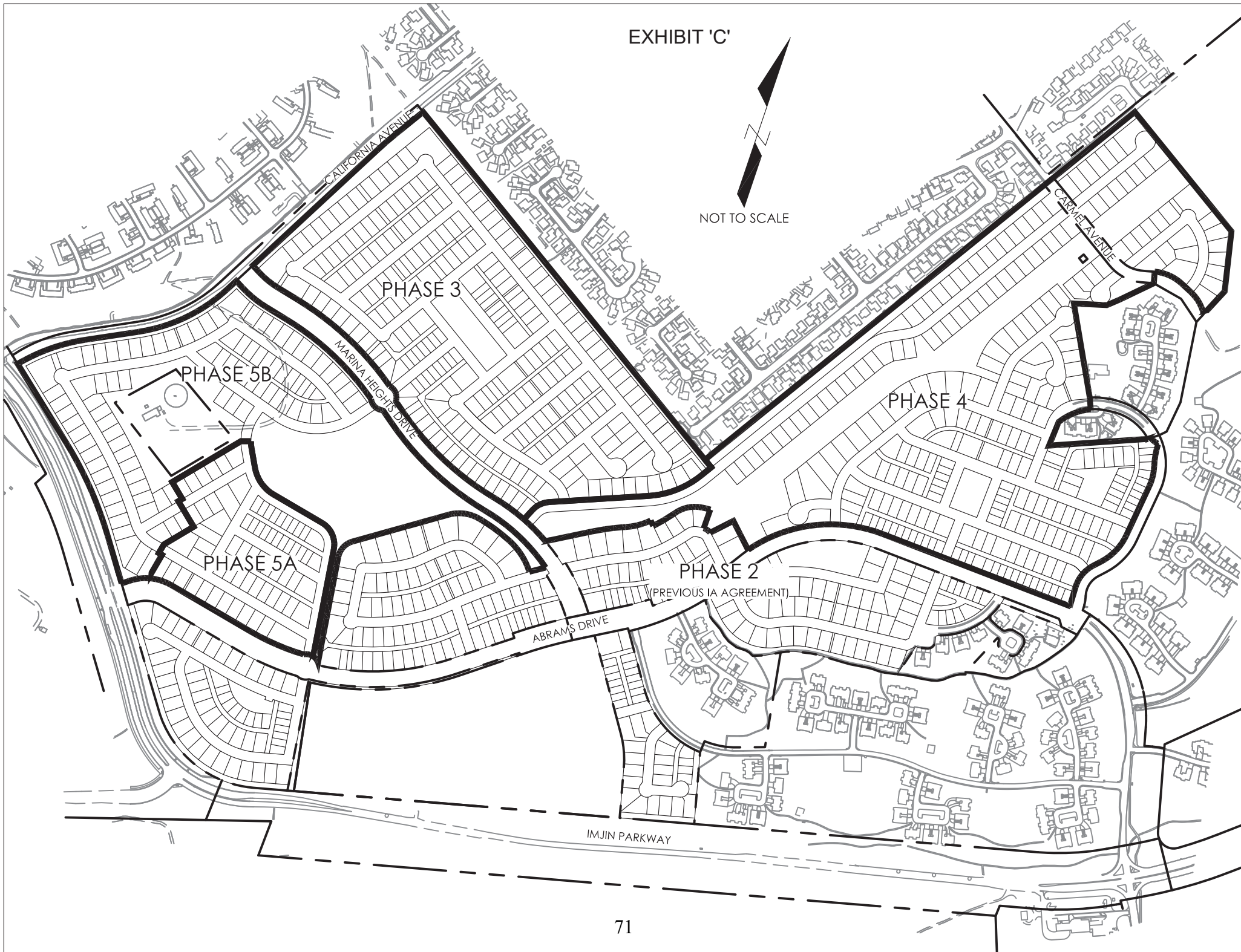
**EXHIBIT C**

**MAP OF DEVELOPMENT**

DRAFT

EXHIBIT 'C'

NOT TO SCALE





## EXHIBIT D

# INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

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

- a. The Developer shall require every Contractor to certify that it and all of its subcontractors are aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of any work under this Agreement.
- b. The Developer shall require every Contractor and all sub-contractors to insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.
- c. The Contractor shall provide employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.

### 2. Definitions – For purposes of this Exhibit, the following terms shall have the following respective meanings:

**“Claim”** - shall be used collectively to refer to and include any and all claims, demands, causes of action, damages, costs, attorneys’ fees, expert fees, court costs, expenses, penalties, losses or liabilities, in law or in equity, of every kind and nature whatsoever.

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

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



governmental law or regulation, compliance with which is the responsibility of the Contractor;

- c. Any claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any indemnitee may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations to the Developer for work to be performed under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, expert fees, and court costs, incurred by an indemnitee in any lawsuit to which the indemnitee is a party.
- d. Contractor acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Contractor under this Agreement shall specifically include any claim involving, arising out of or related to MEC.

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

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

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

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

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

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

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

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

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

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

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

1. The District, its directors, officers, employees, or authorized volunteers are to be given insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractors; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the District, its directors, officers, employees, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, or authorized volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the District.

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

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

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

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

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

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

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

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

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

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

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

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

Marina Coast Water District

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

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

DRAFT

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-B

Meeting Date: November 16, 2020

Prepared By: Patrick Breen

Approved By: Keith Van Der Maaten

Agenda Title: Consider Adoption of Resolution No. 2020-65 to Approve a Professional Services Agreement with The Paul Davis Partnership for Architectural Services for Tenant Improvements at 920 Second Avenue

Staff Recommendation: The Board of Directors is requested to consider:

1. Adoption of Resolution No. 2020-65 to Approve a Professional Services Agreement with The Paul Davis Partnership (PDP) for a total not-to-exceed amount of \$79,640 for Design and Architectural Services for Tenant Improvements at 920 Second Avenue, and;
2. Authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

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.*

In 2010, the Marina Coast Water District acquired property at 920 Second Avenue and constructed a 15,000 square foot office building. The building was constructed with two separate suites (A&B) with the 9,000 square foot Suite A being completed for occupancy while the 6,000 square foot Suite B was only constructed to what is referred to as a “warm shell”. A “warm shell” means the structure was completed, the heating and ventilation system was installed, the walls were insulated, and the bathrooms were completed but without sheet rock, flooring, interior walls, or other finishes.

The Paul Davis Partnership was the architect for 920 Second Avenue and 940 Second Avenue which are both owned by the District.

The District previously rented Suite A to the former Ft. Ord Reuse Authority while Suite B was rented to an architectural firm working on the Veteran’s Administration’s Major General William H. Gourley VA-DoD outpatient Clinic located on 9<sup>th</sup> Street in Marina. The architect for the VA-DoD clinic only utilized the space intermittently to facilitate design charrettes.

This proposal from the Paul Davis Partnership is for architectural services to complete the design, permitting, and construction documents necessary to bid the construction to complete the interior of Suite B to house District staff.

The attached proposed scope includes design development, construction document development, services necessary to obtain an approved building permit, bidding support, and construction administration services for a fixed fee of \$72,400.

Staff is also recommending a contingency of 10% of the fixed fee for a not-to exceed (without Board approval) amount of \$79, 640.

Environmental Review Compliance: None required.

Financial Impact:  Yes  No Funding Source/Recap: Funding for this work is included in the 2020/2021 Capital Improvement Project Budget (CIP WD-0106 – Corp Yard Demolition and Rehab)

Other considerations: The Board can decide to approve the contract with the PDP, or reject the PDP proposal and advertise for professional services.

Material Included for Information/Consideration: Resolution No. 2020-65; and, PDP Proposal with Scope of Work.

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

---

Board Action

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

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

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

November 16, 2020

Resolution No. 2020-65  
Resolution of the Board of Directors  
Marina Coast Water District

Approving a Professional Services Agreement with The Paul Davis Partnership  
for a Total Not-to-Exceed Amount of \$79,640 for Design and Architectural Services  
for Tenant Improvements at 920 Second Avenue

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on November 16, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, in 2010, MCWD acquired property at 920 Second Avenue and constructed a 15,000 square foot office building designed by the Paul Davis Partnership architectural firm; and,

WHEREAS, only 9,000 square feet of the building was completed for occupancy; and,

WHEREAS, MCWD intends to occupy the entire 15,000 square feet of 920 Second Avenue for District staff; and,

WHEREAS, staff solicited a proposal from the Paul Davis Partnership to provide architectural services to complete the design for improvements necessary to house District staff; and,

WHEREAS, the Paul Davis Partnership is the architect for 920 Second Avenue and retains the drawings, records and documents for 920 Second Avenue; and District staff believes that the monetary resource proposed herein is reasonable given the complexities of the work.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to execute a Professional Services Agreement with the Paul Davis Partnership for architectural services for the completion of 920 Second Avenue and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution, the total dollar amount not-to-exceed \$79,640.

PASSED AND ADOPTED on November 16, 2020 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

\_\_\_\_\_  
Thomas P. Moore, President

ATTEST:

\_\_\_\_\_  
Keith Van Der Maaten, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-65 adopted November 16, 2020.

\_\_\_\_\_  
Keith Van Der Maaten, Secretary





October 29, 2020

Patrick Breen  
Water Resources Manager  
Marina Coast Water District  
11 Reservation Road  
Marina, Ca 93933

Dear Patrick,

Our firm is looking forward to assisting the Marina Coast Water District in your use of the former FORA office space as well as the build-out of the remainder of the building for the District's new offices. We have prepared an initial space planning phase to finalize the floor plan. Based your input, we propose the following scope of work and fee proposal thru construction.

**Basic Services**

**1.0 SPACE PLANNING - Complete**

**2.0 DESIGN DEVELOPMENT**

2.1 Based on MCWD review of the space plan, PDP will refine the design for final approval. A final plan with typical furniture layouts and equipment will be developed for final review and approval.

**Fee: PDP \$1,500**

**3.0 CONSTRUCTION DOCUMENTS & BUILDING PERMIT**

3.1 The PDP design team will meet to establish work tasks and identify information required from others to complete construction documents.

3.2 The design team will prepare construction documents based on the approved Design Development package, including required information that establishes the quality levels of materials and systems required for the project.

3.3 PDP will assist MCWD with flooring and paint color selections.

3.3 PDP and MCWD staff will meet as required to review the progress of construction documents.

3.4 Upon review and completion of any necessary changes, the design team will be authorized to move forward to the submittal of a building permit application.

3.4 Plan Check/ Building Permit – The design team will work with the City of Marina’s Building department to obtain the permits required for construction based on meeting the requirements of appropriate codes and regulations.

<b>Fee:</b>	<b>PDP</b>	<b>\$28,500</b>
	<b>Mechanical Engineer</b>	<b>\$10,560</b>
	<b>Electrical Engineer</b>	<b>\$ 6,900</b>
	<b>Structural Engineer</b>	<b>\$ 2,500 (if required)</b>
		<b>\$48,460</b>

#### 4.0 BIDDING

4.1 Provide interpretive services and handle procedures and documentation during bidding.

4.2 The design team will assist the District during bidding by holding a pre-bid meeting, answer bidder’s questions and issuing addenda as necessary. PDP to attend the bid opening and to assist the County in reviewing the bids submitted and to determine the lowest responsible bidder.

<b>Fee:</b>	<b>PDP</b>	<b>\$3,000</b>
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#### 5.0 CONSTRUCTION ADMINISTRATION

5.1 PDP’s responsibility to provide Basic Services for the Construction Administration Phase begins with the beginning of construction activity and terminates at the issuance to the Owner of the Certificate of Occupancy.

4.2 PDP will be a representative of, advise, and consult with MCWD staff during construction.

4.3 PDP shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contracts’ work and to determine if the work is proceeding in general accordance with the Contract Documents. Our scope does not allow for detailed inspections or to provide exhaustive or continuous project review and observation services. PDP does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. PDP will attend construction meetings/site visits on a bi-weekly basis.

4.4 PDP will provide written answers to contractor’s RFI’s within 3 days after receipt.

4.5 PDP will review the Contractor’s submittals for design compliance. Contractor shall send all required submittals directly to PDP for review and a copy the CHOMP. PDP shall review Contractor submittals pertaining to items such as shop drawings, product data, samples, and other data for the limited purpose of checking for general conformance with the design concept and the information expressed in the Contract Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of

the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. PDP's review shall be conducted within 5 days.


- 4.6 PDP will provide clarification of the documents, respond to MCWD's and Contractor inquiries, document any revisions, and prepare Architect's Supplemental Instructions and Change Orders.
- 4.7 The Architect will review Contractor's payment applications prior to MCWD's processing procedures.
- 4.8 Assist MCWD during the construction contract completion process
- 4.9 PDP will provide a substantial completion punch list for MCWD and Contractor to review and execute. Once the conditions for the substantial completion punch list are met, we will perform a final punch list walk.

<b>Fee:</b>	<b>PDP</b>	<b>\$15,000</b>
	<b>Mechanical Engineer</b>	<b>\$ 2,640</b>
	<b><u>Electrical Engineer</u></b>	<b><u>\$ 1,800</u></b>
		<b>\$19,440</b>

**Total Fixed Fee** **\$72.400**

**Services Not Included**

BIM  
Hazardous Materials testing & mitigation  
Commissioning



Paul W. Davis  
Architect

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-C

Meeting Date: November 16, 2020

Prepared By: Keith Van Der Maaten

Approved By: Keith Van Der Maaten

Agenda Title: Consider Referring the Hiring of Interim General Manager to an Ad Hoc Committee

Staff Recommendation: Staff recommends that the Board refer the matter of hiring an interim General Manager to an Ad Hoc Committee to make recommendation for the Board.

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.*

On October 27, 2020, the General Manager turned in his resignation and his last day with the District will be December 18, 2020. At a special meeting on November 4, 2020, the Board authorized staff to distribute Request for Proposals to hire an executive recruiting firm to help select a new General Manager. It is expected the process to hire a permanent General Manager could take up to six months; therefore, it would be beneficial to designate an interim General Manager until a permanent General Manager is brought on-board.

Discussion/Analysis: The Board may select an existing employee or seek an outside candidate to serve as interim General Manager. Due to the need to still identify all possible and interested internal and external candidates, and to have the opportunity to negotiate a payrate and starting date to serve as the interim General Manager, it is recommended that the Board refer this matter to an Ad Hoc Committee to make a selection and recommendation of an interim General Manager to the Board.

It is recommended that within the next three weeks, the Ad Hoc Committee solicit letters of interest from existing employees as well as any outside candidates that are known to be immediately interested and available, interview each candidate, make a selection, negotiate a pay rate (and possibly other terms), and determine a final recommendation for the Board. A special meeting of the Board would be setup as soon as possible to appoint the interim General Manager, preferably the week of December 7.

Environmental Review Compliance: None required.

Other Considerations: The Board may consider making a selection of an interim General Manager at this meeting instead of referring it to the Ad Hoc Committee. In this case, it is unknown if the selected candidate would have payrate demands or other matters that need to be negotiated before accepting the position, so it is possible that the Board's selection would not work out and we would need to come back to the Board to re-start this process.

Material Included for Information/Consideration: None.

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

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Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

# **Staff Reports**

Marina Coast Water District  
Staff Report

Agenda Item: 11-A

Meeting Date: November 16, 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:

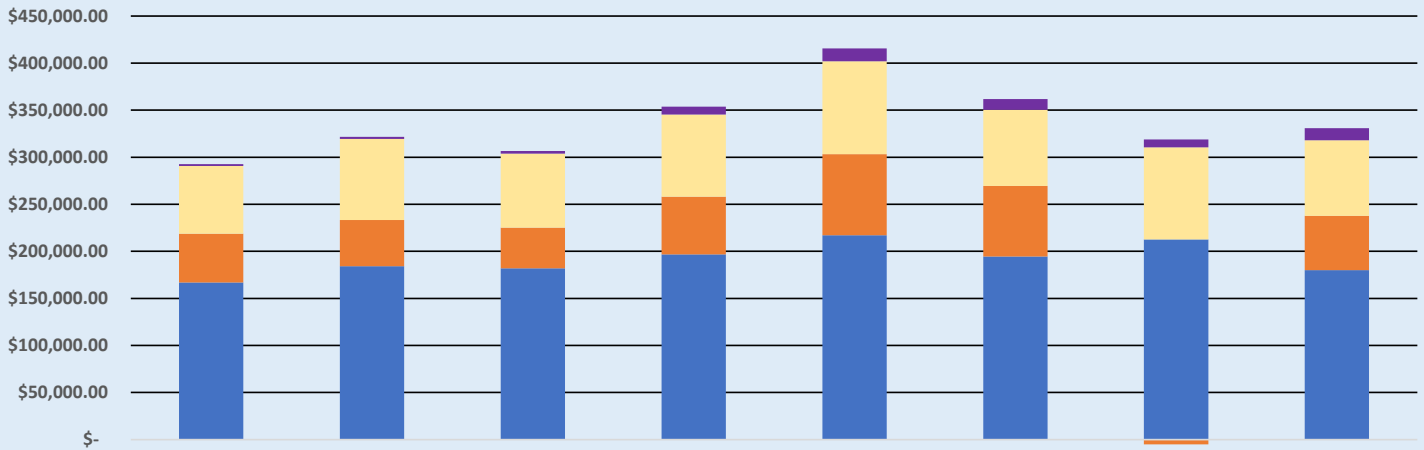
- Monthly revenues for the months during the pandemic
- Customer accounts aging information including changes from month to month
- Monthly customer payments comparison for the months March through October of 2019 and 2020

Water revenue for both Central Marina and the Ord Community steadily increased through July but decreased somewhat in the month of August. In September, Central Marina water revenue decreased due to credits issued for billing corrections. From July through October in the Ord Community, there seems to be a pattern of up and down each month.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic \$143,830 and \$249,482, 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 have caused the increases such the payment delay from Monterey Bay Military Housing and a growing customer base.

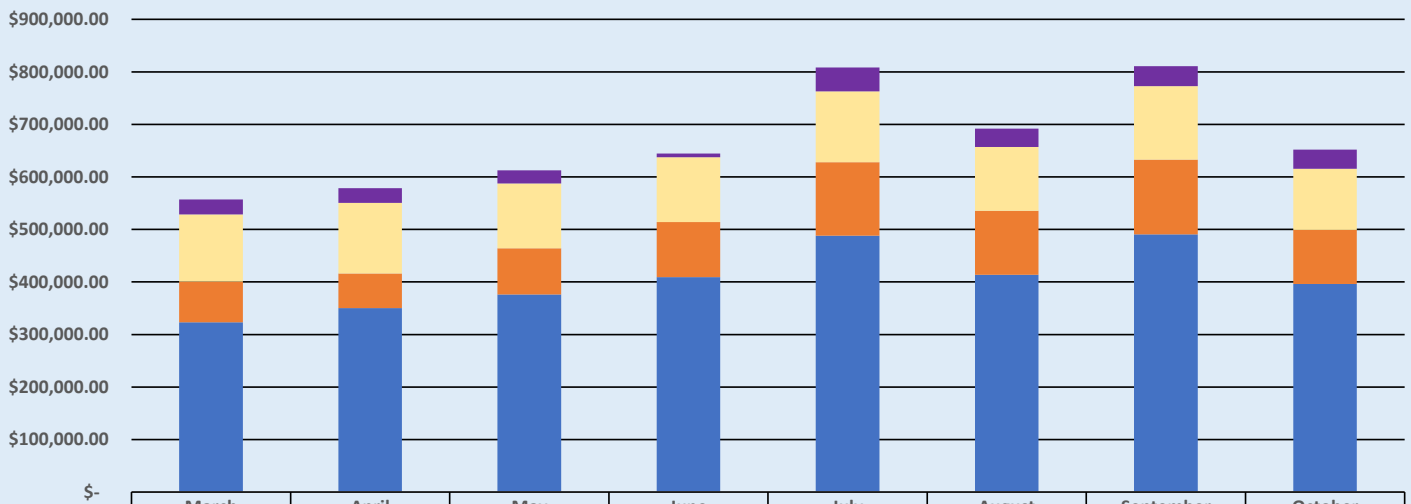
Customer payments for both Central Marina have increased in 2020 from 2019 for the months of March through October \$37,679 and \$228,327, respectively during the pandemic.

### Central Marina Water Revenues March 1, 2020 - October 31, 2020



	March	April	May	June	July	August	September	October
Government	\$2,082.69	\$2,199.53	\$2,681.08	\$8,375.25	\$13,586.13	\$11,344.27	\$8,345.98	\$12,749.96
Multiples	\$71,831.26	\$86,182.79	\$78,597.85	\$87,366.97	\$98,755.54	\$80,699.32	\$97,683.09	\$80,338.00
Business	\$51,839.34	\$49,101.90	\$43,414.04	\$61,302.08	\$86,073.91	\$75,076.74	\$(5,140.09)	\$57,617.31
Residential	\$166,956.53	\$184,263.74	\$181,864.34	\$196,780.25	\$217,199.72	\$194,559.93	\$212,776.78	\$180,109.42

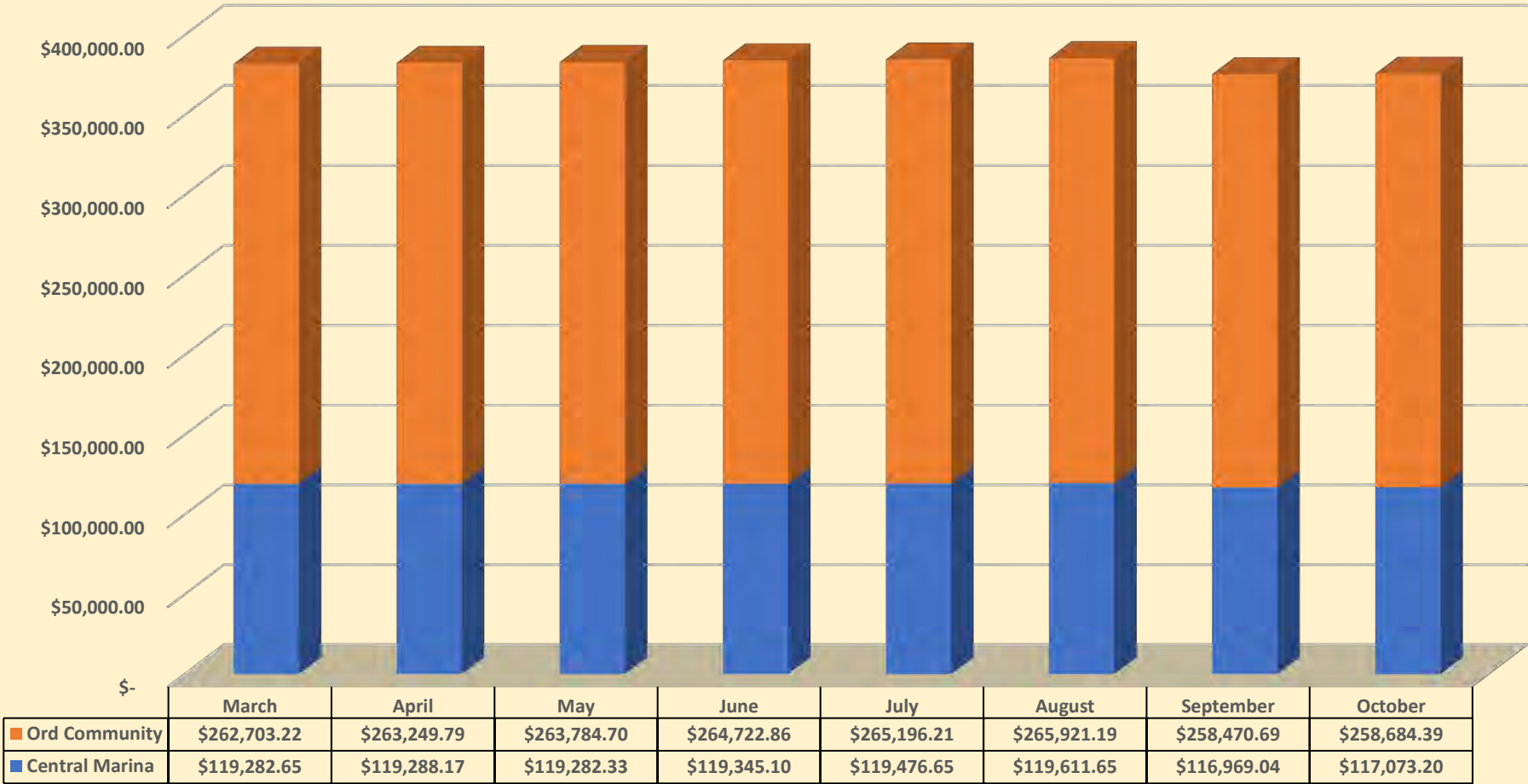
### Ord Community Water Revenues March 1, 2020 - October 31, 2020



	March	April	May	June	July	August	September	October
Government	\$28,705.32	\$28,205.14	\$24,812.12	\$7,117.78	\$45,626.05	\$34,741.52	\$38,048.94	\$36,498.97
Multiples	\$127,466.37	\$134,402.07	\$123,469.80	\$123,338.62	\$134,837.97	\$121,642.40	\$140,171.48	\$116,289.72
Business	\$77,760.83	\$66,012.14	\$88,048.44	\$104,917.17	\$139,750.23	\$121,974.19	\$141,890.02	\$103,252.88
Residential	\$323,154.92	\$350,068.79	\$375,972.19	\$409,233.62	\$488,106.15	\$413,442.67	\$490,842.88	\$396,034.11



**MCWD Sewer Revenues**  
**March 1, 2020 - October 31, 2020**



**MARINA COAST WATER DISTRICT  
CUSTOMER ACCOUNTS AGING REPORT  
March 9, 2020 - November 9, 2020**

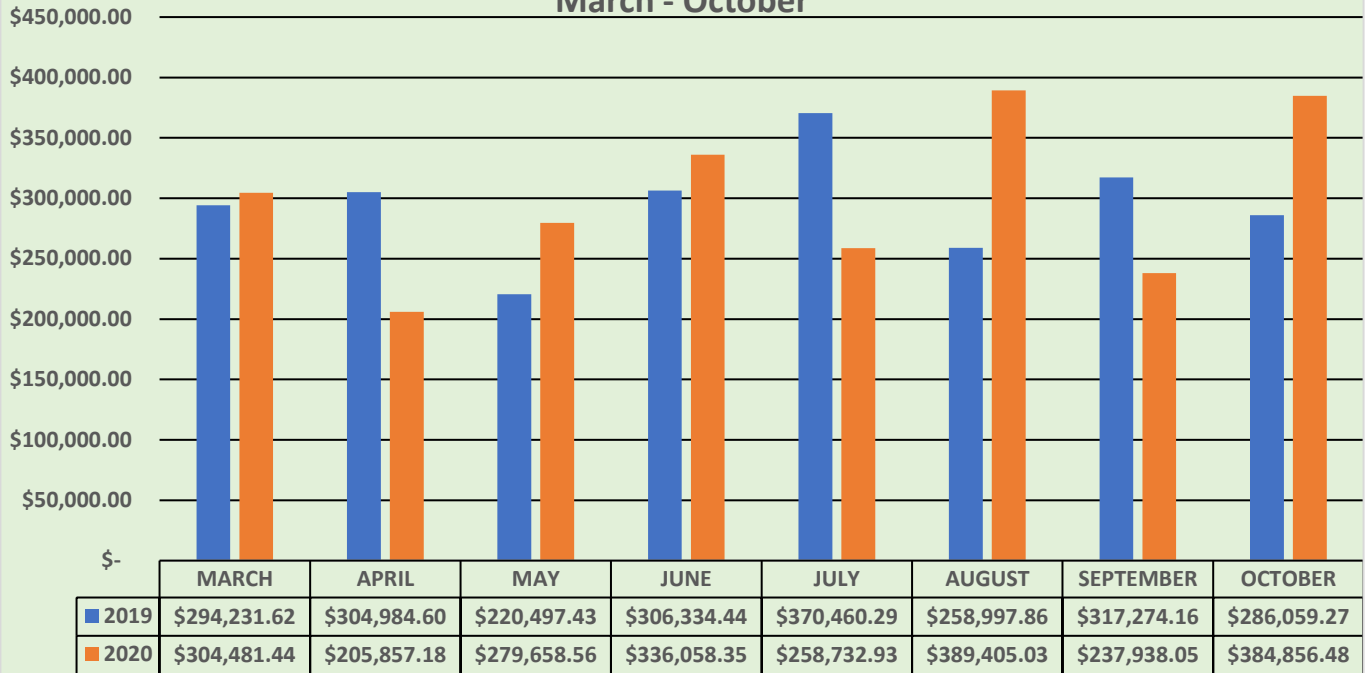
**Central Marina**

<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>
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
9/9/2020	\$ 43,548.42	\$ 24,815.16	\$ 24,374.86	\$ 57,567.51	\$ 150,305.95
10/9/2020	\$ 29,226.84	\$ 28,373.54	\$ 20,949.76	\$ 75,844.87	\$ 154,395.01
11/9/2020	\$ 70,822.42	\$ 16,122.69	\$ 19,815.89	\$ 82,391.92	\$ 189,152.92
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%
September Change	\$ (1,505.82)	\$ (5,131.39)	\$ 5,923.39	\$ 11,580.63	\$ 10,866.81
%	-5%	-18%	28%	15%	7%
October Change	\$ (14,321.58)	\$ 3,558.38	\$ (3,425.10)	\$ 18,277.36	\$ 4,089.06
%	-49%	13%	-16%	24%	3%
November Change	\$ 41,595.58	\$ (12,250.85)	\$ (1,133.87)	\$ 6,547.05	\$ 34,757.91
%	59%	-76%	-6%	8%	18%

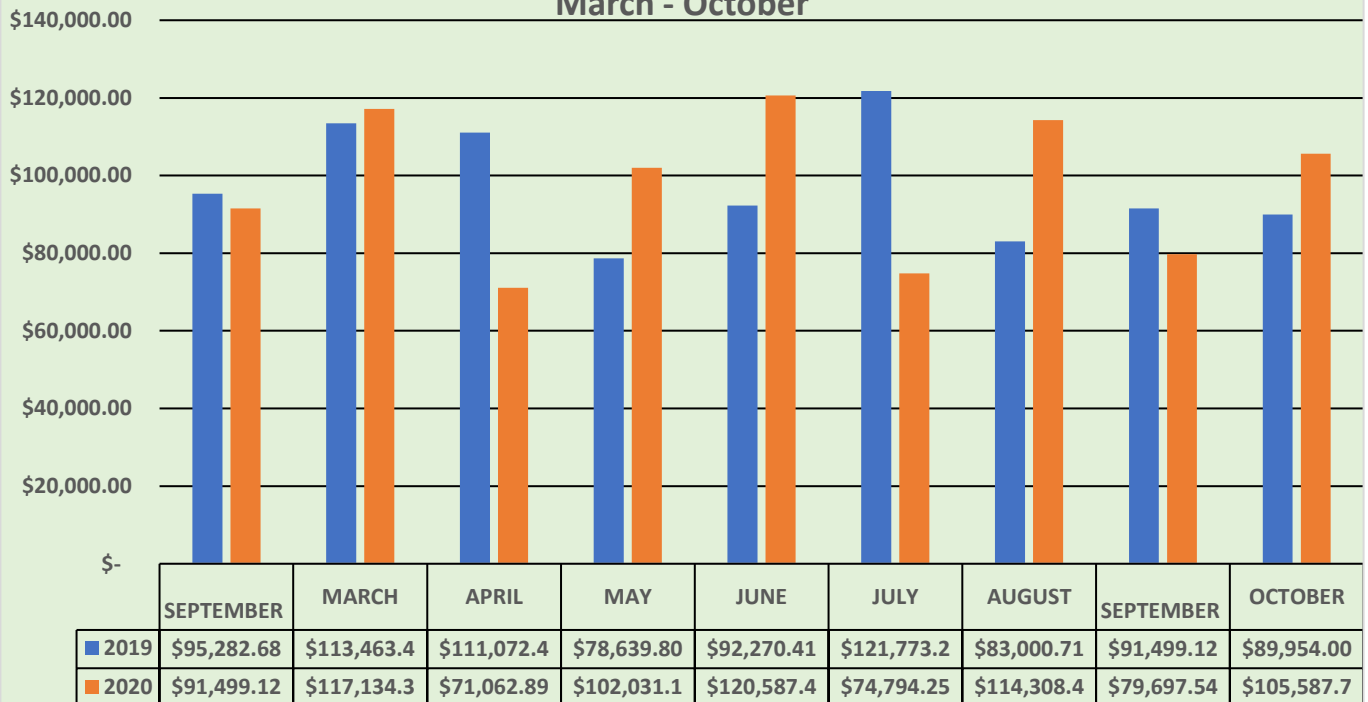
**Ord Community**

<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>
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
9/9/2020	\$ 289,279.76	\$ 47,257.11	\$ 26,094.02	\$ 882,409.83	\$ 1,245,040.72
10/9/2020	\$ 93,320.29	\$ 47,082.34	\$ 33,515.20	\$ 898,474.92	\$ 1,072,392.75
11/9/2020	\$ 115,739.57	\$ 61,127.13	\$ 33,281.67	\$ 920,152.71	\$ 1,130,301.08
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 Change	\$ 37,507.55	\$ 2,712.68	\$ 7,849.53	\$ 14,623.65	\$ 62,693.41
%	51%	7%	35%	2%	6%
September Change	\$ 178,616.84	\$ 8,088.86	\$ (4,260.42)	\$ 21,024.90	\$ 203,470.18
%	191%	17%	-13%	2%	19%
October Change	\$ (195,959.47)	\$ (174.77)	\$ 7,421.18	\$ 16,065.09	\$ (172,647.97)
%	-210%	0%	22%	2%	-16%
November Change	\$ 22,419.28	\$ 14,044.79	\$ (233.53)	\$ 21,677.79	\$ 57,908.33
%	19%	23%	-1%	2%	5%

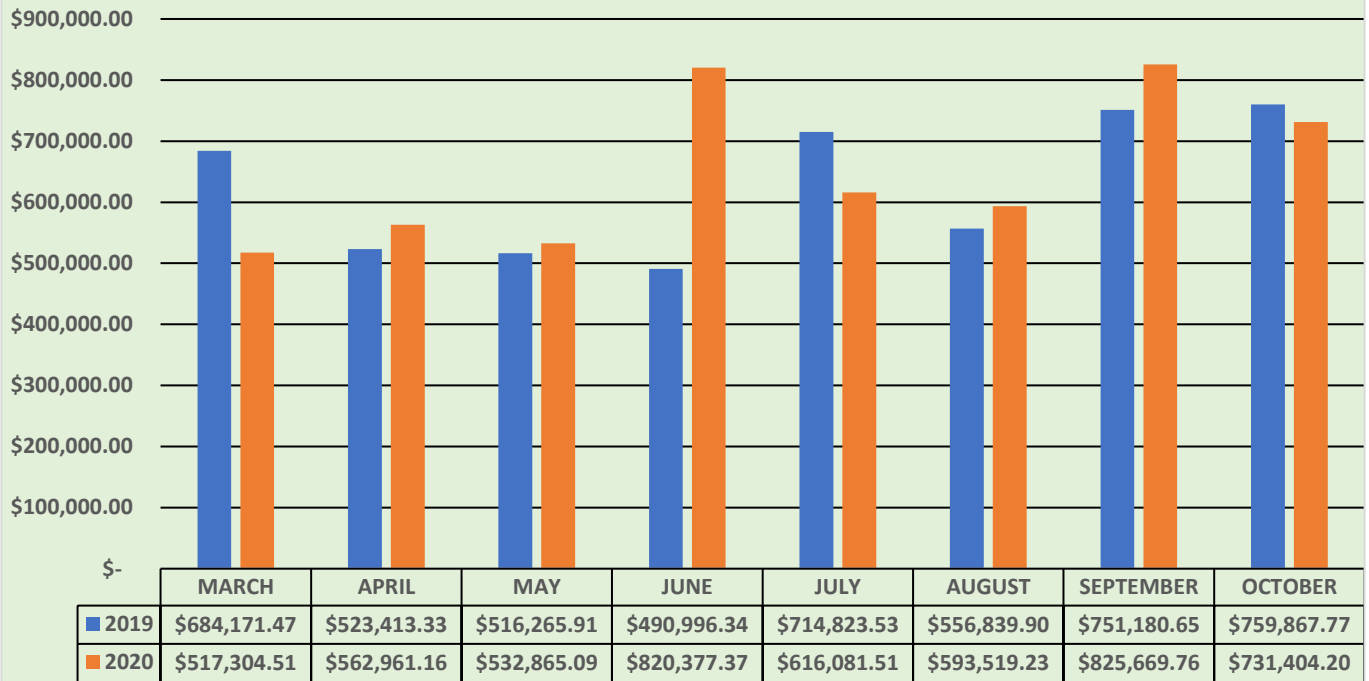
### Central Marina Monthly Water Customer Payments March - October



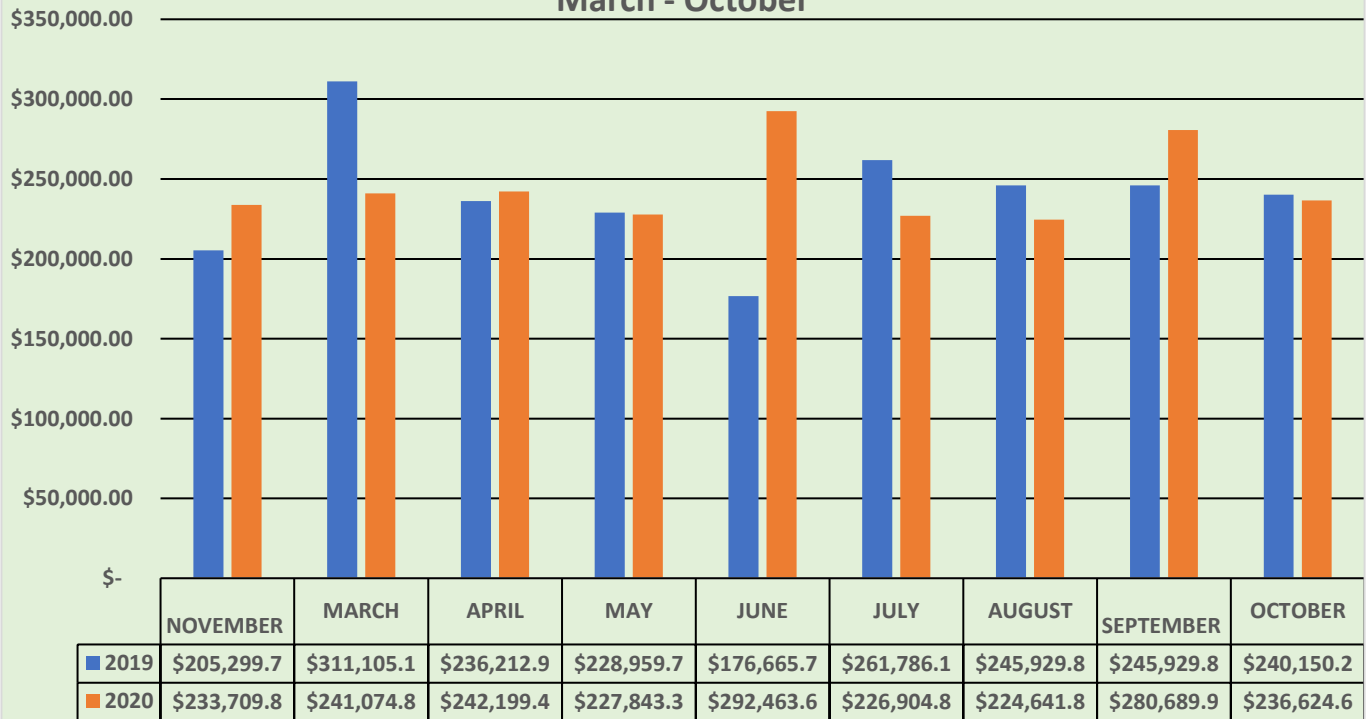
### Central Marina Monthly Sewer Customer Payments March - October



### Ord Community Monthly Water Customer Payments March - October



### Ord Community Monthly Sewer Customer Payments March - October



Marina Coast Water District  
Staff Report

Agenda Item: 11-B

Meeting Date: November 16, 2020

Prepared By: Michael Wegley

Approved By: Keith Van Der Maaten

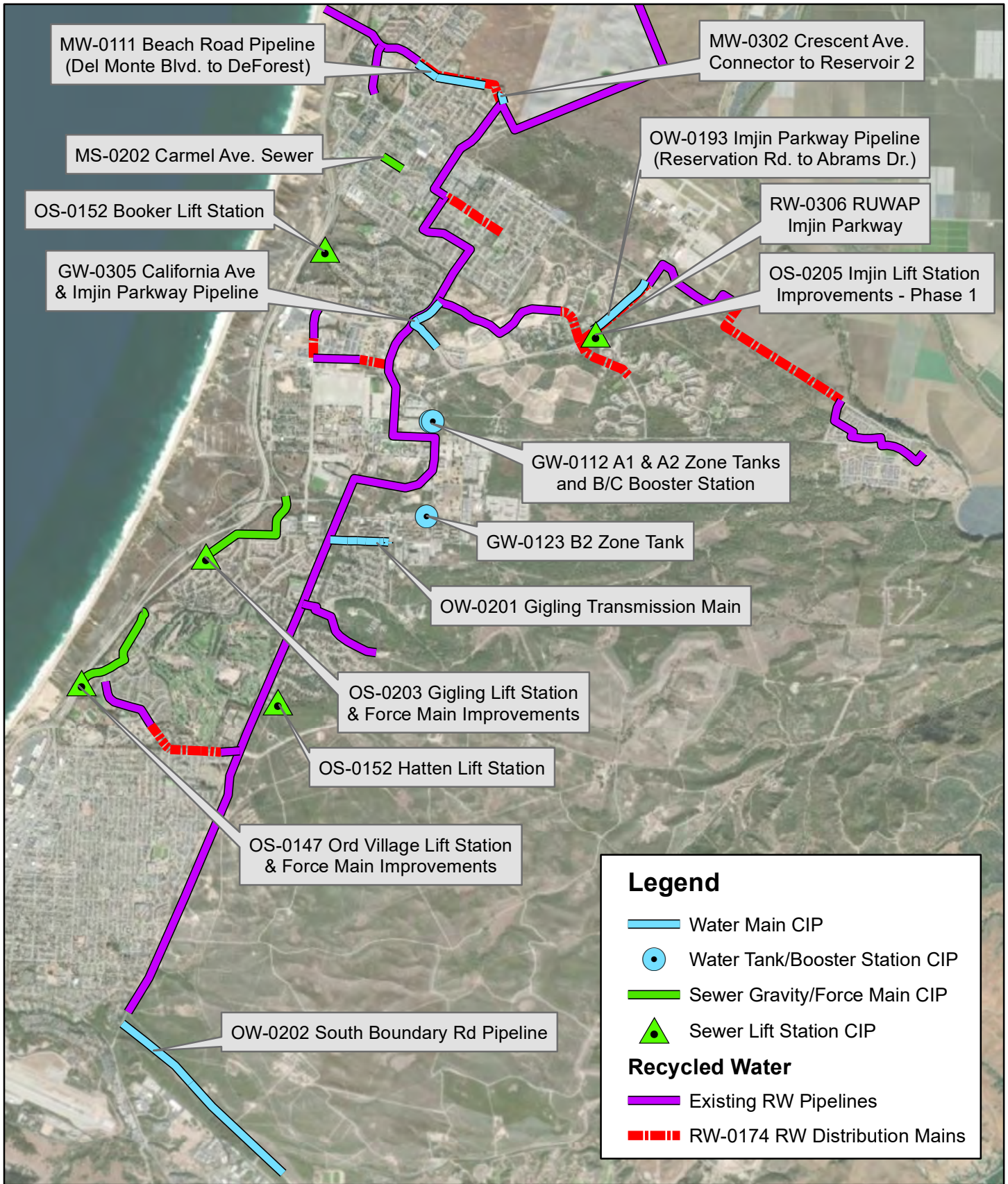
Agenda Title: Receive a Report on Current Capital Improvement Projects

Staff Recommendation: The Board of Directors is requested to receive a report on current capital improvement projects.

Background: *5-Year 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 2020-21 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 2020-21 Capital Improvement Projects to assist with the report.



MW-0111 Beach Road Pipeline  
(Del Monte Blvd. to DeForest)

MW-0302 Crescent Ave.  
Connector to Reservoir 2

MS-0202 Carmel Ave. Sewer

OW-0193 Imjin Parkway Pipeline  
(Reservation Rd. to Abrams Dr.)

OS-0152 Booker Lift Station

RW-0306 RUWAP  
Imjin Parkway

GW-0305 California Ave  
& Imjin Parkway Pipeline

OS-0205 Imjin Lift Station  
Improvements - Phase 1

GW-0112 A1 & A2 Zone Tanks  
and B/C Booster Station

GW-0123 B2 Zone Tank

OW-0201 Gigling Transmission Main

OS-0203 Gigling Lift Station  
& Force Main Improvements

OS-0152 Hatten Lift Station

OS-0147 Ord Village Lift Station  
& Force Main Improvements

OW-0202 South Boundary Rd Pipeline

## 2020-2021 Capital Improvement Projects



Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

1" = 5,000'  
(1:60,000)



AJR / March 2020



Project No.	Title	Description	Justification	Status
MW-0302	Crescent Ave Connector to Reservoir 2	New 12" pvc pipeline in Beach Road from Reservoir 2 to Crescent Ave.	Addresses 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.	Addresses 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-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 95% 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.	Notice to Proceed 8/17/20. 180 days for construction. Project is 65% complete.
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 90% plans to CSUMB for review and comment. Schedule is for bid set plans by January. 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.
GW-0311	Repair and Recoat the Intermediate Tank	Existing 170,000 Gal Steel Tank North of Schoonover Park	Replacement of isolation valves, recoat the interior of the tank and repaint the exterior.	Design and construction this fiscal year.
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.	In progress, approximately 15% complete.
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. Project is 25% complete.



Marina Coast Water District  
Staff Report

Agenda Item: 11-C

Meeting Date: November 16, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: 3<sup>rd</sup> Quarter 2020 District Water Consumption Report

Summary: The Board of Directors is requested to receive the 3<sup>rd</sup> 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 3<sup>rd</sup> quarter of 2020 (July, August, September) in Marina was 0.20” inches. Monthly rainfall amounts received this calendar year to date have been lower than the historical average. Only 78% (8.24”) of normal rainfall (10.53”) has been received since January, and 53% (0.20”) of normal rainfall (0.38”) has been received for the Rain Year (last two months).
- The third quarter measured evapotranspiration rate in South Salinas was 16.3” inches. This measurement was 0.34” inches below the historic quarterly average reading of 16.64 “ inches. This reading is much closer to the historical quarterly average, unlike the last quarter that was 10% higher than average and the highest 2<sup>nd</sup> quarter recording by staff in 15 years.



## Marina Coast Water District

### 10 Year Annual Consumption as of September 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 09/30/2020 2020 Consumption	Water Allocation	9 months Water Allocation	% of Allocation Used
<b>Boundary: Central Marina</b>													
Central Marina	1,619.58	1,684.30	1,696.33	1,599.61	1,389.33	1,327.55	1,351.07	1,404.91	1,315.43	1,051.26			
East Ridge	10.34	10.67	11.03	10.15	8.16	7.92	8.04	8.18	9.30	6.76			
MarinaConstruction	-	-	-	-	-	-	-	-	3.33	0.11			
MB Estates II	13.00	13.67	14.48	12.27	9.74	9.40	9.61	10.66	9.10	7.50			
MB Estates III	3.99	5.29	4.47	3.86	3.17	2.73	2.95	3.46	4.00	3.17			
Sea Breeze	9.76	10.65	11.24	10.27	9.02	8.81	8.80	8.91	7.92	6.47			
<b>Total Central Marina</b>	<b>1,656.67</b>	<b>1,724.57</b>	<b>1,737.56</b>	<b>1,636.16</b>	<b>1,419.42</b>	<b>1,356.41</b>	<b>1,380.47</b>	<b>1,436.12</b>	<b>1,349.08</b>	<b>1,075.26</b>			
<b>Boundary: FOArmy</b>													
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	16.96			
ArmyConstruction	0.13	-	-	-	-	-	-	-	-	-			
Fitch Park	78.02	70.23	80.05	66.31	60.20	56.97	97.06	101.43	103.71	78.91			
Hayes Park	78.31	74.79	77.32	71.18	53.40	46.78	53.24	59.12	53.65	39.68			
Marshall Park	-	-	-	-	-	-	5.66	56.31	59.42	42.83			
Ord Kidney	83.39	95.54	104.17	80.47	71.44	70.02	70.14	83.27	108.33	97.35			
Stilwell Park	0.82	26.65	44.01	28.44	33.74	23.91	21.47	32.21	50.33	35.53			
<b>Total FOArmy</b>	<b>686.58</b>	<b>669.01</b>	<b>710.07</b>	<b>470.00</b>	<b>443.97</b>	<b>447.37</b>	<b>463.02</b>	<b>411.08</b>	<b>413.28</b>	<b>311.48</b>	<b>1,577.00</b>	<b>1,182.75</b>	<b>26.33%</b>
<b>Boundary: FOCounty</b>													
County	5.93	5.35	9.75	3.00	3.17	5.40	8.78	4.91	7.24	0.88			
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	168.59			
<b>Total FOCounty</b>	<b>11.38</b>	<b>9.85</b>	<b>15.89</b>	<b>38.21</b>	<b>74.79</b>	<b>72.00</b>	<b>145.68</b>	<b>181.32</b>	<b>209.43</b>	<b>169.47</b>	<b>710.00</b>	<b>532.50</b>	<b>31.83%</b>
<b>Boundary: FOCSUMB</b>													
CSUMB	150.28	156.05	176.63	152.68	104.04	97.61	128.61	130.90	113.71	63.62			
Frederick Park	109.95	93.13	93.21	63.02	65.91	67.34	63.52	56.50	42.83	23.31			
Schoonover I	140.73	127.43	123.49	105.32	102.44	97.96	98.39	103.86	99.17	74.88			
Schoonover II	33.73	28.88	32.10	23.92	20.69	20.15	23.84	26.73	21.77	17.63			
<b>Total FOCSUMB</b>	<b>434.68</b>	<b>405.50</b>	<b>425.43</b>	<b>344.95</b>	<b>293.08</b>	<b>283.06</b>	<b>314.36</b>	<b>317.98</b>	<b>277.48</b>	<b>179.44</b>	<b>1,035.00</b>	<b>776.25</b>	<b>23.12%</b>



## Marina Coast Water District

### 10 Year Annual Consumption as of September 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 09/30/2020 2020 Consumption	Water Allocation	9 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	4.97			
Abrams Interim	5.33	5.12	5.42	4.92	3.89	3.75	4.12	4.56	3.43	3.77			
Abrams Park	51.56	62.12	56.35	56.92	44.20	39.54	50.92	54.50	52.45	35.46			
Dunes CHOMP	11.04	8.19	7.14	9.12	8.58	6.77	5.41	6.88	6.42	2.86			
Dunes Comm	14.28	15.12	16.81	14.28	12.71	14.06	30.12	32.89	30.66	18.36			
Dunes on MB Res	-	-	-	0.10	4.69	24.69	45.20	64.16	64.39	61.69			
Dunes UV Apts	23.69	10.76	9.13	28.85	33.97	20.23	23.56	23.86	23.85	16.09			
Dunes UVSpecPlan	3.07	3.44	5.06	3.52	1.98	2.45	3.24	2.25	1.34	0.71			
Dunes VA DOD	-	-	-	-	-	0.09	5.42	2.08	2.61	1.43			
Imjin Office Park	1.81	2.30	1.28	1.60	2.03	4.89	4.61	2.47	7.93	6.74			
Marina	10.60	11.78	17.81	13.80	16.99	31.61	31.54	36.65	36.42	17.81			
MarinaAirport	6.90	5.26	4.08	2.75	2.30	2.03	2.77	7.50	3.45	5.28			
MarinaConstruction	7.26	8.56	16.55	35.13	25.33	39.64	42.83	25.28	35.63	52.98			
MarinaRecreation	-	-	-	-	-	-	0.05	-	-	-			
Preston Park	95.49	103.14	101.17	83.30	51.93	51.63	56.30	61.31	55.97	48.29			
Preston Shelter	7.70	6.39	6.63	5.85	5.43	6.63	5.83	5.92	5.06	3.00			
School	3.88	3.23	4.26	3.34	4.54	1.93	1.95	2.27	2.72	2.00			
SeaHaven	9.41	8.97	13.61	7.49	7.34	10.02	23.37	37.67	61.92	55.28			
<b>Total FOMarina</b>	<b>265.52</b>	<b>264.68</b>	<b>277.44</b>	<b>279.97</b>	<b>234.28</b>	<b>269.40</b>	<b>348.02</b>	<b>382.28</b>	<b>400.15</b>	<b>336.72</b>	<b>1,325.00</b>	<b>993.75</b>	<b>33.88%</b>
Boundary: FOSeaside													
Bay View	65.41	85.15	91.10	79.48	44.24	46.43	57.97	51.60	46.94	42.41			
GolfCourse	429.66	265.42	457.47	524.88	139.06	1.18	1.11	1.16	0.19	0.12			
Marina Coast Water District	-	-	-	-	-	-	-	-	0.04	0.06			
School	77.97	79.34	102.72	39.80	50.02	48.91	30.95	43.57	44.06	42.54			
Seaside	4.69	13.38	5.65	4.17	3.91	7.08	5.97	8.06	2.24	2.14			
Seaside Resort	0.13	0.31	0.45	0.63	0.51	0.89	0.98	1.23	1.21	1.40			
Seaside Soper	11.15	6.86	11.38	12.70	9.58	9.30	8.50	9.12	8.13	8.82			
SeasideConstruction	24.23	13.38	10.00	11.39	18.86	14.39	13.41	13.65	8.64	7.37			
SeasideHighland	154.51	146.57	158.76	134.27	123.69	109.28	114.89	126.20	116.47	102.64			
Sun Bay	69.17	66.54	64.40	44.95	48.70	57.89	58.66	54.20	59.13	46.78			
<b>Total FOSeaside</b>	<b>836.93</b>	<b>676.95</b>	<b>901.94</b>	<b>852.27</b>	<b>438.57</b>	<b>295.35</b>	<b>292.44</b>	<b>308.78</b>	<b>287.04</b>	<b>254.26</b>	<b>1,012.50</b>	<b>759.38</b>	<b>33.48%</b>



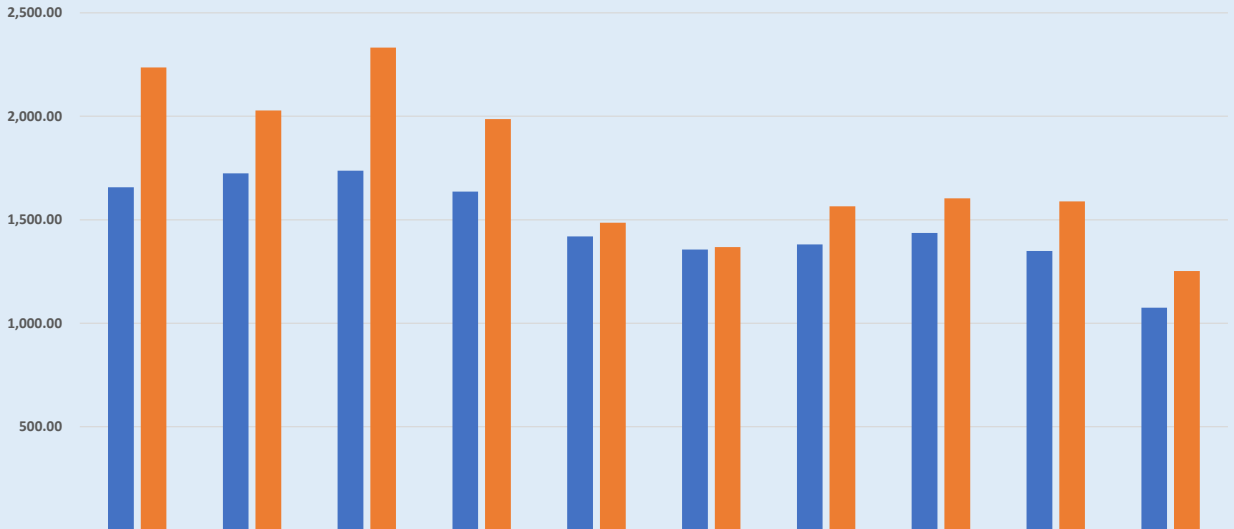
**Marina Coast Water District**  
 10 Year Annual Consumption as of September 30, 2020

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading\_Year\_AF; Account Status = \*; Read Year = 2011..2020; Subdivision = \*

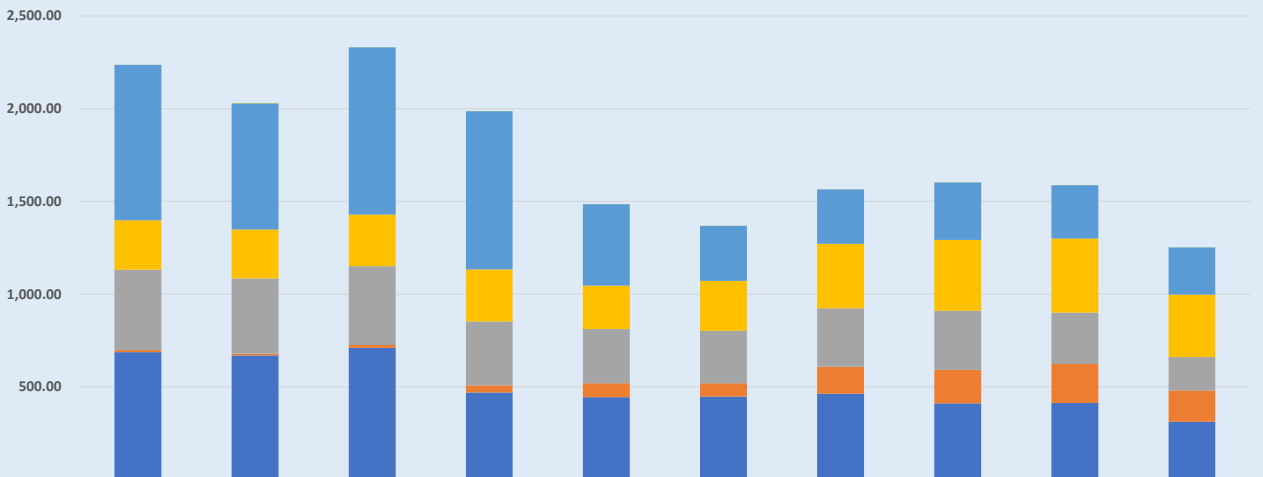
Subdivision	2011 Consumption	2012 Consumption	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	As of 09/30/2020 2020 Consumption	Water Allocation	9 months Water Allocation	% of Allocation Used
Boundary: FOUCMBES													
UCMBest	1.12	2.57	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.42			
Total FOUCMBES	1.12	2.57	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.42	230.00	172.50	0.24%
<b>Total Ord Community</b>	<b>2,236.21</b>	<b>2,028.57</b>	<b>2,332.06</b>	<b>1,986.51</b>	<b>1,485.62</b>	<b>1,367.93</b>	<b>1,564.81</b>	<b>1,603.25</b>	<b>1,588.48</b>	<b>1,251.79</b>	<b>5,889.50</b>	<b>4,417.13</b>	<b>28.34%</b>
Grand Total	<b>3,892.88</b>	<b>3,753.14</b>	<b>4,069.62</b>	<b>3,622.66</b>	<b>2,905.03</b>	<b>2,724.34</b>	<b>2,945.29</b>	<b>3,039.36</b>	<b>2,937.56</b>	<b>2,327.06</b>			

**Marina Coast Water District  
10-Year Comparison Annual Consumption in Acre Feet**



Central Marina	1,656.67	1,724.57	1,737.56	1,636.16	1,419.42	1,356.41	1,380.47	1,436.12	1,349.08	1,075.26
Ord Community	2,236.21	2,028.57	2,332.06	1,986.51	1,485.62	1,367.93	1,564.81	1,603.25	1,588.48	1,251.79

**Marina Coast Water District - Ord Community  
10-Year Comparison Annual Consumption in Acre Feet**



FOUCCMBES	1.12	2.57	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.42
FOSeaside	836.93	676.95	901.94	852.27	438.57	295.35	292.44	308.78	287.04	254.26
FOMarina	265.52	264.68	277.44	279.97	234.28	269.40	348.02	382.28	400.15	336.72
FOCSUMB	434.68	405.50	425.43	344.95	293.08	283.06	314.36	317.98	277.48	179.44
FOCounty	11.38	9.85	15.89	38.21	74.79	72.00	145.68	181.32	209.43	169.47
FOArmy	686.58	669.01	710.07	470.00	443.97	447.37	463.02	411.08	413.28	311.48

# Marina Coast Water District

## 10 Year Annual Consumption as of September 30, 2020

Subdivision	As of		Projected 2020 Consumption	Projected 2020 vs. 2019	%	Explanation
	2019 Consumption	09/30/2020 2020 Consumption				
MarinaConstruction	3.33	0.11	0.14	(3.18)	-95.7%	Amount varies with construction activity
Army (unmetered)	10.52	0.21	0.28	(10.24)	-97.3%	Due to all flat rate accounts either metered or units demolished
Army	27.30	16.96	22.62	(4.68)	-17.1%	Due to higher use in 2019 Qtrs. 3 & 4
Ord Kidney	108.33	97.35	129.80	21.47	19.8%	Construction activity
County	7.24	0.88	1.17	(6.07)	-83.8%	Due to Army Corp of Engineers Project in 2019
EastGarrison	202.19	168.59	224.79	22.60	11.2%	Increase due to development
CSUMB	113.71	63.62	84.83	(28.89)	-25.4%	Due to COVID-19 closure
Frederick Park	42.83	23.31	31.08	(11.75)	-27.4%	Due to COVID-19 closure
Abrams HAuthor	5.90	4.97	6.62	0.73	12.4%	Varies depending on occupancy
Abrams Interim	3.43	3.77	5.03	1.60	46.8%	Varies depending on occupancy
Dunes CHOMP	6.42	2.86	3.82	(2.60)	-40.6%	Due to COVID-19 closure
Dunes Comm	30.66	18.36	24.48	(6.18)	-20.2%	Due to COVID-19
Dunes on MB Res	64.39	61.69	82.26	17.87	27.8%	Due to COVID-19 closure/shelter in place
Dunes UV Apts	23.85	16.09	21.46	(2.40)	-10.1%	Due to higher use in 2019 Qtrs. 3 & 4
Dunes UVSpecPlan	1.34	0.71	0.95	(0.39)	-28.8%	Due to COVID-19 closure
Dunes VA DOD	2.61	1.43	1.90	(0.71)	-27.1%	Due to COVID-19
Imjin Office Park	7.93	6.74	8.99	1.05	13.3%	Due to meter change out
Marina	36.42	17.81	23.74	(12.68)	-34.8%	Due to COVID-19
MarinaAirport	3.45	5.28	7.03	3.59	104.1%	Due to work done to extend runway
MarinaConstruction	35.63	52.98	70.63	35.00	98.2%	Amount varies with construction activity
Preston Park	55.97	48.29	64.39	8.43	15.1%	Due to COVID-19 closure/shelter in place
Preston Shelter	5.06	3.00	4.00	(1.06)	-21.0%	Varies depending on occupancy
SeaHaven	61.92	55.28	73.70	11.79	19.0%	Increase due to development
Bay View	46.94	42.41	56.55	9.61	20.5%	Due to COVID-19 closure/shelter in place
GolfCourse	0.19	0.12	0.16	(0.03)	-18.1%	Reduced use by B&B Golf Properties, LLC
Marina Coast Water District	0.04	0.06	0.07	0.03	88.2%	Blackhorse Reservoir Usage
School	44.06	42.54	56.72	12.67	28.7%	Staff to investigate
Seaside	2.24	2.14	2.85	0.61	27.3%	Staff to investigate
Seaside Resort	1.21	1.40	1.86	0.66	54.4%	Due to COVID-19 closure/shelter in place
Seaside Soper	8.13	8.82	11.75	3.62	44.6%	Use on Coe Avenue
SeasideConstruction	8.64	7.37	9.82	1.19	13.7%	Amount varies with construction activity
SeasideHighland	116.47	102.64	136.85	20.38	17.5%	Due to COVID-19 closure/shelter in place
UCMBest	1.10	0.42	0.56	(0.54)	-49.3%	Due to COVID-19 closure

Marina Coast Water District  
Staff Report

Agenda Item: 11-D

Meeting Date: November 16, 2020

Prepared By: Kelly Cadiente

Approved By: Keith Van Der Maaten

Agenda Title: Receive the 3<sup>rd</sup> Quarter 2020 Sewer Flow Report

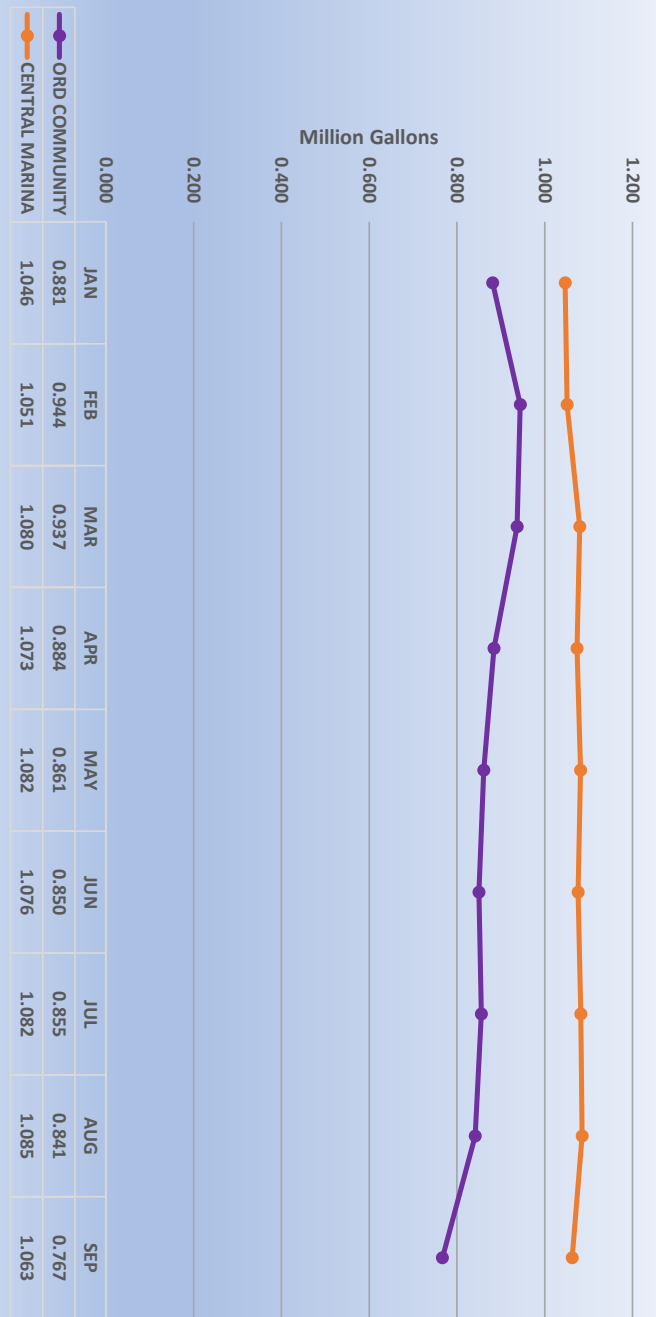
Summary: The Board is requested to receive the 2020 Sewer Flow Report for the 3<sup>rd</sup> quarter of 2020 ended September 30, 2020. This staff report includes tracking information on sewer flows through the Monterey One Water Agency's (M1W) Fort Ord and Marina pump stations.

M1W provides flow data for the Marina Pump Station monthly through an automated report. Central Marina sanitary sewer flows for the quarter ended September 30, 2020 were 99.070-million-gallons or 304.035 Acre Feet (AF) which yielded an average daily sewer flow of 1.077-million-gallons-per-day (MGD) or 3.305 AF per day.

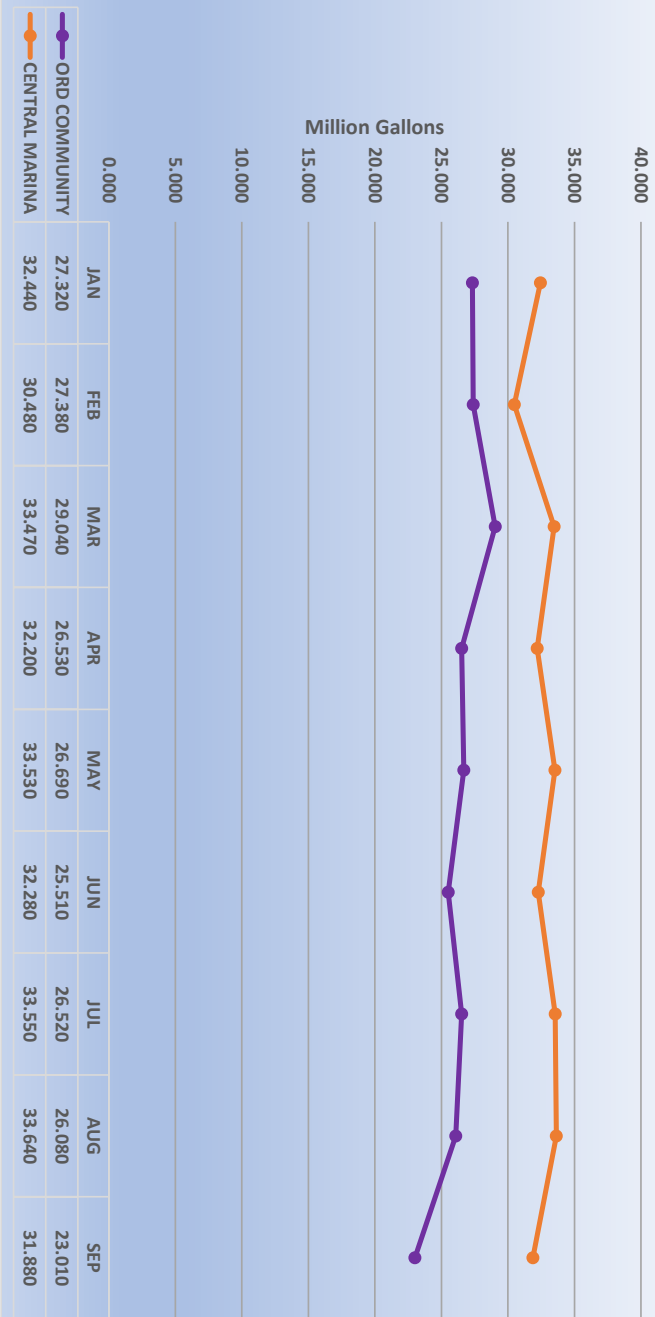
The Ord Community's sanitary sewer flow to the M1W interceptor system is measured by a District flume structure located adjacent to the retired Main Garrison wastewater treatment plant. M1W also provides the flow data for the District flume through an automated report. The Ord Community sanitary sewer flows for the quarter ended September 30, 2020 was 75.610-million-gallons or 232.039 AF, which yielded an average daily sewer flow of 0.822 MGD or 2.523 AF per day.

This staff report also includes charts for January – September 2020 average daily flows and total flows by month.

### MCWWD 2020 Average Daily Sewer Flows by Month



### MCWWD 2020 Total Sewer Flows by Month





Marina Coast Water District  
Staff Report

Agenda Item: 11-E

Meeting Date: November 16, 2020

Prepared By: Derek Cray

Approved By: Keith Van Der Maaten

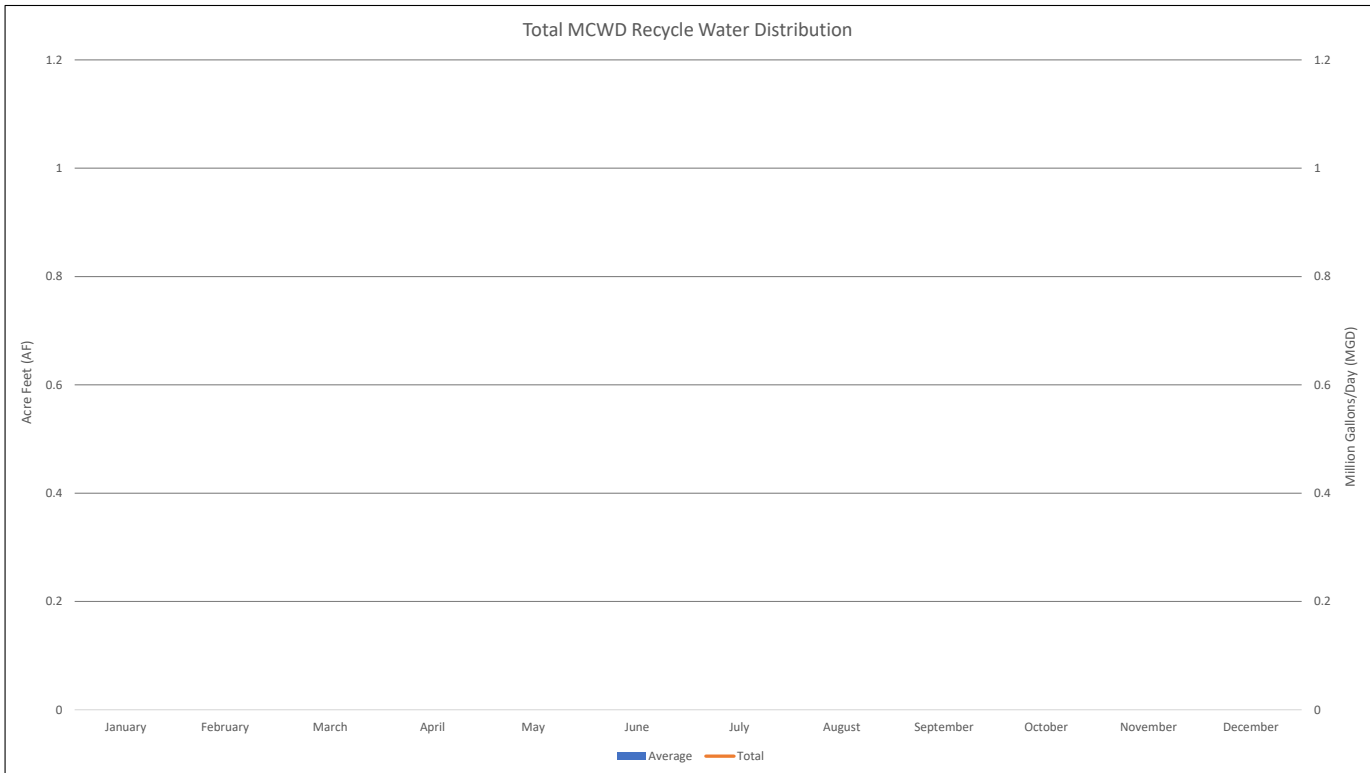
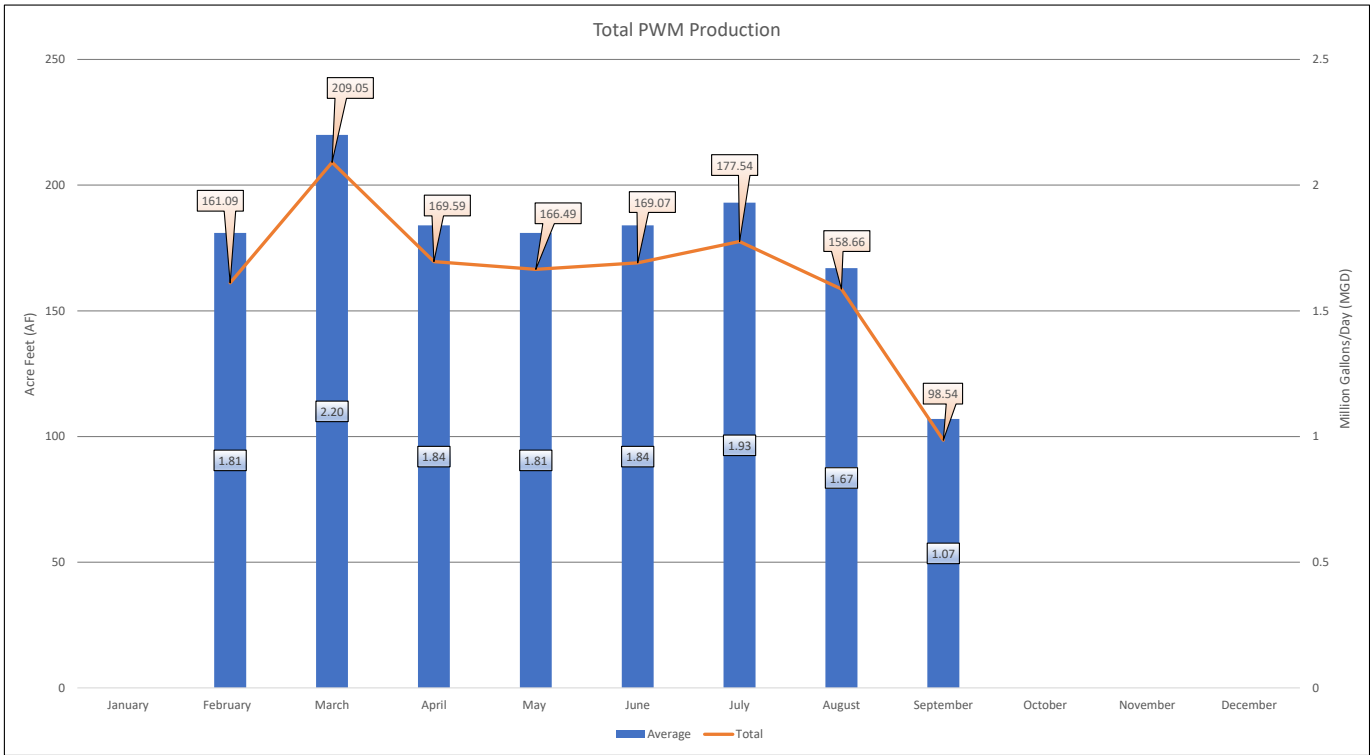
Agenda Title: 2020 Pure Water Monterey and MCWD Recycle Water Flows through September 30, 2020

Summary: The Board is asked to receive the 2020 Pure Water Monterey and MCWD Recycle Water Flows through September 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 September 30, 2020 was 1310.03 Acre Feet, and the average flow 1.77 Million Gallons Per Day.

As there are currently no District recycle water customers, the total and average recycle water distribution is 0.

Included in this staff report are charts for January 2020 through September 2020 average and total flows per month.



Marina Coast Water District  
Staff Report

Agenda Item: 11-F

Meeting Date: November 16, 2020

Prepared By: Derek Cray

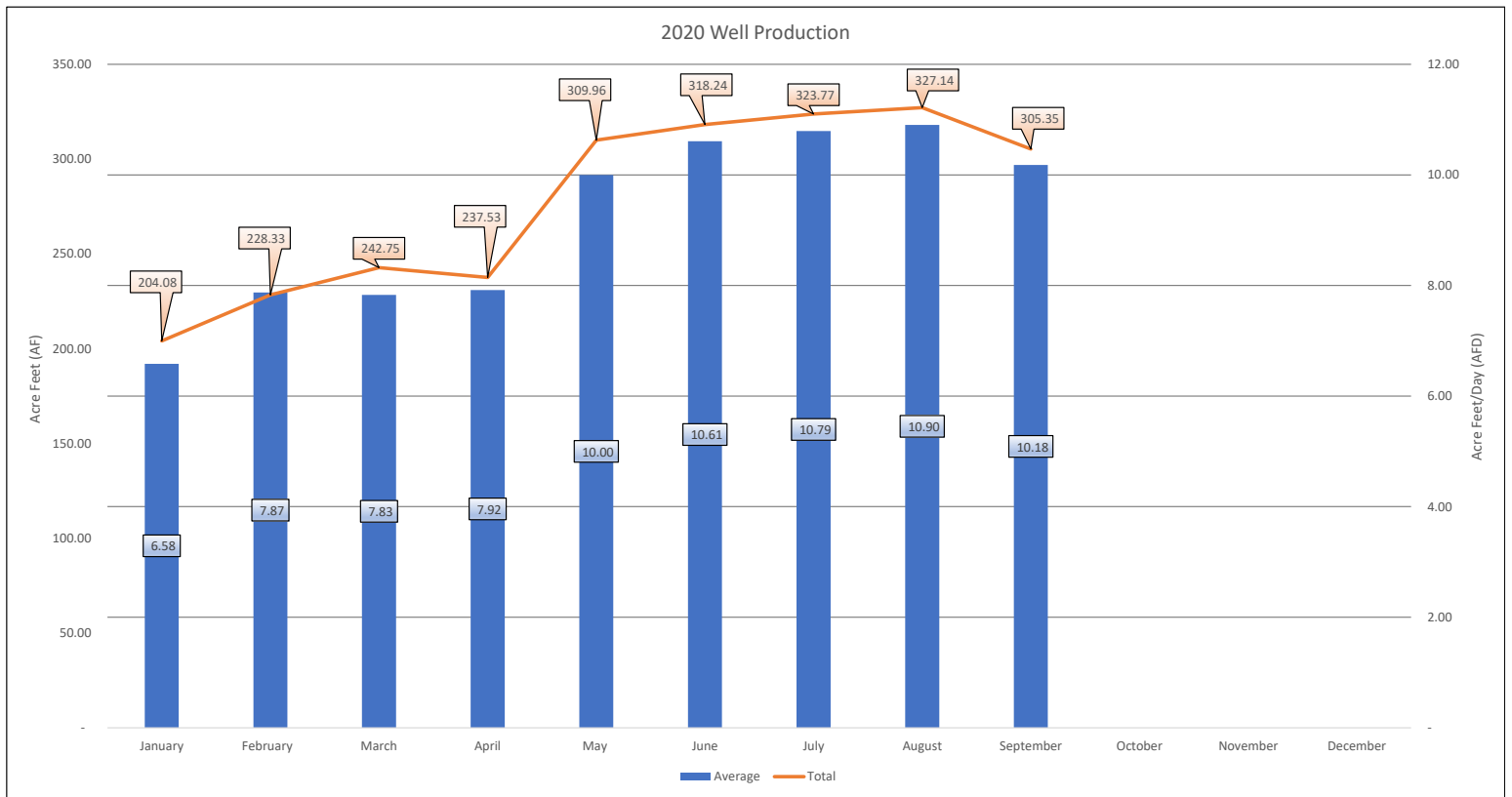
Approved By: Keith Van Der Maaten

Agenda Title: 2020 Potable Water Production through September 30, 2020.

Summary: The Board is asked to receive the 2020 Product Water Production report, which are 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 September 30, 2020 was 2,497.15 Acre Feet, and the average produced per day through September 30, 2020 was 9.18 Acre Feet.

Included in this staff report are charts for January 2020 through September 2020, average and total flows per month in Acre Feet.



# Correspondence



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

9/23/2020

Thomas Moore  
Board President  
Marina Coast Water District, California

Dear Mr. Moore:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2019 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine  
Director, Technical Services



October 26,2020

Marina Coast Water District

Operation and Maintenance Manager

Dereck Cray

I just wanted to take some time to acknowledge the system improvement I have seen of the last couple of years, that should be acknowledged to you and your operators. First the cleanliness of each of the well site and pump stations is the first thing I recognized along with everything being painted. The pride in ownership your operators have shown at each of the locations while I am on site continues to show change your leadership has made on the Marina Coast Water District operations. I test an average 500 to 600 pump stations per year and your facilities I have seen the most improvement in. The professionalism your operators show while on site is also impressive and when they need help their fellow team member is eager to help.

The most noticeable locations Well site 29, 30, 31 and Booster station B, D, and F and your main pumping plant B-C pump station. All the old material has been removed, painted, and Cl Valve have been rebuilt with new stainless-steel tubing and pilot controls. All control cabinets are clean and free of rodent droppings, insects, and cob webs.

I just want to let you and your operator know that someone really notices all their work in the field. As a resident in Marina it gives me pride in knowing you have a well-run Water and Sewer district.

Craig Evans

Pump Testing Service

P.O. Box 1270

Marina, California, 93933