



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

TEL: (831) 384-6131 FAX: (831) 883-5995

DIRECTORS

JAN SHRINER
President

HERBERT CORTEZ
Vice President

BRAD IMAMURA
THOMAS P. MOORE
GAIL MORTON

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
Hybrid Meeting**

920 2nd Avenue, Suite A, Marina, California

and

Zoom Teleconference

Monday, December 18, 2023, 6:00 p.m. PST

Staff and Board members will be attending the December 18, 2023 meeting in person. Members of the public may attend the Board meeting in person or can continue to attend remotely via Zoom conference.

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 on the action item can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, December 18, 2023; 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/84585351458?pwd=NEQ5ZTZUNXovRVhKWlJTTTFVMdmY5UT09>

Passcode: 628311

To participate via phone: 1-669-900-9128; Meeting ID: 845 8535 1458 Passcode: 628311

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

- 1. Call to Order**
- 2. Roll Call**
- 3. [Election of Board President and Vice President for 2024](#)**

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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 920 2nd Avenue, Suite A, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Wednesday, December 13, 2023. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5931.

4. 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. Disruptive behavior may result in removal of the individual responsible.*

5. Closed Session

- A. Conference with Legal Counsel – Existing Litigation
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)
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)

Reconvene to Open Session Estimated to be at 6:45 p.m.

6. 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.*

7. Pledge of Allegiance

8. Oral Communications *Anyone wishing to address the Board on matters not appearing on the Agenda may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board. Disruptive behavior may result in removal of the individual responsible.*

9. Consent Calendar

- A. Receive and File the Check Register for the Month of November 2023
(Page 4)
- B. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of November 13, 2023
(Page 11)
- C. Approve the Proposed Regular Board/GSA Meeting and Workshop Meeting Schedule for 2024
(Page 17)
- D. Adopt Resolution No. 2023-48 to Approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership; and, Amend the FY 2023-2024 Capital Improvement Budget to fund the Coe Avenue Water Pipeline Upsizing for Seaside Resort (Enclave - Phase 3) Project
(Page 19)

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

- A. Receive a Presentation on the Proposition 218 Process from Hildebrand Consulting
(Page 40)

- B. [Adopt Resolution No. 2023-49 to Authorize a Professional Services Agreement with Schaaf & Wheeler for Engineering Services During Construction for the A1/A2 Reservoirs and B/C Booster Pump Station Project](#)
(Page 42)
- C. [Adopt Resolution No. 2023-50 to Approve the Revised Reserve Policy](#)
(Page 72)
- D. [Make Director Appointments to Standing Committees of the Board and to Outside Agencies for 2024, and as Negotiators to any Ad Hoc Committees of the Board](#)
(Page 86)

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

- A. General Manager's Report
- B. Committee and Board Liaison Reports
 - 1. Budget and Engineering Committee
 - 2. Executive Committee
 - 3. Community Outreach Committee
 - 4. M1W Board Member Liaison
 - 5. Joint City/District Committee

12. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, January 22, 2024, 6:00 p.m.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 3

Meeting Date: December 18, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Election of Board President and Vice-President for 2024

Staff Recommendation: The Board of Directors elect a President and Vice-President to serve the next 1-year term.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The Board Procedures Manual states in part:

“The Board of Directors shall have a President who is elected by the Board from among the five Directors. The President shall be elected annually in the month of December but not before any newly elected or reelected Director(s) have taken office. No Director shall serve more than three (3) consecutive years as President, unless a majority of the Directors cannot agree on who should be the new President, then the existing President shall remain President until the issue can be resolved.”

“This Board of Directors shall have one Vice-President who shall be elected by the Board from among the five (5) Directors at the same time as the President is elected. The Vice-President shall be elected annually in the month of December but not before any newly elected or reelected Director(s) have taken office. No Director shall serve more than three (3) consecutive years as Vice President. If a majority of the Directors cannot agree on who should be the new Vice President, then the existing Vice President shall continue in office until the issue can be resolved.”

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Action: Not applicable.

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

Other Considerations: None.

Material Included for Information/Consideration: None.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9

Meeting Date: December 18, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Consent Calendar

Staff Recommendation: Approve the Consent Calendar as presented.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of November 2023
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of November 13, 2023
- C) Approve the Proposed Regular Board/GSA Meeting and Workshop Meeting Schedule for 2024
- D) Adopt Resolution No. 2023-48 to Approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership; and, Amend the FY 2023-2024 Capital Improvement Budget to fund the Coe Avenue Water Pipeline Upsizing for Seaside Resort (Enclave - Phase 3) Project

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

Legal Counsel Review: See individual transmittals.

Climate Action: Not applicable.

Other Considerations: The Board of Directors can approve these items together or they can pull them separately for discussion.

Material Included for Information/Consideration: Check Register for November 2023; draft minutes of November 13, 2023; proposed meeting schedule for 2024; Resolution No. 2023-48; and, Reimbursement Agreement for Coe Avenue upsizing project.

Action Required: _____Resolution ___X___Motion _____Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-A

Meeting Date: December 18, 2023

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Receive and File the Check Register for the Month of November 2023

Staff Recommendation: Receive and file the November 2023 expenditures totaling \$2,449,636.80.

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 November 2023 and the Board is requested to receive and file the check register. The November check register was larger than normal due to the following payments:

- Check #74502 to Hyundai of Gilroy – purchase of two (2) 2023 Hyundai IONIQ5 Electric Vehicles for \$97,000
- Wire for \$857,800 to U.S. National Bank for the 2015 & 2019 Debt Service Payment.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

Other Consideration: None.

Material Included for Information/Consideration: November 2023 Summary Check Register.

Action Required: ____ Resolution X Motion ____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

NOVEMBER 2023 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
11/06/2023	ACH	Friedman & Springwater LLP	56,557.00
11/06/2023	74471 - 74504	Check Register	603,236.17
11/13/2023	74505 - 74531	Check Register	219,886.44
11/17/2023	Wire	U.S. Bank National Association	857,800.00
11/17/2023	74532 - 74567	Check Register	64,190.31
11/27/2023	74568 - 74600	Check Register	57,239.97
11/09/2023	ACH	Payroll Direct Deposit	127,895.39
11/09/2023	ACH	CalPERS	32,969.56
11/09/2023	ACH	Empower Retirement	15,434.43
11/09/2023	ACH	Internal Revenue Service	51,026.14
11/09/2023	ACH	State of California - EDD	11,038.88
11/09/2023	ACH	WageWorks, Inc.	910.33
11/09/2023	501583	Check Register	599.00
11/13/2023	501584	Check Register	77,526.19
11/17/2023	501585 - 501586	Board Compensation Checks and Direct Deposit	831.13
11/17/2023	ACH	Internal Revenue Service	137.74
11/21/2023	501587 - 501594	Check Register	30,555.42
11/24/2023	ACH	Payroll Direct Deposit	131,709.82
11/24/2023	ACH	CalPERS	33,531.39
11/24/2023	ACH	Empower Retirement	13,914.39
11/24/2023	ACH	Internal Revenue Service	50,664.95
11/24/2023	ACH	State of California - EDD	11,071.82
11/24/2023	ACH	WageWorks, Inc.	910.33
TOTAL DISBURSEMENTS			<u>2,449,636.80</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	10/06/2023	11/06/2023	Friedman & Springwater LLP	Legal Services 09/2023	56,557.00
74471	10/16/2023	11/06/2023	Quinn Company	Generator Water Heater Jacket Replacement - Watkins Gate Well; Portable Generator Inspection, Repair - Multiquip O&M Yard	3,297.84
74472	10/31/2023	11/06/2023	City of Marina	Franchise Tax Fee 07/2023 - 09/2023	53,140.80
74473	10/05/2023	11/06/2023	Grainger	General Operations/ Maintenance Supplies	67.06
74474	08/31/2023	11/06/2023	Schaaf & Wheeler	Developer (Marina Station)	3,007.50
74475	10/25/2023	11/06/2023	Fast Response On-Site Testing	Annual Mask Fit, Hearing Tests	320.00
74476	10/19/2023	11/06/2023	SWRCB - DWOCP	Grade III Water Distribution Certification Renewal	90.00
74477	10/31/2023	11/06/2023	Employee Reimbursement	Webinar/ Calculating Landscape Budgets	30.00
74478	10/10/2023	11/06/2023	Carollo Engineers, Inc.	Emergency Response Plan Review/ Consulting	4,432.00
74479	10/12/2023	11/06/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	1,377.25
74480	10/09/2023	11/06/2023	E&M Electric and Machinery, Inc.	Software Toolbox Support Add-On 10/09/23 - 10/09/24	1,725.00
74481	10/25/2023	11/06/2023	Daiohs USA	Coffee Supplies	769.23
74482	10/24/2023	11/06/2023	Central Coast Sign & Design	MCWD Metal Site Sign - Hatten LS	136.43
74483	10/06/2023	11/06/2023	Employnet, Inc.	Temporary Customer Service Representatives 09/25 - 09/28	2,747.54
74484	10/23/2023	11/06/2023	CARB/ PERP	2023 Registration Renewal - Multiquip Portable Generator	735.00
74485	10/19/2023	11/06/2023	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	104.54
74486	10/23/2023	11/06/2023	Marina Tire & Auto Repair	Tire Repair - Vehicle #0505	35.00
74487	10/11/2023	11/06/2023	Richards, Watson & Gershon	Legal Services 09/2023	250,283.47
74488	10/26/2023	11/06/2023	U.S. Bank National Association	IOP Office Copier Lease 10/20 - 11/19	287.34
74489	10/11/2023	11/06/2023	Remy Moose Manley, LLP	Legal Services 09/2023	117,785.50
74490	10/31/2023	11/06/2023	ICONIX Waterworks (US), Inc.	(4) Hymax Couplings, Gate Valve, (2) Air Release Valves, Supplies - Fort Ord Monument Service Line; (2) Repair Clamps, General Operations/ Maintenance Supplies	5,861.99
74491	10/31/2023	11/06/2023	Peninsula Messenger LLC	Courier Service 11/2023	250.00
74492	10/31/2023	11/06/2023	Iron Mountain, Inc.	Shredding Service 10/2023	342.16
74493	10/30/2023	11/06/2023	Johnson Electronics	BLM Fire Alarm Monitoring 10/2023 - 12/2023	84.00
74494	10/31/2023	11/06/2023	Cintas Corporation No. 630	Uniforms, Towels, Rugs 10/2023	1,089.73
74495	10/25/2023	11/06/2023	ChargePoint, Inc.	ChargePoint Network Software Services 10/11/23 - 10/11/24	1,035.00
74496	10/20/2023	11/06/2023	Golden State Truck and Trailer Repair, Inc.	Vehicle Inspection, Transmission Oil Change - Vehicle #2001	632.39
74497	09/12/2023	11/06/2023	Zanjero, Inc.	Preliminary Design/ Permitting - RDP Comprehensive Improvements, Reservation Rd Desal Plant 08/2023	9,960.00
74498	11/01/2023	11/06/2023	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 11/2023	1,700.00
74499	10/20/2023	11/06/2023	HPS West, Inc.	(32) 1" BLMJ Meters with Allegro Register	14,194.96
74500	10/31/2023	11/06/2023	City of Seaside	City Utility Tax 07/2023 - 09/2023	27,289.67
74501	10/13/2023	11/06/2023	La Sirenita Tree Service	Tree Maintenance - Marina Booster	1,800.00
74502	10/31/2023	11/06/2023	Hyundai of Gilroy	(2) 2023 Hyundai IONIQ5	97,000.00
74503	10/31/2023	11/06/2023	Employee Reimbursement	Awards - Chili Cook Off	517.85
74504	11/01/2023	11/06/2023	Conservation Rebate Program	3284 Cove Way - Landscape Rebate	1,106.92
74505	10/31/2023	11/13/2023	Ace Hardware of Watsonville, Inc.	General Operations/ Maintenance, Meter Reader Supplies	258.60
74506	10/31/2023	11/13/2023	PG&E	Gas and Electric Service 10/2023	109,953.98

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74507	10/01/2023	11/13/2023	WateReuse Association	2024 Membership Dues	1,512.00
74508	10/24/2023	11/13/2023	Monterey Bay Analytical Services	Laboratory Testing	880.00
74509	10/23/2023	11/13/2023	CWEA - Monterey Bay Section	Membership Renewal; Grade I Mechanical Tech Renewal	319.00
74510	08/31/2023	11/13/2023	Johnson Associates	Tail Light Replacement - Vehicle #2002	5.13
74511	09/11/2023	11/13/2023	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #22	3,800.00
74512	10/06/2023	11/13/2023	Harris & Associates	Developers (Abdy Way Subdivision, Dunes 1B Promenade, Dunes 2 West, Enclave Phase 3, VTC Lightfighter Village)	14,025.45
74513	10/12/2023	11/13/2023	Core & Main LP	General Operations/ Maintenance Supplies	346.97
74514	08/25/2023	11/13/2023	SwiftComply US OpCo, Inc.	Backflow/ FOG Software Implementation, Subscription 07/2023 - 06/2024	15,000.00
74515	11/08/2023	11/13/2023	American Public Works Association	APWA General Meeting - Engineering	55.00
74516	10/11/2023	11/13/2023	Dwyer Instruments, Inc.	Level Transducer - Well 11	2,615.57
74517	10/30/2023	11/13/2023	Green Rubber-Kennedy AG, LP	General Operations/ Maintenance Supplies	942.26
74518	10/11/2023	11/13/2023	Richards, Watson & Gershon	Legal Services 09/2023	1,765.00
74519	10/25/2023	11/13/2023	Eurofins Eaton Analytical, LLC	Laboratory Testing	905.00
74520	10/20/2023	11/13/2023	Western Exterminator Company	Pest Control - Beach Office 10/2023	119.60
74521	11/05/2023	11/13/2023	Everbank, N.A.	Ord Office Copier Lease 11/2023	251.28
74522	10/15/2023	11/13/2023	AT&T	Phone and Alarm Line Service 10/2023	108.16
74523	10/31/2023	11/13/2023	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 10/2023	405.85
74524	11/01/2023	11/13/2023	Pure Janitorial, LLC	Janitorial Service - BLM 10/2023	2,040.44
74525	10/20/2023	11/13/2023	EKI Environment & Water, Inc.	Monterey Subbasin Groundwater Sustainability Plan Implementation 09/2023	2,541.00
74526	09/13/2023	11/13/2023	Psomas	Construction Management/ Inspection - Ord Village LS	2,333.28
74527	10/12/2023	11/13/2023	Zanjero, Inc.	Power Generation/ Delivery Investigations; M1W Outfall/ PWM Agreements; Preliminary Design/ Permitting - RDP Comprehensive Improvements, Reservation Rd Desal Plant; Water Supply Investigations Phase 2; Communication/ Internet Infrastructure Investigations 09/2023	40,865.00
74528	10/13/2023	11/13/2023	SmartCover Systems	SmartCover Antenna	321.19
74529	10/21/2023	11/13/2023	T-Mobile	Cell Phone Service 10/2023	1,285.28
74530	11/01/2023	11/13/2023	Quinones Landscaping, Inc.	Garden/ Landscaping - IOP Office	17,081.40
74531	11/03/2023	11/13/2023	Conservation Rebate Program	408 Carmel Ave - (2) Toilet Rebates	150.00
Wire	10/06/2023	11/17/2023	U.S. Bank National Association	2015 Series A and 2019 Series Bond Payments	857,800.00
74532	11/09/2023	11/17/2023	PG&E	Gas and Electric Service 10/2023	1,961.23
74533	10/27/2023	11/17/2023	Home Depot Credit Services	(6) Storage Racks, General Operations/ Maintenance Supplies	2,300.81
74534	10/24/2023	11/17/2023	Grainger	General Operations/ Maintenance Supplies	35.00
74535	09/30/2023	11/17/2023	Schaaf & Wheeler	Consolidate Exhibits, Create Figures - Armstrong Ranch Lease Agreement	789.60
74536	11/07/2023	11/17/2023	Pitney Bowes Purchase Power (Postage)	Postage Meter Refill	1,006.00
74537	10/31/2023	11/17/2023	Peninsula Welding & Medical Supply, Inc.	(3) Gas Cylinder Tank Rental Fees	38.70
74538	11/03/2023	11/17/2023	Monterey Bay Analytical Services	Laboratory Testing	528.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74539	10/25/2023	11/17/2023	Monterey Tire Service	Tire Repair - Vehicle #2002	52.68
74540	11/06/2023	11/17/2023	Orkin Franchise 925	BLM/ IOP Pest Control 11/2023	219.00
74541	10/23/2023	11/17/2023	Core & Main LP	General Operations/ Maintenance Supplies	291.73
74542	10/31/2023	11/17/2023	DataProse, LLC	Customer Billing Statements 10/2023	4,256.17
74543	11/14/2023	11/17/2023	Conservation Rebate Program	3141 Mimi Ct - Landscape Rebate	1,099.45
74544	10/11/2023	11/17/2023	American Supply Company	Janitorial Supplies	186.93
74545	10/31/2023	11/17/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	307.37
74546	09/30/2023	11/17/2023	The Paul Davis Partnership, LLP	Conceptual Design Phase - IOP 07/2023 - 09/2023	8,271.70
74547	10/28/2023	11/17/2023	O'Reilly Automotive Stores, Inc.	General Operations/ Maintenance Supplies	27.30
74548	11/01/2023	11/17/2023	Val's Plumbing & Heating, Inc.	HVAC Service - BLM	920.41
74549	11/07/2023	11/17/2023	McGrath Rent Corp.	Locker Room Trailer Rental - Ord Office 11/2023	7,286.98
74550	10/20/2023	11/17/2023	Univar Solutions USA, Inc.	(1,785) gals Chlorine - Wells 10, 11, Intermediate Reservoir	6,017.44
74551	10/31/2023	11/17/2023	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
74552	10/06/2023	11/17/2023	U.S. Bank Corporate Payment Systems	2023 ACWA Fall Conference/ Expo - GM; (2) Anniversary Plaques; CWEA Collections System Training Day - (8) O&M; Phone Accessories - O&M; CompTIA Data+ Exam - IT Administrator; Cloud Hosted Server - CityWorks/ ESRI; General Supplies	6,194.02
74553	11/13/2023	11/17/2023	Employee Reimbursement	Longevity Gift Card 20Y - O&M	256.95
74554	11/16/2023	11/17/2023	Conservation Rebate Program	3013 Max Cir - Landscape Rebate	165.00
74555	11/03/2023	11/17/2023	Eurofins Eaton Analytical, LLC	Laboratory Testing	2,560.00
74556	11/06/2023	11/17/2023	The Pun Group, LLP	2023 Audit - Final Billing	5,000.00
74557	10/16/2023	11/17/2023	Access Monterey Peninsula, Inc.	Filming and Production 10/2023	460.00
74558	10/24/2023	11/17/2023	NASSCO, Inc.	2023 Membership Dues	295.00
74559	11/01/2023	11/17/2023	Pure Janitorial, LLC	Janitorial Service - MCWD Offices 10/2023	3,970.00
74560	11/02/2023	11/17/2023	Ferguson Enterprises, Inc.	Brass Waterworks Supplies	3,934.54
74561	10/16/2023	11/17/2023	SBRK Finance Holdings, Inc.	HR Data Fix/ HR Module Implementation	1,984.50
74562	11/14/2023	11/17/2023	Conservation Rebate Program	4807 Paradise Cove Ct - (3) Toilet Rebates	225.00
74563	11/02/2023	11/17/2023	Conservation Rebate Program	650 Horn Ct - Washer Rebate	150.00
74564	11/14/2023	11/17/2023	Conservation Rebate Program	215 Salerno Rd - Washer Rebate	100.00
74565	10/08/2023	11/17/2023	Office Depot Business Credit	Office Supplies	637.44
74566	11/16/2023	11/17/2023	Conservation Rebate Program	558 Ingman Ct - Washer Rebate	100.00
74567	11/01/2023	11/17/2023	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 11/2023, Yard Waste Disposal - O&M Yard	1,342.86
74568	10/31/2023	11/27/2023	Insight Planners	Web Development/ Maintenance and Hosting 10/2023	1,044.00
74569	09/30/2023	11/27/2023	Schaaf & Wheeler	Developer (Seaside B&B Resort)	3,102.50
74570	11/07/2023	11/27/2023	MBS Business Systems	Copier Maintenance 11/02 - 02/11	1,092.89
74571	10/18/2023	11/27/2023	Verizon Wireless	Cell Phone Service 10/2023	113.62
74572	11/08/2023	11/27/2023	Maggiora Bros Drilling	Pump Removal - Well 12	14,660.00
74573	11/01/2023	11/27/2023	Maynard Group	Network Support 11/2023	5,364.36
74574	10/31/2023	11/27/2023	Fastenal Industrial & Construction Supplies	General Operations/ Maintenance Supplies	40.14
74575	11/17/2023	11/27/2023	Val's Plumbing & Heating, Inc.	Smoke Detector Replacement/ Fire Alarm Service - BLM	3,347.42

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
74576	10/31/2023	11/27/2023	Pacific Ag Rentals LLC	Mobile Restroom Rental - Beach Office 10/2023	94.31
74577	10/24/2023	11/27/2023	AT&T	SCADA Internet 10/25 - 11/24	107.00
74578	10/10/2023	11/27/2023	Monterey County Water Resources Agency	Technical/ Professional Assistance - GSP Development 09/2023	97.00
74579	11/06/2023	11/27/2023	Monterey Bay Technologies, Inc.	IT Support Services 10/2023	3,600.00
74580	10/28/2023	11/27/2023	AT&T	Phone and Alarm Line Service 10/2023	156.10
74581	11/01/2023	11/27/2023	Simpler Systems, Inc.	UB/ Finance Datapp Maintenance 11/2023	500.00
74582	11/01/2023	11/27/2023	AT&T Mobility	SCADA Backup Internet 11/2023	56.50
74583	11/09/2023	11/27/2023	Ferguson Enterprises, Inc.	Brass Waterworks Supplies	2,165.12
74584	10/31/2023	11/27/2023	Ritter GIS, Inc.	GIS/ Cityworks AMS - IT Support Services 08/2023 - 10/2023	5,950.00
74585	10/25/2023	11/27/2023	WEX Bank	Fleet Gasoline 10/2023	6,665.91
74586	11/08/2023	11/27/2023	Interstate Battery of San Jose	General Operations/ Maintenance Supplies	267.32
74587	10/31/2023	11/27/2023	Regional Government Services Authority	Grant Management/ Accounting Services 10/2023	1,453.94
74588	11/21/2023	11/27/2023	Conservation Rebate Program	3145 Mimi Ct - Landscape Rebate	752.50
74589	11/08/2023	11/27/2023	Vortex Industries, LLC	(2) Door Latch Adjustments - BLM	1,160.00
74590	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - Hydrant Meter	45.56
74591	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - Hydrant Meter	207.02
74592	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - Hydrant Meter	3,425.57
74593	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - 3093 Stewart Ct	10.45
74594	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - 3099 Crescent Ave	56.20
74595	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - 17414 Logan St	80.39
74596	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - 2713 Sea Glass Ave	40.00
74597	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - Hydrant Meter	1,530.62
74598	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - 351 Carentan Rd	29.30
74599	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - 492 Lassen Way	5.00
74600	11/17/2023	11/27/2023	Customer Service Refund	Refund Check - 5024 Pacific Crest Dr	19.23
ACH	11/09/2023	11/09/2023	Payroll Direct Deposit	Payroll Ending 11/03/23	127,895.39
ACH	11/09/2023	11/09/2023	CalPERS	Payroll Ending 11/03/23	32,969.56
ACH	11/09/2023	11/09/2023	Empower Retirement	Payroll Ending 11/03/23	15,434.43
ACH	11/09/2023	11/09/2023	Internal Revenue Service	Payroll Ending 11/03/23	51,026.14
ACH	11/09/2023	11/09/2023	State of California - EDD	Payroll Ending 11/03/23	11,038.88
ACH	11/09/2023	11/09/2023	WageWorks, Inc.	Payroll Ending 11/03/23	910.33
501583	11/09/2023	11/09/2023	Teamsters Local Union No. 856	Payroll Ending 11/03/23	599.00
501584	11/03/2023	11/13/2023	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 12/2023	77,526.19
501585 - 501586	11/17/2023	11/17/2023	Board Compensation Checks and Direct Deposit	Board Compensation 10/2023	831.13
ACH	11/17/2023	11/17/2023	Internal Revenue Service	Board Compensation 10/2023	137.74
501587	10/30/2023	11/21/2023	ACWA Joint Power Ins Authority	Workers Compensation Insurance 07/01/2023 - 09/30/2023	17,442.67
501588	11/03/2023	11/21/2023	Employnet, Inc.	Temporary Customer Service Representatives 10/02 - 10/06, 10/16 - 10/20, 10/23 - 10/26	8,105.39
501589	10/18/2023	11/21/2023	Principal Life	Employee Paid Benefits 11/2023	263.60
501590	10/10/2023	11/21/2023	Lincoln National Life Insurance Company	Life, Disability, AD&D Insurance 11/2023	3,407.61

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
501591	10/25/2023	11/21/2023	WageWorks, Inc.	FSA Admin Fees 10/2023	170.00
501592	10/17/2023	11/21/2023	Transamerica Life Insurance Company	Employee Paid Benefit 10/2023	313.96
501593	11/15/2023	11/21/2023	Employee Reimbursement	2023 ACWA Conference/ Exhibition Per Diem Meals	227.50
501594	11/16/2023	11/21/2023	Employee Reimbursement	2023 Springbrook Conference Per Diem Meals/ Travel	624.69
ACH	11/24/2023	11/24/2023	Payroll Direct Deposit	Payroll Ending 11/17/23	131,709.82
ACH	11/24/2023	11/24/2023	CalPERS	Payroll Ending 11/17/23	33,531.39
ACH	11/24/2023	11/24/2023	Empower Retirement	Payroll Ending 11/17/23	13,914.39
ACH	11/24/2023	11/24/2023	Internal Revenue Service	Payroll Ending 11/17/23	50,664.95
ACH	11/24/2023	11/24/2023	State of California - EDD	Payroll Ending 11/17/23	11,071.82
ACH	11/24/2023	11/24/2023	WageWorks, Inc.	Payroll Ending 11/17/23	910.33
Total Disbursements for November 2023					2,449,636.80

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-B

Meeting Date: December 18, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of November 13, 2023

Staff Recommendation: Approve the draft minutes of the November 13, 2023 regular joint Board/GSA meeting.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The draft minutes of November 13, 2023 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of November 13, 2023.

Action Required: ____ Resolution X Motion ____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
November 13, 2023

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:01 p.m. on November 13, 2023 both in-person at 920 2nd Avenue, Suite A, Marina, California; and, via Zoom teleconference. President Shriner then proceeded with a land acknowledgement. “As Marina Coast Water District celebrates its 63rd year providing publicly owned water service to its customers in Marina and the Ord Community, we acknowledge that our service area is located on the traditional lands of the Esselen people. They are known today as the Ohlone/Constanoan-Esselen Nation. We respect their elders, past, present, and emerging, for they hold the memories, traditions, culture, and hopes of the Esselen people. We also acknowledge the government of the Ohlone/Coastanoan-Esselen Nation and appreciate the spiritual role it plays today in preserving the cultural, historical and heritage beliefs of the Esselen people. We are grateful that they share their traditional lands with us.”

2. Roll Call:

Board Members Present:

Jan Shriner – President
Herbert Cortez – Vice President – arrived at 6:27 p.m.
Brad Imamura
Thomas P. Moore
Gail Morton

Board Members Absent:

None

Staff Members Present:

Remleh Scherzinger, General Manager
David Hobbs, Assistant District Counsel
Derek Cray, Operations and Maintenance Manager
Mary Lagasca, Director of Administrative Services
Garrett Haertel, District Engineer
Patrick Breen, Water Resources Manager
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Item 2 (continued):

Audience Members:

Andy Sterbenz, Schaaf & Wheeler
Phil Clark, Seaside Resident
Tobias Osborne, MCWD
Sheri Damon, City of Seaside
Nisha Patel, City of Seaside
Marc Kelly
Martin Rauch, Rauch Communications
Warren Foster, MCWD
Sarah Beesen, MCWD
Joe Pineda, MCWD
Rene Magladeno, MCWD
Gonzalo Ortiz, MCWD

3. Presentation:

A. Adopt Resolution No. 2023-47 in Recognition of Jose Rodriguez, System Operator II, for 20 Years of Service with the Marina Coast Water District:

Mr. Derek Cray, Operations and Maintenance Manager, introduced this item and recognized Mr. Rodriguez for his 20 years of service.

Director Moore made a motion to adopt Resolution No. 2023-47 recognizing Jose Rodriguez for 20 years of service to MCWD and present him with a plaque and gift certificate. Director Morton seconded the motion. Mr. Phil Clark, Seaside resident, shared a memory of when Mr. Rodriguez attended an event for the District, showcasing the Vactor Truck and how excited the children and parents were to check out the truck. He added that Mr. Rodriguez's smile was bigger than the kids' and welcoming to everyone. Ms. Sarah Beesen, MCWD, commented that Mr. Rodriguez was an asset to the District and she enjoyed working with him. Mr. Rodriguez voiced his appreciation and thanked the Board for the opportunity to work for the District. The motion was passed by the following vote:

Director Imamura	-	Yes	Vice President Cortez	-	Absent
Director Moore	-	Yes	President Shriner	-	Yes
Director Morton	-	Yes			

President Shriner read the narration of the Resolution and presented the gift certificate to Mr. Rodriguez.

4. Public Comment on Closed Session Items:

There were no comments made.

Item 4 (continued):

The Board entered into closed session at 6:21 p.m. to discuss the following items:

5. Closed Session:

- A. Conference with Legal Counsel – Existing Litigation
(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)
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)

- B. Pursuant to Government Code 54956.9(d)(2)
Conference with Legal Counsel – Threat of Potential Litigation
One Potential Case

- B. Pursuant to Government Code section 54956.9(d)(4)
Conference with Legal Counsel – Initiation of Litigation
One Potential Case
City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.,
No. 2:23-cv-03230-RMG

Vice President Cortez arrived at 6:27 p.m. The Board ended closed session at 7:45 p.m. President Shriner reconvened the meeting to open session at 7:51 p.m.

6. Reportable Actions Taken During Closed Session:

Mr. David Hobbs, Assistant District Counsel, stated that there were no reportable actions taken during closed session.

7. Pledge of Allegiance:

Director Imamura led everyone present in the pledge of allegiance.

8. Oral Communications:

There were no public comments.

9. Consent Calendar:

Director Imamura requested to pull item 9-B from the Consent Calendar.

Item 9 (continued):

Director Morton made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of October 2023; C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of October 31, 2023; and, D) Receive the 3rd Quarter Investment Report for Calendar Year 2023. Director Moore seconded the motion. The motion was passed by the following vote:

Director Imamura	-	Yes	Vice President Cortez	-	Yes
Director Moore	-	Yes	President Shriner	-	Yes
Director Morton	-	Yes			

B. Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of October 16, 2023:

Director Imamura stated that he pulled this item because he was absent from the meeting and wanted to abstain from the vote.

Director Moore made a motion to approve the draft minutes of the Regular Joint Board/GSA Meeting of October 16, 2023. Director Morton seconded the motion. The motion was passed by the following vote:

Director Imamura	-	Abstained	Vice President Cortez	-	Yes
Director Moore	-	Yes	President Shriner	-	Yes
Director Morton	-	Yes			

10. Action Items:

A. Receive a Presentation on the District's Cost Center Separation and the Proposition 218 Process:

Mr. Hobbs introduced this item giving a brief history of the District and overview of the Prop. 218 process. He explained that the Water/Wastewater Facilities Agreement with FORA required that the District keep separate funds for the Ord service area. Mr. Hobbs reviewed the key differences between the Marina and the Ord water systems and how the Ord water system is three times that of Marina and how the Ord system was not constructed or maintained to standard compliance as the Marina system is. He stated that there may come a day when the expenses may be combined, but that is not until it is justified by objective administrative, engineering, financial or legal considerations. Mr. Hobbs reviewed the rules and noted that in the end, Prop. 218 allows one vote per parcel, and it would require a majority to stop the proposed rate increase. Discussion followed.

Ms. Shari Damon, City of Seaside, thanked staff for the presentation and asked for clarification on the miles of infrastructure that serves the Federal Enclave area and how many votes they are allowed for the Prop. 218 process. She also asked for a copy of the PowerPoint presentation. Mr. Scherzinger stated that he did not have readily available information regarding how many miles of infrastructure serves the Federal Enclave area. Mr. Hobbs answered that there was one vote per parcel, but he was not aware of how many parcels are in the Federal Enclave area. Ms. Riso stated she would send the presentation to Ms. Damon first thing in the morning.

11. Informational Items:

A. General Manager's Report:

Mr. Scherzinger stated he had nothing to report.

B. Committee and Board Liaison Reports:

1. Budget and Engineering Committee:

Director Morton gave a brief update.

2. Executive Committee:

Vice President Cortez gave a brief update.

3. Community Outreach Committee:

Director Imamura gave a brief update.

4. M1W Board Member Liaison:

Director Moore gave a brief update.

12. Board Member Requests for Future Agenda Items:

There were no requests for items.

13. Director's Comments:

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

14. Adjournment:

The meeting was adjourned at 9:46 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-C

Meeting Date: December 18, 2023

Prepared By: Paula Riso

Approved By: Remleh Scherzinger, PE

Agenda Title: Approve the Proposed Regular Board/GSA Meeting and Workshop Meeting Schedule for 2024

Staff Recommendation: Approve the proposed regular Board/GSA meeting and workshop meeting schedule for 2024.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Discussion/Analysis: The Board generally holds one meeting per month with the Board meeting held on the third Monday of the month. The first Monday of the month is usually reserved for special meetings and workshops although the dates can vary depending on the subject. Staff is anticipating that in 2024 there will be very few months that would require more than one meeting.

1st Monday of Each Month – Reserved for Workshops/Special Meetings
3rd Monday of Each Month – Board Meetings
6:00 p.m.

January 22, 2024*
February 20, 2024**
March 18, 2024
April 15, 2024
May 20, 2024
June 17, 2024
July 15, 2024
August 19, 2024
September 16, 2024
October 21, 2024
November 18, 2024
December 16, 2024

*Due to MLK Holiday

**Monday is a holiday, so the meeting is scheduled for Tuesday

Environmental Review Compliance: None required.

Legal Counsel Review: None required.

Climate Adaptation: Not applicable.

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

Other Considerations: The Board can suggest alternate meeting dates.

Material Included for Information/Consideration: None.

Action Required: _____Resolution X Motion _____Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-D

Meeting Date: December 18, 2023

Prepared By: Garrett Haertel, PE

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2023-48 to Approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership; and, Amend the FY 2023-2024 Capital Improvement Budget to fund the Coe Avenue Water Pipeline Upsizing for the Seaside Resort (Enclave - Phase 3) Project

Staff Recommendation: Adopt Resolution No. 2023-48 to approve a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership; and, amend the FY 2023-2024 Capital Improvement Budget to fund the Coe Avenue Water Pipeline Upsizing for the Seaside Resort (Enclave - Phase 3) Project (OW-0341).

Background: *Strategic Plan, Element No. 2 Infrastructure – Our objective is to provide a high-quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards. Strategic Goal 2.1 - Improvements and expansion plans for existing water (potable water and recycled water) delivery and wastewater collection systems; 2020 System Master Plans.*

On September 19, 2022, MCWD approved an Infrastructure Agreement (“IA”) with Shea Homes Limited Partnership related to the construction of Enclave at Seaside Resort – Phase 3 (“Shea Project”).

During the development of the Shea Project, it became evident that MCWD’s future plans for the replacement and upsizing of the remaining 8-inch Coe Avenue 1,080 lineal foot section of pipeline as identified in the District’s adopted 2020 Water System Master Plan as O-P6/W11, should be advanced in order to install infrastructure within the Shea Project at this time to avoid replacing new infrastructure with slightly larger infrastructure in the future as proposed in the Master Plan.

Discussion/Analysis: It was determined during the master planning process that the water pipeline within Coe Avenue would need to be replaced and upsized from an 8” to a 12” for future development, some of which includes the Shea Project, as the pipeline is not properly located nor of proper material to provide full service to the area.

Total construction cost was estimated for Project W11 in the 2020 Water System Master Plan as \$684,000. The initial project bid for the W11 Project scope of work from the contractor working on the Shea Project was received as \$602,328. The project bid also included work for portions of the in-tract sewer work and water system work not covered by the scope of Project W11. The 12-inch pipeline section of work is estimated to cost \$420,835, the PRV station is estimated to cost \$168,310, and the design, permitting and markup is calculated at \$84,034.

There is a cost-saving advantage to include this 1,080-foot section of pipeline upgrade with the construction of the Shea Project improvements. The Shea Project will contribute 9% of the cost

of the new pressure reducing station and 5% of the cost of the new 12-inch pipeline section as these portions will be required for the Enclave Phase 3 development. In addition, the Shea Project will contribute 6% of the design and permitting for the entire project scope including the Shea Project portion. Overall, this work will be completed in conjunction with in-tract sewer main work necessary for the Enclave Phase 3 Project. The Developer will be reimbursed for the increased costs in accordance with the terms of the “Reimbursement Agreement between MCWD and Shea Homes LP” submitted herewith for approval using the previously approved reimbursement agreement template document. The included reimbursement agreement has been reviewed by District Counsel.

This project, as identified in the 2020 approved Water Master Plan, was anticipated and budgeted for in the FY 2023/2024 Capital Improvement Program (CIP) (OW-0341) at \$350,000. As stated above, this section of pipe is in need of replacement and not located within the public right-of-way. The District portion of the current scope of work is anticipated to cost \$602,085, which includes 91% of the PRV station (\$153,310), 95% of the 12-inch pipeline section (\$420,835) and 9% of the design and permitting (\$50,420).

District staff therefore recommends engaging the Developer to increase the water main within Coe Avenue and relocate it within the public right-of-way and include the necessary pressure reducing station to accommodate the required flows, location, and pipe construction. In addition, staff recommends amending the FY 2023-2024 CIP budget for Project OW-0341 by transferring the additional \$252,085 from capacity fee reserves to fully fund this project at \$602,085 and approve the reimbursement agreement with Shea Homes.

Environmental Review Compliance: On July 7, 2005, the City of Seaside adopted Resolution No. 05-44 which found: i) that the Final Environmental Impact Report (EIR) for the Seaside Resort Project was completed in compliance with California Environmental Quality Act (CEQA); ii) the CEQA Guidelines and significant impacts identified in the Final EIR were required in or incorporated into the Project to avoid or substantially lessen the impacts identified; and, iii) recognized that the approval of the Project would nonetheless result in certain unavoidable and potentially irreversible effects, both project-related and cumulative.

In addition, this project OW 0341 will require a Notice of Exemption under CEQA. The Project is exempt under California Code of Regulations, Title 14, Section 15282 – Other Statutory Exemptions, (k) which allows for “the installation of new pipeline or maintenance, repair, restoration, removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length.”

Legal Counsel Review: Legal Counsel reviewed the Board Transmittal, Resolution, and standard Reimbursement Agreement.

Climate Adaptation: By completing this project concurrently with the work already designed, planned, and approved within Coe Avenue it will minimize additional greenhouse gas emissions by eliminating the future impacts from construction equipment and materials if the pipeline work is undertaken in the future. In addition, moving the water main into a public right-of-way eliminates the potential for impacting potentially sensitive habitats.

Financial Impact: Yes No **Funding Source/Recap:** Ord Water FY 2023-2024 CIP Budget. The Project costs are proposed at \$602,085 and the budgeted amount for OW-0341 within the 2023/2024 CIP is \$350,000. The remaining amount will be transferred from Ord Water capacity fee reserves in the amount of \$252,085 leaving a remaining balance of \$4,747,915.

CIP Budget Amendment	Budget	Change	Balance
From: Capacity Fee Reserves	\$ 5,000,000 – OW	\$ (252,085)	\$ 4,747,915 – OW
To: OW-0341 Coe Ave Pipeline and PRV (Capacity Fees)	\$ 350,000	\$ 252,085	\$ 602,085

Material Included for Information/Consideration: Resolution No. 2023-48; Reimbursement Agreement; and Cost Exhibit.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

December 18, 2023

Resolution No. 2023-48
Resolution of the Board of Directors
Marina Coast Water District

Approving a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership;
and Amending the FY 2023-2024 Capital Improvement Budget to fund the Coe Avenue Water
Pipeline Upsizing for the Seaside Resort (Enclave - Phase 3) Project (OW-0341)

RESOLVED by the Board of Directors (“Board”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on December 18, 2023, at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, the MCWD is a County Water District and political subdivision of the State of California, organized under Division 12, sections 3000 and following, of the California Water Code, established in 1960: and,

WHEREAS, the District is contractually obligated to provide water, wastewater and recycled water service to the former Fort Ord (Ord Community) under the Water/Wastewater Facilities Agreement with the Fort Ord Reuse Authority (FORA) dated March 13, 1998, under contracts with the U. S. Army and as further described in the Assignment of Easement on Former Fort Ord and Ord Military Community, County of Monterey, and Quitclaim for Water and Wastewater Systems, between FORA and MCWD, dated 2001; and,

WHEREAS, FORA ceased to exist on June 30, 2020; and,

WHEREAS, the District holds title to, and is the owner of, all of the water, sewer and recycled water infrastructure within the Ord Community; and,

WHEREAS, the District has made significant investment in the Ord Community in the form of water, wastewater and recycled water infrastructure, addition of staff and equipment, adoption of redevelopment standards and procedures, and the preparation of master plans and water supply project studies; and,

WHEREAS, the City of Seaside on July 7, 2005, adopted Resolution No. 05-44 allocating sufficient water to the Seaside Resort and associated projects and authorized Marina Coast Water District to provide water service for the Project; and,

WHEREAS, the District was in preparation for planning to replace the aging water main 1,080-foot section of pipeline adjacent to Coe Avenue west of General Jim Moore Boulevard within the public right-of-way and add a pressure reducing valve (PRV) station to provide service to Seaside Resort; and,

WHEREAS, the District and Shea Homes Limited Partnership entered into an Infrastructure Agreement on September 19, 2022, relating to water allocation and infrastructure for water service at the Enclave at Seaside Resort – Phase 3 (the “Shea Project”); and,

WHEREAS, District staff recommends having the Developer increase the water main pipe size and install a new PRV station to accommodate existing and future demands within Coe Avenue beyond what is required to serve the Shea Project, and reimburse the Developer for the construction costs; and,

WHEREAS, an estimated cost of \$602,085 is necessary to cover the full amount of the reimbursement to augment the planned water pipe diameter increase and PRV station installation; and,

WHEREAS, an additional \$252,085 in resources is necessary for the project to cover the full amount of the project spend; and,

WHEREAS, a FY 2023-2024 Capital Improvements Program Project (OW-0341) Budget approval is required to resource this project in order to achieve the desired facility objectives.

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

1. find the actions approved herein are exempt from CEQA per C.C.R., Title 14, Section 15282(k) – Other Statutory Exemptions.
2. adopt Resolution No. 2023-48 approving a Reimbursement Agreement between MCWD and Shea Homes Limited Partnership; and Amending the FY 2023-2024 Capital Improvement Budget to fund the Coe Avenue Water Pipeline Upsizing for the Seaside Resort (Enclave - Phase 3) Project (OW-0341)
3. amend the FY2023-2024 Capital Improvement Plan Budget as follows:

CIP Budget Amendment	Budget	Change	Balance
From: Capacity Fee Reserves	\$ 5,000,000 – OW	\$ (252,085)	\$ 4,747,915 – OW
To: OW-0341 Coe Ave Pipeline and PRV (Capacity Fees)	\$ 350,000	\$ 252,085	\$ 602,085

4. authorize the General Manager to file a Notice of Exemption, execute the Reimbursement Agreement between MCWD and Shea Homes LP and to take all actions and execute all documents which may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on December 18, 2023 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 _____

, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-48 adopted December 18, 2023.

Remleh Scherzinger, Secretary

**ENCLAVE AT SEASIDE RESORT PHASE 3
REIMBURSEMENT AGREEMENT
FOR
WATER FACILITIES**

THIS AGREEMENT ("Reimbursement Agreement") is entered into as of the _____ day of _____ 2023, by and among SHEA HOMES LIMITED PARTNERSHIP, a California Limited Partnership ("Developer"), and the MARINA COAST WATER DISTRICT, a California water district ("District"). Developer and District are sometimes referred to herein as a "Party" and collectively as "Parties."

RECITALS

A. Developer is in the process of constructing Phase 3 of The Enclave at Cypress Grove at Seaside Resort, pursuant to entitlements approved by the City of Seaside, consisting of residential, public, open space and recreational uses (the "Development").

B. Developer and District have entered into that certain agreement entitled "Water, Sewer and Recycled Water Infrastructure Agreement for Enclave at Cypress Grove at Seaside Resort Phase 3" (the "Infrastructure Agreement") pursuant to which the Developer has agreed to install and convey to the District upon completion, certain improvements (collectively, the "Facilities" and each severable portion or phase thereof, a "Facility") required by the District to provide water and sewer services to the Development.

C. The District desires the Developer to install certain Facilities (outside the boundary of the Development, or Out-of-Tract) to improve water service, a portion of which is attributable to the Development.

D. The District and Developer desire to enter into an agreement to provide for the reimbursement by the District to Developer of costs of design and construction of certain Facilities pursuant to the Infrastructure Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, District and Developer hereby agree as follows:

1. SCOPE/DESCRIPTION OF REIMBURSABLE IMPROVEMENTS

1.1 Improvements Subject to this Reimbursement Agreement. The District has determined that its Coe Avenue 8-inch water main, which is an Out-of-Tract Facility serving a portion of the Development, needs to be replaced with a 12-inch water main and pressure reducing valve (PRV) station ("Coe Avenue 12-inch Water Main and PRV"). A detailed scope of work and budget for the Coe Avenue 12-inch Water Main and PRV shall be agreed upon in writing, using the Work Release format in Exhibit 1, attached hereto.

1.2 Reimbursement. Provided Developer designs, constructs and dedicates the Coe Avenue 12-inch Water Main and PRV to MCWD as set forth in this Reimbursement Agreement,

District shall reimburse Developer for that portion of the costs incurred by Developer as estimated in Exhibit 1 and as may be amended from time to time provided the Parties mutually agree to in writing to any amendments prior to the expense being incurred (the "Reimbursement Amount"). Reimbursements will be paid to Developer in US Dollars via acceptable check or wire transfer by District within sixty (60) days of presenting an accurate invoice, which acceptance shall not be unreasonably withheld by District. Payments will be provided not more frequently than monthly, for up to 90% of the Reimbursement Amount. Final payment of the remaining 10% of the Reimbursement Amount ("Final Reimbursement Payment") shall be made subsequent to the completion by Developer and acceptance by District of the Coe Avenue 12-inch Water Main and PRV and provided the Parties have agreed upon the final Reimbursement Amount. District shall pay the Final Reimbursement Payment to Developer within sixty (60) days of invoice from Developer.

2. DESIGN AND CONSTRUCTION REQUIREMENTS

2.1 Developer shall, at its sole cost and expense, cause the design and construction of the Coe Avenue 12-inch Water Main and PRV in strict accordance with the District's requirements. The Infrastructure Agreement shall be incorporated herein and shall govern the design, construction, dedication and warranty requirements for the Coe Avenue 12-inch Water Main and PRV.

3. REIMBURSEMENT COSTS

3.1 Determination of Total Coe Avenue 12-inch Water Main and PRV. MCWD's Reimbursement Amount shall be based on that portion of the actual construction costs of the Coe Avenue 12-inch Water Main and PRV, as described in Section 1.2 above, which is in excess of Developer's proportional benefit as determined herein.

95% of the actual cost of constructing a new 12-inch water main, connections to existing water main, valves, and demolition of replaced piping (estimated to be in the approximate amount of \$398,355); and

91% of the actual cost of constructing the new pressure reducing valve station (estimated to be in the approximate amount of \$153,310); and

9% markup of entire project costs to cover the cost of design and permitting (estimated to be in the approximate amount of \$50,420).

3.2 Submission of Documentation; District Right To Audit. Upon Developer's completion of the Coe Avenue 12-inch Water Main and PRV, Developer shall submit documentation to District evidencing the cost of the Coe Avenue 12-inch Water Main and PRV construction including, but not limited to, costs of design, permits, bonds, and insurance incurred by Developer from the date of acceptance of the Coe Avenue 12-inch Water Main and PRV by the District until full reimbursement by the District and all other mutually agreed upon costs ("Eligible Costs"). Costs incurred for the Coe Avenue 12-inch Water Main and PRV jointly with other incidental infrastructure improvements (such as joint trenching) shall be allocated on a pro rata basis

according to costs of installation of each improvement. Such documentation may include, but is not limited to, copies of Developer's construction contract(s), invoices, cancelled checks, complete lien releases with respect to all Facilities and any other documentation reasonably requested by District. Developer agrees that District shall have the right to audit, upon District's reasonable request and at District's sole cost, Developer's records of the Eligible Costs of the Facility in order for Developer to verify the Developer's Eligible Costs.

4. MISCELLANEOUS

4.1 Notice. Any notice or communication required hereunder between the District or Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any party hereto may at any time, by giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To District:

Marina Coast Water District
ATTN: General Manager
11 Reservation Road
Marina, CA 93933

To Developer:

Shea Homes, LP
ATTN: Don Hofer
580 Executive Center
11501 Dublin Blvd
Dublin, CA 94568

4.2 Term. The term of this Reimbursement Agreement shall start on the day and year duly executed by the Parties and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of the Coe Avenue 12-inch Water Main and PRV and the expiration of the required warranty period, whichever occurs first.

4.3 Modification. Modifications or amendments to this Reimbursement Agreement shall be in writing and executed by all Parties.

4.4 Assignment. This Reimbursement Agreement and all of the terms and conditions contained herein shall inure to the benefit of and bind the successors and assigns of District and Developer. Nothing contained herein restricts or prohibits the sale or other transfer of property.

4.5 Entire Agreement. This Reimbursement Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Reimbursement Agreement, together with the attached Exhibits, constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof. The Exhibits attached to this Reimbursement Agreement are incorporated herein for all purposes.

4.6 Compliance with Infrastructure Agreement. Dispute Resolution. Developer agrees all Facilities it constructs shall be constructed in compliance with the terms of the Infrastructure Agreement. Any dispute between the Parties as to the proper interpretation, application or enforcement of this Reimbursement Agreement shall be subject to dispute resolution in the same manner and with the same effect as provided in Section 19 of the Infrastructure Agreement, the provisions of which are hereby incorporated into this Reimbursement Agreement by reference.

4.7 Waiver. All waivers of the provisions of this Reimbursement Agreement shall be in writing and signed by the appropriate authorities of the District and the Developer.

4.8 California Law. This Reimbursement Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions.

4.9 Prevailing Wage. All Facilities paid for in whole or in part by reimbursement of Eligible Costs from District funds under this Reimbursement Agreement are subject to the prevailing wage requirements for public works construction, under Sections 1770 through 1781 of the Labor Code. The applicable provisions shall be applied. Nothing in this section shall be deemed to modify the provisions of Section 29 of the Infrastructure Agreement with respect to all other Facilities.

4.10 Attorney's Fees. If either party to this Reimbursement Agreement brings a suit or proceeding to enforce or require performance of the terms of this Reimbursement Agreement, the prevailing party in such suit or proceeding shall be entitled to recover from the other party reasonable costs and expenses, including attorneys' fees and the costs and fees of any experts reasonably engaged by the attorney.

4.11 Severability. If any term or provision of this Reimbursement Agreement, or the application of any term or provision of this Reimbursement Agreement to a particular situation, is

held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Reimbursement Agreement, or the application of this Reimbursement Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Reimbursement Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, the party adversely affected may (in its sole and absolute discretion) terminate this Reimbursement Agreement by providing written notice of such termination to the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this Reimbursement Agreement the day and year first above written.

<p>DISTRICT: Marina Coast Water District, A California County Water District</p> <p>By: _____ Remleh Scherzinger, PE General Manager</p> <p>Approved as to Form:</p> <p>By: _____ David Hobbs, District Legal Counsel</p>	<p>DEVELOPER: Shea Homes Limited Partnership, A California Limited Partnership</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>
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EXHIBIT 1
Work Release for Coe Avenue 12-inch Water Main and PRV Reimbursement

Type of Facility (mark all that apply)	Location	Funding Source
<input checked="" type="checkbox"/> Water	<input type="checkbox"/> In-Tract	<input checked="" type="checkbox"/> CIP OW-0341, FY2023-24
<input type="checkbox"/> Sewer	<input checked="" type="checkbox"/> Out-Of-Tract:	<input checked="" type="checkbox"/> Developer: Shea Homes LP.
<input type="checkbox"/> Recycled Water	Enclave Phase 3	

Scope of Work – Description: Coe Avenue 12-inch Water Main and PRV Station

New water main and PRV station including:

- 1,080-LF of 12-inch C900 PVC pipe with ductile iron fittings
- One dual pressure reducing valve station consisting of:
 - A precast concrete valve vault with traffic rated hatch
 - Three (3) each 12-inch gate valves
 - Two (2) each 12-inch Tee Couplings
 - Two (2) 12-inch by 8-inch reducing spools
 - One (1) 8-inch pressure reducing valve, Cla-Val model 90-01KO
 - One (1) 3-inch pressure reducing valve, Cla-Val model 90-01
 - Two (2) 8-inch gate valves
 - Two (2) 3-inch gate valves
 - Associated valves, fittings, and appurtenances
- Pipeline testing, disinfection, and tie-in
- Trench repaving and surface restoration
- Demolition, removal, and abandonment of 1,040-LF of the existing 8-inch water main.

Developer shall manage the design, construction, and installation of the Coe Avenue 12-inch Water Main and PRV Station, including the retention of an engineering firm for design purposes. Developer shall select the contractor from at least 3 bids and upon acceptance advise the District of scope of work and cost associated with the design of the project.

Estimated Costs:

- | | |
|--|---------------------|
| 1. 9% Markup to accommodate Design and City Permitting: | <u>\$50,420.00</u> |
| 2. 95% of the actual cost of replacing
1,080 LF of water main from 8” to 12”: | <u>\$398,355.00</u> |
| 3. 91% of the actual cost of the new PRV station: | <u>\$153,310.00</u> |

Estimated Start Date:	Fall 2023
Estimated Completion Date:	Winter 2023/2024
Estimated Total Cost:	\$602,085.00

Actual Reimbursement Amount shall be based on contracts, invoices and other documentation as provided in this Reimbursement Agreement.

All District plan check fees and 95% of inspection fees will be paid by District.

Attachments:

Drawings: The Enclave Phase 3, Coe Avenue Water Plan – MCWD CIP W11, prepared by Whitson Engineers

Agreed:

DEVELOPER:

SHEA HOMES, L.P.
a California Limited Partnership

By: _____
Donald A. Hofer, Authorized Agent

By: _____
Curt Honodel, Authorized Agent

DISTRICT:

MARINA COAST WATER DISTRICT,
a California water district

By: _____
General Manager

Date Signed: _____

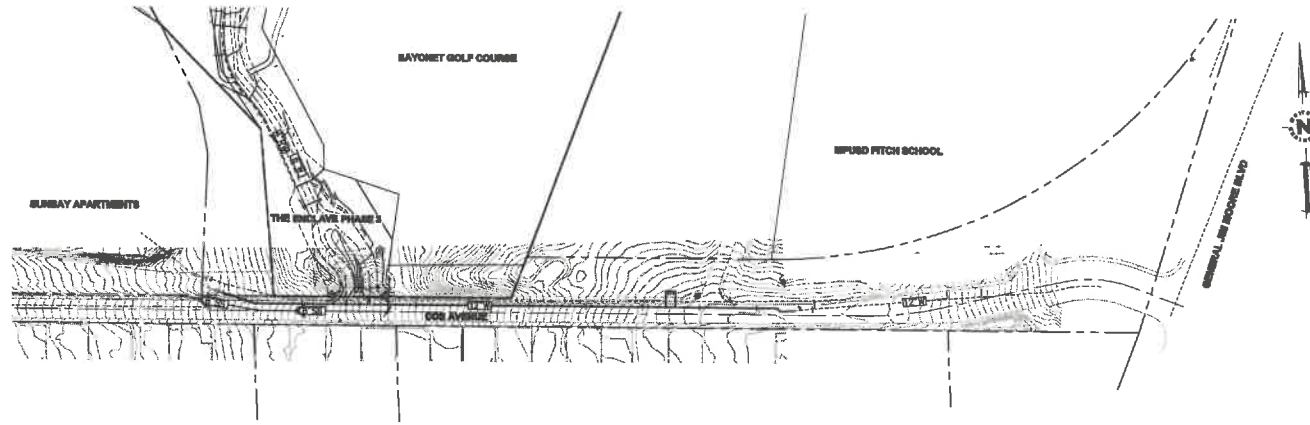
PROJECT TEAM

APPLICANT/DEVELOPER
 SHEA HOMES LIMITED PARTNERSHIP
 2630 SHEA CENTER DRIVE
 LIVERMORE, CA 94551
 (925) 245-3600

CIVIL ENGINEER
 WHITSON ENGINEERS
 6 HARRIS COURT
 MONTEREY, CA 93940
 ANDREW HUNTER, P.E. 67730
 (831) 649-5225

GEOTECHNICAL ENGINEER
 HARO KASUNICH & ASSOCIATES INC.
 118 E LAKE AVE
 WATSONVILLE, CA 95076
 NOSES CUPRILL
 (831) 722-4176

THE ENCLAVE PHASE 3 SEASIDE, CALIFORNIA COE AVENUE WATER PLAN MCWD CIP W11



IMPROVEMENT PLAN NOTES

- THE FOLLOWING LIST OF STANDARDS AND/OR SPECIFICATIONS ARE INCORPORATED INTO THESE PLANS BY REFERENCE:
 DESIGN AND CONSTRUCTION OF ALL IMPROVEMENTS SHALL COMPLY WITH ALL APPLICABLE STANDARDS INCLUDING:
 A) MARINA COAST WATER DISTRICT STANDARD PLANS, SPECIFICATIONS AND CODE OF ORDINANCES (LATEST EDITION).
- THE CONTRACTOR SHALL NOTIFY USA (UNDERGROUND SERVICE ALERT) AT (800) 227-2600, OR CALL 6-1-1, 2 WORKING DAYS PRIOR TO ANY EXCAVATION. THE USA AUTHORIZATION NUMBER SHALL BE KEPT AT THE JOB SITE.
- THE CONTRACTOR IS RESPONSIBLE FOR MATCHING EXISTING STREETS, SURROUNDING LANDSCAPES AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, CURBS, GUTTERS, SIDEWALKS, CRACKING, ETC. AND TO AVOID THE CREATION OF ANY LOW SPOTS OR HAZARDOUS CONDITIONS OR ANY ABRUPT OR APPARENT CHANGES IN APPEARANCE, GRADES, OR CROSS SLOPES.
- SHOULD IT APPEAR THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THESE PLANS, THE CONTRACTOR SHALL CONTACT ANDREW HUNTER AT WHITSON ENGINEERS AT (831) 649-5225 FOR SUCH FURTHER DELINEATIONS AS MAY BE NECESSARY.
- EXISTING CURB AND SIDEWALK WITHIN THE PROJECT LIMITS THAT ARE DAMAGED OR DISPLACED, EVEN THOUGH NOT PROPOSED TO BE REMOVED, SHALL BE REPAIRED OR REPLACED, EVEN IF DAMAGE OR DISPLACEMENT OCCURRED PRIOR TO ANY WORK PERFORMED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL COORDINATE THE SEWER, WATER AND STORM DRAIN CONSTRUCTION IN A MANNER TO PREVENT ANY CONFLICTS WHERE UTILITY LINES CROSS EACH OTHER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PLANS FOR ALL OTHER UTILITIES FOR THIS PROJECT AND SHALL FAMILIARIZE HIMSELF THEREWITH, AND SHALL NOTIFY THE CIVIL ENGINEER IMMEDIATELY OF ANY CONFLICT WITH THIS PLAN PRIOR TO THE START OF CONSTRUCTION.
- MANHOLE, VALVE, AND METER BOX RIM ELEVATIONS (IF SHOWN) ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE RIMS AND COVERS TO THE FINISHED PAVEMENT GRADE.

SURVEY AND EXISTING CONDITIONS

- ASSUMED EXISTING CONDITIONS ARE BASED ON AN TOPOGRAPHIC SURVEY PERFORMED BY WHITSON ENGINEERS IN MARCH AND NOVEMBER 2022.
- ALL EXISTING ELEVATIONS SHOWN ARE AS MEASURED IN THE FIELD, UNLESS OTHERWISE NOTED.
- OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL NOTIFY USA (UNDERGROUND SERVICE ALERT) FOR THE UTILITY LOCATIONS PRIOR TO ANY CONSTRUCTION (800-227-2600 OR CALL 6-1-1). NOTWITHSTANDING THE OWNER HAS THE ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL BE THE OBSTRUCTIONS ENCOUNTERED. ALL INFRASTRUCTURE TO BE REMOVED SHALL BE COMPLETED PER THE EAST GARRISON PHASE 3 DEMOLITION PLAN, PRIOR TO THE GRADING OPERATION.
- THE CONTRACTOR SHALL NOT DESTROY ANY PERMANENT SURVEY POINTS. ANY PERMANENT INSTRUMENTS OR POINTS DESTROYED SHALL BE REPLACED BY A LICENSED SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETE, AND ACCURATE RECORD OF ALL DEVIATIONS FROM THE WORK PROPOSED IN THESE PLANS AND THE SPECIFICATIONS, AND A RECORD DRAWING SET SHALL BE PREPARED AND PROVIDED TO THE ENGINEER AT THE COMPLETION OF WORK. CHANGES SHALL NOT BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DESIGN ENGINEER.
- THE EXISTENCE, LOCATION AND ELEVATION OF ANY UNDERGROUND FACILITIES ARE SHOWN ON THESE PLANS IN A GENERAL MANNER ONLY. NOT ALL UTILITIES MAY BE SHOWN. IT IS MANDATORY THAT THE CONTRACTOR EXPOSE AND VERIFY THE TOP AND BOTTOM OF ALL UTILITIES PRIOR TO ANY WORK ON SYSTEMS WHICH MAY BE AFFECTED BY THE EXISTING UTILITY'S LOCATION. IT IS THE RESPONSIBILITY AND DUTY OF THE CONTRACTOR TO MAKE THE FINAL DETERMINATION AS TO THE EXISTENCE, LOCATION AND ELEVATION OF ALL UTILITIES AND TO BRING ANY DISCREPANCY TO THE ATTENTION OF THE ARCHITECT.
- THESE PLANS SHOW EXISTING FEATURES INCLUDING BUT NOT LIMITED TO TREES, UTILITIES, AND STRUCTURES THAT MAY BE AFFECTED BY THE CONSTRUCTION OR PLACEMENT OF THE PROPOSED ENGINEERED IMPROVEMENTS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE TO IMMEDIATELY NOTIFY THE ENGINEER IF THERE ARE ANY EXISTING FEATURES, WHETHER SHOWN OR NOT SHOWN ON THESE PLANS, THAT COULD IN ANY WAY BE IN POTENTIAL CONFLICT WITH THE DESIGN ON THESE PLANS. ALL WORK WITHIN THE MOUNDITY OF A POTENTIAL CONFLICT SHALL CEASE UNTIL AN ADEQUATE AND APPROPRIATE SOLUTION IS DETERMINED BY THE ENGINEER AND APPROVED BY THE CITY OF SEASIDE.

SANITARY SEWER STRUCTURE SCHEDULE			
STRUCTURE	TYPE	MCWD STD	
SSM4	18, 17, 18	EPOXY LINED SANITARY SEWER MANHOLE	S-1, S-2, S-3, S-11
SSM4	15	EPOXY LINED SHALLOW SANITARY SEWER MANHOLE CONE SECTION	S-15

POTABLE WATER SYSTEM

PIPE QUANTITIES	
6" C900 PC 305 RATED PVC MAIN (OR 14 PER AFPA C900-67)	12 LF
12" C900 PC 305 RATED PVC MAIN (OR 14 PER AFPA C900-67)	1,070 LF

SANITARY SEWER SYSTEM

PIPE QUANTITIES	
8" PVC SDR-35 MAIN	420 LF

1. GRAVITY SEWER PIPE SHALL BE INSTALLED PER MCWD STANDARDS AND SHALL BE PVC SDR-35.

MARINA COAST WATER DISTRICT
 11 RESERVOIR ROAD
 MARINA, CA 93933
 (831) 364-6131

APPROVED FOR CONSTRUCTION:
 GARRETT MARTEL, P.E., DISTRICT ENGINEER

DATE

LEGEND			ABBREVIATIONS	
DESCRIPTION	PROPOSED	EXISTING	AB	ADJUSTABLE BASE ALIGNMENT
LOT LINE	---	---	AC	ASPHALT CONCRETE
RIGHT-OF-WAY	---	---	BO	BLOW OFF VALVE
CENTER LINE	---	---	BSW	BACK WATER VALVE
EASEMENT LINE	---	---	CBAS	CURB, GUTTER & SIDEWALK
DOMESTIC WATER MAIN	---	---	CL	CENTERLINE
RECLAIMED WATER MAIN	---	---	CO	CORNER CUT
SANITARY SEWER	---	---	COM	COMMUNICATIONS LINE
STORM DRAIN	---	---	CON	CONCRETE
FIBER OPTICS	---	---	ELB	ELEW
STORM MANHOLE	---	---	EM	EASEMENT
SANITARY SEWER MANHOLE	---	---	EP	EDGE OF PAVEMENT
STANDARD CURB INLET	---	---	ER	END OF RETURN
MORNING	---	---	ES	EXISTING
FIRE HYDRANT	---	---	FC	FACE OF CURB
			FE	FACE OF CURB
			FI	FIRE HYDRANT
			FL	FRESH CPVC LINE
			FR	FUTURE
			FT	FACE BREAK
			GT	GATE
			HT	HIGHWAY
			LI	LEFT
			MAN	MANHOLE
			MC	MORNING
			NC	NATURALLY CLOSED
			NW	NORTHWEST
			OS	OVERHEAD
			PE	OVERHEAD ELECTRIC
			PI	PROPOSED
			PL	PROPERTY LINE
			PR	PROTECT IN PLACE
			RET	RETAINING
			RT	RIGHT
			R/W	ROAD AND UTILITY EASEMENT
			SW	SOUTH OF WAY
			SWM	STORM DRAIN MANHOLE
			SS	STORM DRAIN
			SSM	SANITARY SEWER MANHOLE
			STN	STATION
			STD	STANDARD
			SW	SIDEWALK
			S/W	SEWERAGE EASEMENT
			TR	TRAFFIC INDEX
			W	WATER
			WV	WATER VALVE

INDEX OF SHEETS	
SHEET DESCRIPTION	
1 COVER SHEET	
2-4 NOTES AND MICRO DETAILS	
5-6 COE AVE WATER PLAN AND PROFILE	
7 SANITARY SEWER CROSSINGS	

0 1 2 3 INCHES

City of Seaside
 Land Surveying
 4000 Ocean
 Monterey, California
 www.cityofseaside.com

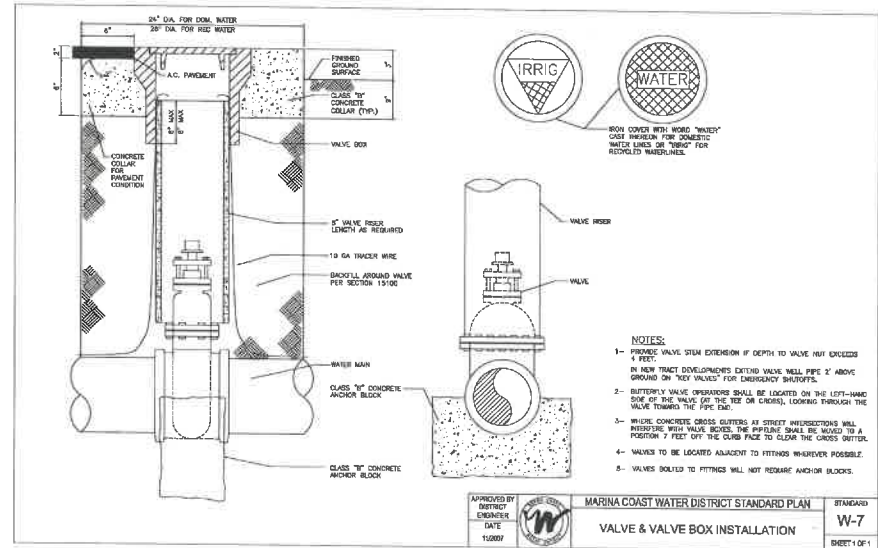
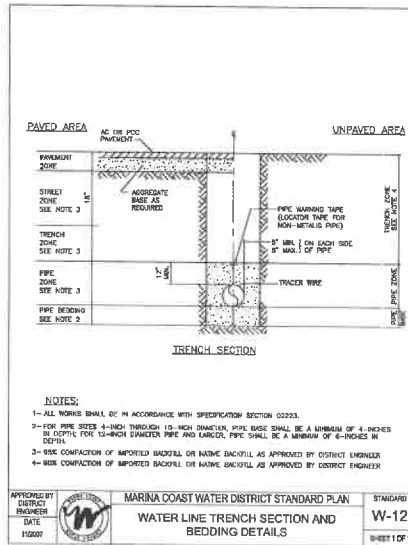
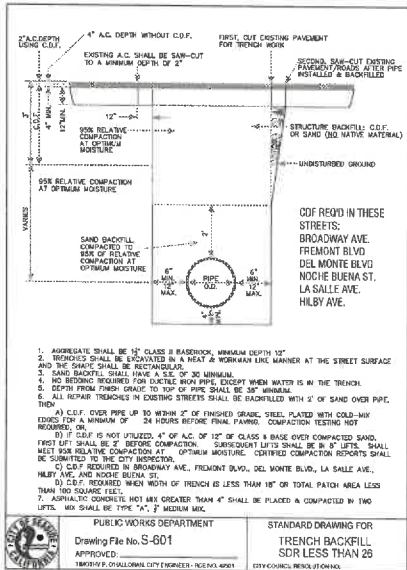
Whitson
 ENGINEERS

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEER
 No. 1077
 State of California

APPROVED FOR CONSTRUCTION
 GARRETT MARTEL, P.E., DISTRICT ENGINEER

DATE

SCALE: 1"=100'
 DRAWN: PH
 JOB No.: 1057-20
 SHEET 1 OF 7

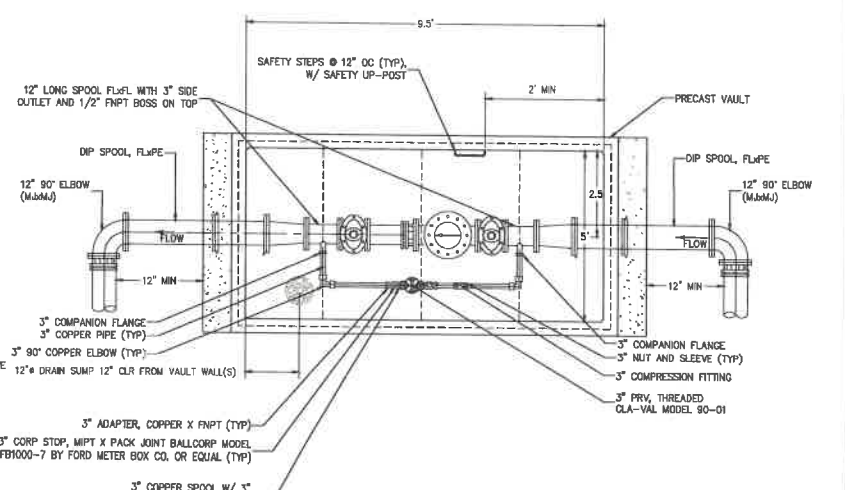
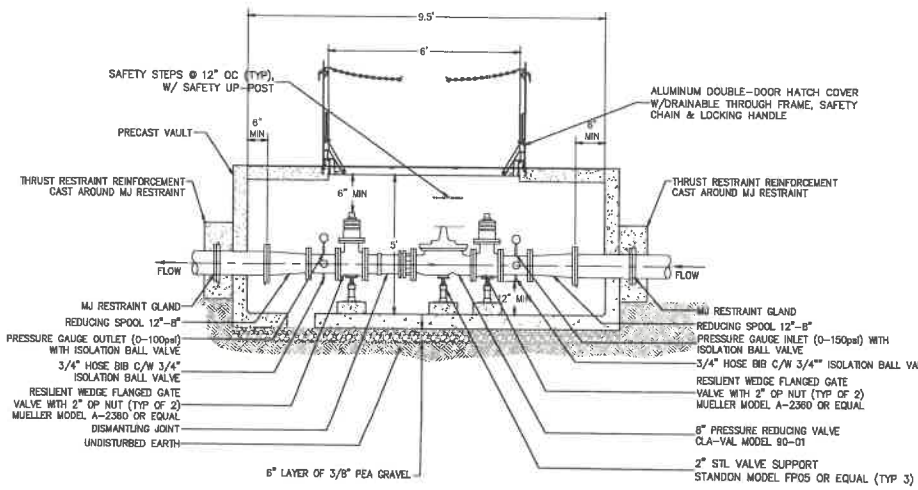


PUBLIC WORKS DEPARTMENT
 Drawing File No. S-601
 APPROVED: [Signature]
 MARINA COAST WATER DISTRICT STANDARD DRAWING FOR
 TRENCH BACKFILL
 SCR LESS THAN 28
 CITY ENGINEER, RESOLUTIONS

MARINA COAST WATER DISTRICT STANDARD PLAN
 WATER LINE TRENCH SECTION AND
 BEDDING DETAILS
 STANDARD
 W-12
 SHEET 1 OF 1

- NOTES:**
- 1- PROVIDE VALVE STEM EXTENSION IF DEPTH TO VALVE NOT EXCEEDS 4 FEET. IN NEW TRACT DEVELOPMENTS EXTEND VALVE WELL PIPE 2' ABOVE GROUND ON "KEY VALVES" FOR EMERGENCY SHUTOFFS.
 - 2- BUTTERFLY VALVE OPERATORS SHALL BE LOCATED ON THE LEFT-HAND SIDE OF THE VALVE (ON THE TEE OR GATE) LOOKING THROUGH THE VALVE TOWARD THE PIPE.
 - 3- WHERE CONCRETE CROSS CUTTERS AT STREET INTERSECTIONS WILL INTERFERE WITH VALVE BOXES, THE PIPELINE SHALL BE MOVED TO A POSITION 4 FEET OFF THE CURB FACE TO CLEAR THE CROSS CUTTER.
 - 4- VALVES TO BE LOCATED ADJACENT TO FITTINGS WHEREVER POSSIBLE.
 - 5- VALVES BOLTED TO FITTINGS WILL NOT REQUIRE ANCHOR BLOCKS.

MARINA COAST WATER DISTRICT STANDARD PLAN
 VALVE & VALVE BOX INSTALLATION
 STANDARD
 W-7
 SHEET 1 OF 1



MCWD PRESSURE REDUCING STATION DETAIL (PRV)

0 1 2 3 INCHES

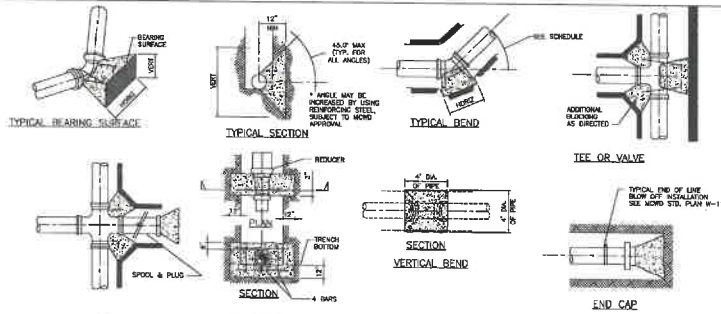
Civil Engineering
 Land Surveying
 Professional Engineer
 License No. 105730
 Whittow
 ENGINEERS

REGISTERED PROFESSIONAL ENGINEER - CIVIL
 License No. 105730
 State of California

APPROVED FOR: [Signature]
 DATE: 1/12/2023

THE ENCLAVE PHASE 3
 COE AVENUE WATER PLAN - MCWD CIP W11
 NOTES AND MCWD DETAILS

SCALE: NONE
 DRAWN: EPI
 JOB No.: 105730
 SHEET
 3
 OF 7



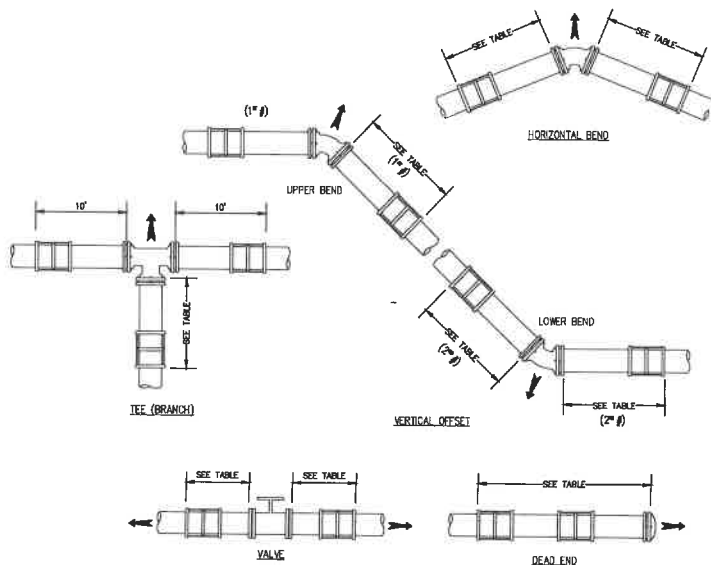
- NOTES:**
- 1- THRUST BLOCK BEARING AREA BASED ON ALLOWABLE SOIL BEARING VALUE OF 1500 PSI PRESSURE AND 225 PSI LINE PRESSURE WITH 3'-0" COVER MINIMUM. FOR BEARING = 1500 PSI, 7.5 K AREA SHOWN FOR BEARING = 500 PSI, 2.5 K AREA SHOWN.
 - 2- ALL THRUST BLOCKS SHALL BE 3000 PSI CONCRETE AND PLACED AGAINST UNDISTURBED SOIL. DESIGN ENGINEER SHALL DETERMINE SIZES NOT SHOWN.
 - 3- STRAPS TO BE #4 REBAR EMBEDDED IN THRUST BLOCK TO A DEPTH EQUAL TO 3/4 OF PIPE DIAMETER. STRAP BEND TO BE 1/2 PIPE DIAMETER.
 - 4- CONCRETE SHALL NOT EXTEND INTO FLANGE OR ADJOINING PIPE.
 - 5- JOINTS AND FACE OF ELBOS TO BE KEPT CLEAR OF CONCRETE.
 - 6- WAMP COVERED PORTION OF BARS AND 2" INTO CONCRETE WITH HALF LAPPED, TO MIN PVC TUBE. WHEN CLEARANCES TO OTHER FACILITIES OR UTILITIES DO NOT ALLOW THE USE OF THRUST BLOCK, RESTRAINED PIPE SHALL BE USED.
 - 7- THRUST BLOCKS OR CONCRETE SHALL BE USED ONLY WHEN THERE IS A TURN-OUT ON ONE OR MORE SIDES, OR WHEN THERE IS ADJOINING UNCONSTRAINED LENGTHS OF PIPE.
 - 8- PIPE DIAMETERS GREATER THAN 12" SHALL BE CALCULATED BY THE ENGINEER & SUBMITTED TO DISTRICT ENGINEER FOR APPROVAL.
 - 9- DISTRICT ALLOWS RESTRAINED JOINTS AS AN ALTERNATIVE TO THRUST BLOCKS.

MINIMUM SIZE OF THRUST BLOCK BEARING SURFACE

PIPE SIZE	1 1/4" BEND	1 1/2" BEND	45° BEND	90° BEND	TEE	END CAP
	HORIZ. VERT.	HORIZ. VERT.	HORIZ. VERT.	HORIZ. VERT.	HORIZ. VERT.	HORIZ. VERT.
4"	1'-8" 0'-8"	1'-8" 0'-8"	1'-8" 1'-0"	2'-3" 1'-3"	1'-8" 1'-0"	1'-8" 1'-8"
6"	2'-0" 1'-0"	2'-0" 1'-0"	2'-0" 1'-8"	3'-0" 2'-0"	2'-0" 2'-0"	2'-0" 1'-8"
8"	3'-0" 1'-8"	3'-0" 1'-8"	4'-0" 2'-3"	4'-0" 3'-0"	3'-0" 2'-0"	3'-0" 2'-0"
10"	3'-0" 1'-8"	3'-9" 1'-8"	5'-0" 2'-0"	5'-0" 3'-0"	3'-9" 3'-3"	4'-8" 2'-8"
12"	4'-3" 2'-3"	4'-3" 2'-3"	5'-6" 2'-8"	6'-0" 4'-0"	5'-6" 3'-6"	6'-0" 3'-0"

APPROVED BY DISTRICT ENGINEER: [Signature] MARINA COAST WATER DISTRICT STANDARD PLAN W-13
 DATE: 11/02/07
 THRUSTR BLOCK DETAILS
 SHEET 1 OF 1

ALL POTABLE WATER JOINTS SHALL BE RESTRAINED. THRUST BLOCKS FOR THIS DETAIL WILL ONLY BE ALLOWED AS ACCEPTED BY MWD.



- NOTES:**
1. MWD PREFERS THAT ALL PIPES BE MECHANICALLY RESTRAINED. THRUST BLOCKS TO BE ALLOWED ON A CASE-BY-CASE BASIS PER MWD APPROVAL.
 2. CONTRACTOR SHALL OBTAIN MWD APPROVAL FOR RESTRAINED JOINT FITTINGS AND LENGTHS NOT LISTED IN THIS TABLE, OR FOR MODIFICATIONS TO CALCULATION CRITERIA.
 3. FOR VERTICAL OFFSETS, THE FIRST NUMBER LISTED IS THE RESTRAINING LENGTH IN THE UPPER BEND, AND THE SECOND NUMBER IS THE RESTRAINING LENGTH AT THE LOWER BEND.
 4. LENGTH OF RESTRAINED JOINTS ALONG A BRANCH OF A TEE IS BASED ON A UNIFORM TEE FITTING SIZE. CONTRACTOR SHALL OBTAIN MWD APPROVAL FOR LENGTH OF RESTRAINED JOINTS AT BRANCHING TEES.

BASES OF CALCULATIONS (CONSULT DISTRICT FOR OTHER CONDITIONS)
 -RESTRAINT LENGTHS IN TABLE ARE TO BE APPLIED IN BOTH DIRECTIONS OF FLOWING.
 -RESTRAINT LENGTH CALCULATION CRITERIA:
 SOIL TYPE: SP (SAND)
 SAFETY FACTOR: 1.5
 BENCH TYPE: TYPE 5
 DEPTH OF BURIAL: 3 FEET FOR WATER PIPES 12" OR LESS
 TEST PRESSURE: 225 PSI

REQUIRED LENGTH OF RESTRAINED JOINTS (FEET)

TYPE OF PIPE	TEE (BRANCH)	DEAD END/ VALVE	HORIZONTAL RESTRAINING				VERTICAL RESTRAINING		
			BEND 90°	BEND 45°	BEND 22.5°	BEND 11.25°	VERTICAL OFFSET, 11.25°	VERTICAL OFFSET, 22.5°	VERTICAL OFFSET, 45°
4" PVC	1	57	19	8	4	2	6, 2	12, 3	24, 5
6" PVC	42	105	34	14	7	4	11, 3	21, 5	44, 9
12" PVC	64	148	47	20	10	5	15, 3	30, 6	61, 13

THRUST RESTRAINT DETAILS
 NOT TO SCALE

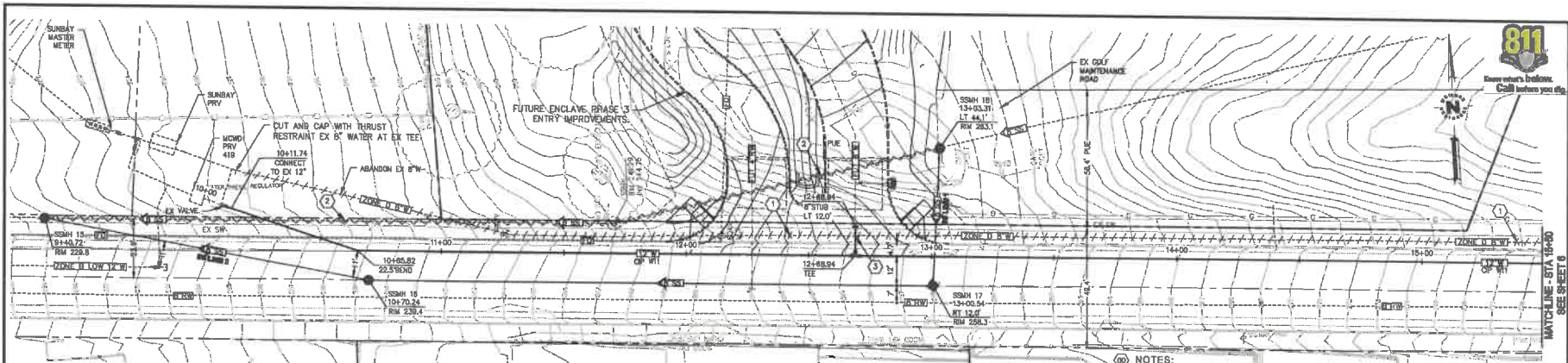


SUBMITTAL / REVISION

NO.	DATE	DESCRIPTION
3	11/21/07	APPROVED PIPES

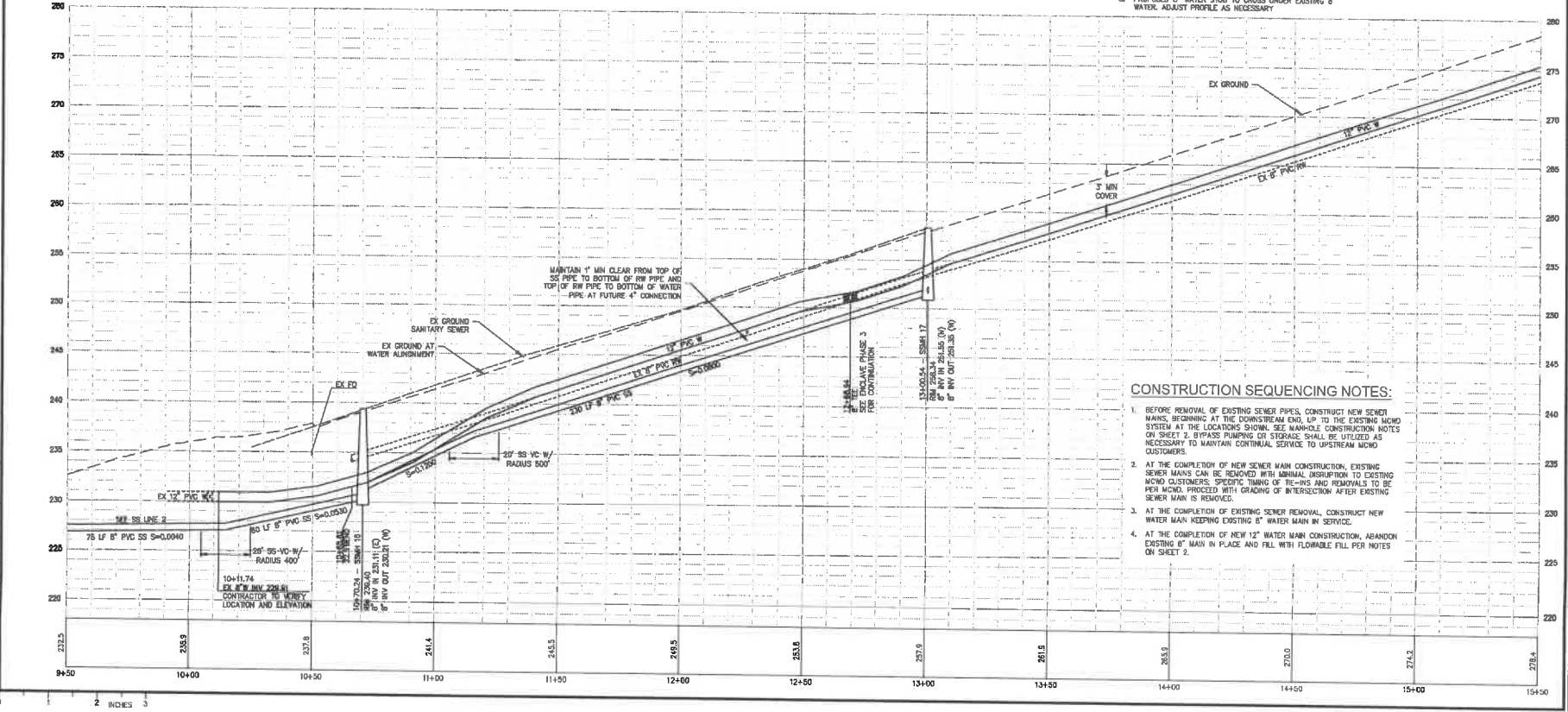
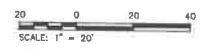
THE ENCLAVE PHASE 3
 COE AVENUE WATER PLAN - MCWD CIP W11
 NOTES AND MCWD DETAILS

SCALE: NONE
 DRAWN: EPI
 JOB No.: 105730



COE AVENUE
 SCALE: HORIZONTAL 1" = 30'
 VERTICAL 1" = 5'

- NOTES:**
- EXISTING 8" WATER TO BE ABANDONED IN PLACE AND FILLED WITH FLOWABLE FILL PER NOTES ON SHEET 3. SEE NOTES THIS SHEET FOR CONSTRUCTION SEQUENCING.
 - EXISTING 8" SANITARY SEWER TO BE REMOVED INCLUDING EXISTING MANHOLE PER NOTES ON SHEET 2. SEE NOTES ON THIS SHEET FOR CONSTRUCTION SEQUENCING.
 - PROPOSED 8" WATER STUB TO CROSS UNDER EXISTING 8" WATER. ADJUST PROFILE AS NECESSARY.

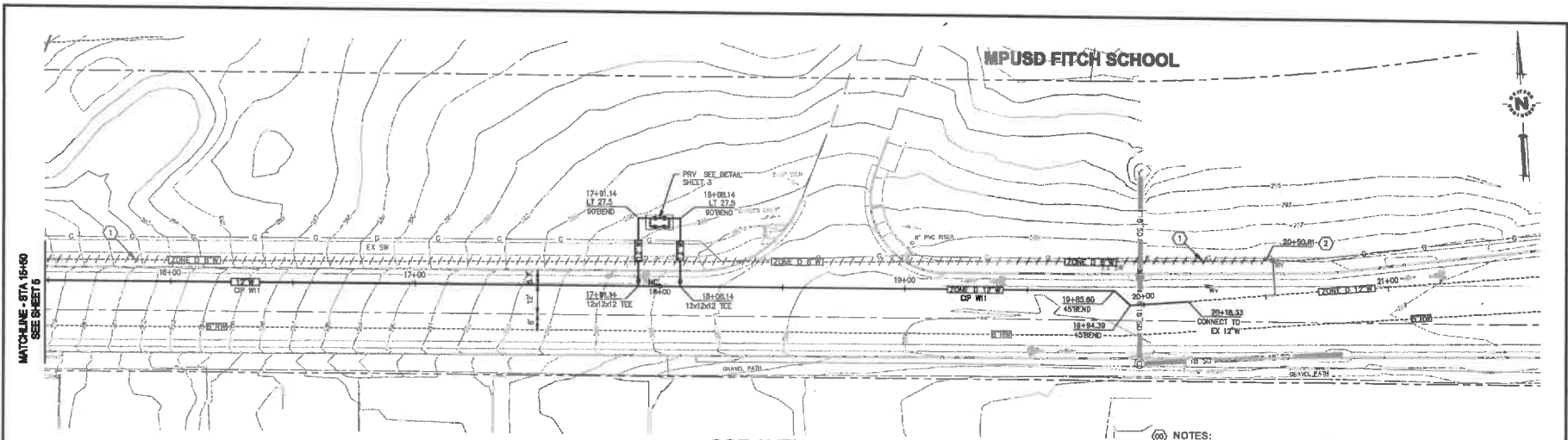


- CONSTRUCTION SEQUENCING NOTES:**
- BEFORE REMOVAL OF EXISTING SEWER PIPES, CONSTRUCT NEW SEWER MAINS, BEGINNING AT THE DOWNSTREAM END, UP TO THE EXISTING MCHD SYSTEM AT THE LOCATIONS SHOWN. SEE MANHOLE CONSTRUCTION NOTES ON SHEET 2. BYPASS PUMPING OR STORAGE SHALL BE UTILIZED AS NECESSARY TO MAINTAIN CONTINUAL SERVICE TO UPSTREAM MCHD CUSTOMERS.
 - AT THE COMPLETION OF NEW SEWER MAIN CONSTRUCTION, EXISTING SEWER MAINS CAN BE REMOVED WITH MINIMAL DISRUPTION TO EXISTING MCHD CUSTOMERS. SPECIFIC THINKING OF REPAIRS AND REMOVALS TO BE PER MCHD. PROCEED WITH GRADING OF INTERSECTION AFTER EXISTING SEWER MAIN IS REMOVED.
 - AT THE COMPLETION OF EXISTING SEWER REMOVAL, CONSTRUCT NEW WATER MAIN KEEPING EXISTING 8" WATER MAIN IN SERVICE.
 - AT THE COMPLETION OF NEW 12" WATER MAIN CONSTRUCTION, ABANDON EXISTING 8" MAIN IN PLACE AND FILL WITH FLOWABLE FILL PER NOTES ON SHEET 2.

SUBMITTAL / REVISION
 1
 DATE: 11/17/2023
 BY: [Signature]

THE ENCLAVE PHASE 3
 COE AVENUE WATER PLAN - MCHD CIP W11
 COE AVE PLAN AND PROFILE - STA 10+00 TO 15+50

SCALE: 1" = 20'
 DRAWING: SP
 JOB No.: 105730
 SHEET: 5

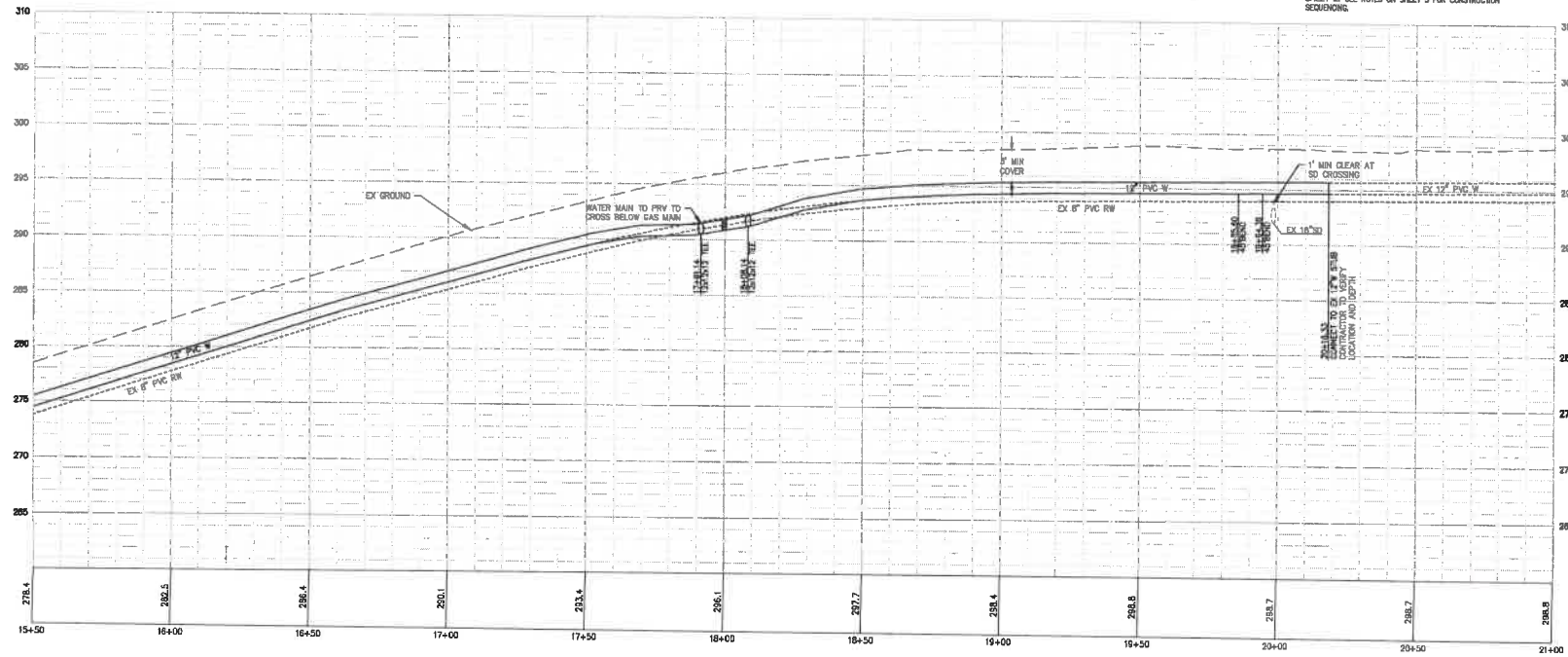


COE AVENUE

SCALE: HORIZONTAL 1"=20'
VERTICAL 1"=5'

NOTES:

- EXISTING 8" WATER TO BE ABANDONED IN PLACE AND FILLED WITH FLOWABLE FILL PER NOTES ON SHEET 2. SEE NOTES ON SHEET 4 FOR CONSTRUCTION SEQUENCING.
- CUT AND CAP EX. MAIN AT THE INSTALL THURST RESTRAINT FOR HOND DETAIL W-13. REMOVE 6" OF PIPE AND BEGIN FLOWABLE FILL PER NOTES ON SHEET 2. SEE NOTES ON SHEET 5 FOR CONSTRUCTION SEQUENCING.



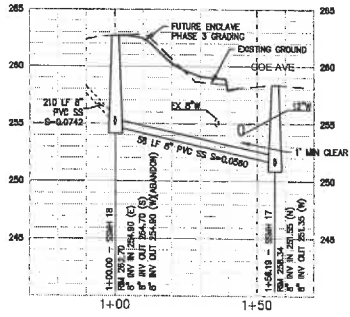
Civil Engineering
 Land Surveying
 Mechanical
 Electrical
 Fire Protection

SUBMITTAL / REVISION
 1/1/2020 APPROVED PLANS
 5

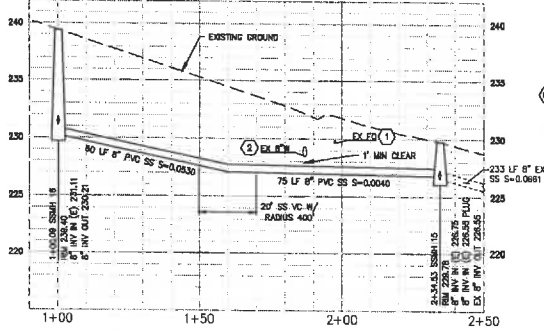
THE ENCLAVE PHASE 3
 COE AVENUE WATER PLAN - MCWD CIP W11
 COE AVENUE PLAN AND PROFILE - STA 15+50 TO END
 Sebastia, California

SCALE: 1"=20'
 DRAWN: EPI
 JCB No.: 105730
 SHEET
6
 OF 7





SS LINE 1
SEE SHEET 5
(SEE SHEET 5 FOR CONSTRUCTION SEQUENCING NOTES)



SS LINE 2
SEE SHEET 5
(SEE SHEET 5 FOR CONSTRUCTION SEQUENCING NOTES)

- Ⓞ NOTES:
- EXISTING FIBER OPTICS LINE TO BE RE-ROUTED AROUND SEWER AS NECESSARY.
 - 3' COVER ASSUMED. CONTRACTOR TO VERIFY LOCATION AND DEPTH DURING CONSTRUCTION.

DATE PLOTTED: 11/11/2025 10:58:15 AM

0 1 2 3 INCHES



SCALE: 1"=20'
DRAWN: EPI
JOB No.: 1057-30
SHEET
7
OF 7

THE ENCLAVE PHASE 3
COE AVENUE WATER PLAN - MCWD CIP W11
SANITARY SEWER CROSSINGS

Seaside, California

NO.	DATE	REVISION
1	11/11/2025	APPROVED PLANS



CIVIL Engineering
Land Surveying
Professional Engineers
1000 N. Main Street
Seaside, CA 97138
503.738.8888
www.whitsoneng.com

Enclave Phase 3

Estimated cost difference for up-sizing the Coe Avenue Water Main
Water Main from Sta 10+11.74 to Sta 20+18.33

			District Portion		Shea Portion		Total	
			12" Main		12" Main		12" Main	
Description	Cost	Unit	Qty	Cost	Qty	Cost	Qty	Cost
12" PVC Pipe, C900, DR 14	\$321.00	LF	1040	\$333,840	40	\$12,840	\$ 1,080	\$ 346,680
12" Gate Valve	\$4,070.00	EA	4	\$16,280	2	\$8,140	6	\$ 24,420
12" Tee	\$1,500.00	EA	2	\$3,000	1	\$1,500	3	\$ 4,500
Connect to Existing 12"	\$11,395.00	EA	2	\$22,790	0	\$0	2	\$22,790
Cut, Cap & Abandon Existing	\$22,445.00	EA	1	\$22,445	0	\$0	1	\$22,445
			Subtotal	\$398,355	Subtotal	\$22,480	Subtotal	\$420,835
PRV Station	\$168,310.00	EA	0	\$0	0	\$0	1	\$168,310
Individual House PRV Units	\$500.00	EA	0	\$0	30	\$15,000	30	\$15,000
PRV Station minus House Units	\$153,310.00	EA	1	\$153,310	0	\$0	1	\$153,310
			Subtotal	\$551,665	Subtotal	\$37,480	Subtotal	\$560,225
Design, Permitting, and Markup			9%	\$50,420	6%	\$33,614		\$84,034
			Total	\$602,085	Total	\$71,094		
Percentage Calculations								
PRV Station			91%		9%			
			PRV-HouseUnits/Total		HousePRV/Total			
12" PVC Pipe, C900, DR 14			95%		5%			

Costs from Sanco Pipelines Proposal

Assumptions:

1. Unit rates are pipe in the trench, with fittings and restraints.
2. The 8" valve and lateral into the project is not included.
3. New PRV Station to be reimbursed at actual cost. Sanco bid at \$168,310 for 12" PRV.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-A

Meeting Date: December 18, 2023

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Receive a Presentation on the 2024 Water, Wastewater, Recycled Water Rate Study and the Proposition 218 Rate Setting Process

Staff Recommendation: Receive a presentation from Mr. Mark Hildebrand, Principal Owner of Hildebrand Consulting, the Rate Study Consultant of the District.

Background: *Strategic Plan, Strategic Goal 3.1 – Five-Year Financial Plan and Rate Study – To support and ensure the vision of the Board to fund all real and likely liabilities and adopt a new rate-study, the District will create a Five-Year Financial Plan and Rate Study to forecast future revenues and to optimize resources by keeping spending within the approved budgeted amounts. The District will conduct annual Budget Workshops allowing staff and the Board to develop a budget consistent with the Strategic Plan.*

In 2017, the District retained the services of Carollo Engineers to prepare the 2018 Cost Allocation Plan and 2018 Five-Year Water and Wastewater Rate Study. Through Resolution Nos. 2018-03 and 2018-04, the Board approved the District’s 2018 Cost Allocation Plan and Five-Year Water and Wastewater Rate Study for FY 2018/2019 through FY 2022/2023. The Board then approved the Rates, Fees and Charges for Recycled Water Service with the adoption of Resolution No. 2022-20 in May 2022.

In June 2021, the Board adopted the 2020 Urban Water Management Plan which was accepted by the State on June 30, 2021. In January 2022, the MCWD Groundwater Sustainability Agency adopted the Groundwater Sustainability Plan for the Monterey Sub-basin which was approved by the State on April 27, 2023.

In 2007, and in 2020, the Board approved Capital Master Plans for Water, Recycled Water and Wastewater.

Discussion/Analysis: As the District is preparing for the next Rate Study and Prop. 218 process to take place in early 2024, Mr. Mark Hildebrand, the District’s Rate Study Consultant will give a presentation on the Prop. 218 requirements, rate design considerations, and the scope of work and schedule for the project.

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel reviewed the presentation.

Climate Action: Not applicable.

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

Other Consideration: None.

Material Included for Information/Consideration: None.

Action Required: Resolution Motion X Receive

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-B

Meeting Date: December 18, 2023

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2023-49 to Authorize a Professional Services Agreement with Schaaf & Wheeler for Engineering Services During Construction for the A1/A2 Reservoirs and B/C Booster Pump Station Project

Staff Recommendation: Adopt Resolution No. 2023-49 to authorize a Professional Services Agreement (PSA) with Schaaf & Wheeler in the amount of \$255,081 for engineering services during construction services for the A1/A2 Reservoirs and B/C Booster Pump Station Project (CIP GW-0112).

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

On March 15, 2021, the Board authorized the A1/A2 Reservoirs and B/C Booster Station project by approving Resolution No. 2021-16 to authorize a construction contract with Anderson Pacific.

Before construction, Schaaf & Wheeler was contracted and/or authorized for various design and engineering services associated with the project as detailed below:

- In November 2017, the Board awarded a professional services agreement for on-call engineering services to Schaaf & Wheeler Consulting Civil Engineers by adoption of Resolution No. 2017-67 on November 20, 2017.
- In May 2019, the Board approved Amendment 5 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project (GW-0112) by adoption of Resolution No. 2019-31 on May 20, 2019, in the amount of \$868,905.
- In June 2020, the Board authorized Amendment 6 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project by adoption of Resolution No. 2020-37 on June 15, 2020, for the redesign of the tank height to address CSUMB concerns, to replace the generator at the Intermediate Reservoir, and to recoat the Intermediate Reservoir in the amount of \$30,100.
- In January 2021, staff authorized Amendment 9 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project for landscape design to address CSUMB requirements for the tank site to be screened with trees and other landscaping in the amount of \$76,471.50.

Discussion: During the construction of the A1/A2 Reservoir B/C Booster Station project additional engineering services became necessary to address certain issues that were unforeseen or unresolved prior to the construction of the project began. Issues related to California State University Monterey Bay (CSUMB) easements and plan review required on-going engineering services be provided to keep the construction proceeding and/or to be able to complete the construction.

Staff recommends a new PSA be authorized to capture the engineering services during construction as opposed to the issuance of another On-Call Amendment. The PSA (if authorized) would address the following scope items below:

- Responses to additional CSUMB Plan Review Comments after the construction contract was awarded.
- Additional easement descriptions for the City of Marina and PG&E.
- Redesign of pipelines from the pump station to relocate them in a flat accessible area as opposed to on a steep/wooded slope for better maintenance access.
- Additional Construction Administration/Support.
- Additional fees and administration expenses.
- Design the relocation of the primary electrical service to the City of Marina Corporation Yard.

A more specific scope statement is attached to the Draft PSA included with this item.

Environmental Review Compliance: None required.

Legal Counsel Review: Counsel has reviewed the PSA.

Climate Adaptation: The A1/A2 Reservoirs and B/C Booster Station project will reduce the District’s electricity consumption and associated impact by installing new, more efficient, water pumps to serve the upper elevations of the District’s service area significantly reducing the District’s electrical demand.

Financial Impact: X Yes No **Funding Source/Recap:** If authorized, the total contracted amount for A1/A2 Reservoirs and B/C Booster Pump Station Project Engineering Support Services and Design Services during construction would be \$1,230,557.50 which is roughly 8% of the construction amount and within acceptable industry standards. Please find summary below:

Amendment 5	\$868,905.00
Amendment 6	\$30,100.00
Amendment 9	\$76,471.50
<u>PSA 2023-XX (if authorized)</u>	<u>\$255,081.00</u>
Total	\$1,230,557.50

Funding for this Professional Services Agreement can be funded in the current FY 2023/2024 capital improvement project budget for project CIP# - GW-0112 without an increase in the current budget.

Other Considerations: None.

Materials Included for Information/Consideration: Resolution No. 2023-49; and, draft S&W PSA for Engineering Services During Construction for the A1/A2 Reservoirs and B/C Booster Pump Station Project with Scope and Budget Breakdown.

Action Required: X Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

December 18, 2023

Resolution No. 2023-49
Resolution of the Board of Directors
Marina Coast Water District

Authorizing a Professional Services Agreement with Schaaf & Wheeler for Engineering Services
During Construction for the A1/A2 B/C Booster Station Project

RESOLVED by the Board of Directors (“Board”) of the Marina Coast Water District (“District”) at a regular meeting duly called and held on December 18, 2023, at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, the Board authorized the A1/A2 Reservoirs and B/C Booster Station project by approving Resolution No. 2021-16 to authorize a construction contract with Anderson Pacific; and,

WHEREAS, the Board awarded a Professional Services Agreement for on-call engineering services to Schaaf & Wheeler Consulting Civil Engineers by adoption of Resolution No. 2017-67 on November 20, 2017; and,

WHEREAS, the Board approved Amendment 5 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project (GW-0112) by adoption of Resolution No. 2019-31 on May 20, 2019; and,

WHEREAS, the Board approved Amendment 6 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project (GW-0112) by adoption of Resolution No. 2020-37 on June 15, 2020; and,

WHEREAS, staff authorized Amendment 9 to the on-call engineering services agreement with Schaaf & Wheeler for design services for the A1/A2 Reservoir and B/C Booster Station Project (GW-0112) on January 29, 2021; and,

WHEREAS, as the A1/A2 Reservoir and B/C Booster Station project has progressed, engineering services beyond the scope of the current contract amendments became necessary; and,

WHEREAS, Schaaf & Wheeler has responded to CSUMB Plan Review Comments, Prepared Easement Descriptions, Redesigned Pipelines, will provide extended construction support services due to schedule changes, and will redesign the Primary Electrical Service for the B/C Booster Station; and,

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

1. adopt Resolution No. 2023-49 Authorizing a Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers for Engineering Services During Construction for the A1/A2 Reservoirs and B/C Booster Pump Station Project; and,
2. authorize the General Manager to execute the Professional Services Agreement with Schaaf & Wheeler Consulting Civil Engineers for Capital Improvement Project Engineering Services during construction for the A1/A2 Reservoirs and B/C Booster

Station Project for the total dollar amount(s) not-to-exceed \$255,081, 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 December 18, 2023, 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 _____

, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-49 adopted December 18, 2023.

Remleh Scherzinger, Secretary

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS
FOR A1/A2 RESERVOIR B/C BOOSTER STATION PROJECT ENGINEERING
SERVICES DURING CONSTRUCTION**

**Funding (01-00-160-327, 03-00-160-327)
Task No. TBD**

THIS AGREEMENT, made and entered into this _____, by and between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called "DISTRICT", and SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS, with its principal offices at 3 QUAIL RUN CIRCLE, SUITE 101, SALINAS, CA 93907, hereinafter called the "CONSULTANT":

WHEREAS, the DISTRICT, desires to receive the professional services related to A1/A2 RESERVOIR B/C BOOSTER STATION PROJECT ENGINEERING SERVICES DURING CONSTRUCTION with a scope generally defined by SCOPE in Appendix A; and

WHEREAS, DISTRICT is desirous of engaging the services of said CONSULTANT to perform or furnish said services; and

WHEREAS, CONSULTANT has available and offers to provide personnel and facilities necessary to accomplish said services in a timely manner.

NOW, THEREFORE, said DISTRICT and said CONSULTANT, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I - PROFESSIONAL ENGAGEMENT

DISTRICT hereby engages SCHAAF & WHEELER CONSULTING CIVIL ENGINEERS as an independent contractor, to perform or furnish the services hereinafter more particularly described in Appendix A, commencing on the date of this Agreement.

CONSULTANT hereby agrees to perform or furnish as an independent contractor professional engineering and related services as set forth herein. CONSULTANT may retain qualified subconsultants to assist in the performance of professional services. DISTRICT shall be notified prior to CONSULTANT sub-contracting such services and sufficient time shall be provided to allow DISTRICT to review the subconsultant's qualification. Should DISTRICT, based upon reasonable cause, not accept any such subcontractor or subconsultant for use on the Project, DISTRICT shall so notify CONSULTANT within five (5) days following DISTRICT 's receipt of such notice from

CONSULTANT, and CONSULTANT shall not subcontract with any such subcontractor or subconsultant for the Project. DISTRICT shall have the right at any time to revoke its acceptance (whether given affirmatively or by its failure to object within said five (5) day period) of any subcontractor or subconsultant on the basis of reasonable cause, in which case CONSULTANT shall submit an acceptable substitute and a Task Order equitably adjusting CONSULTANT's compensation will be issued. No acceptance of any subcontractor or subconsultant shall waive: (1) DISTRICT's right not to accept defective services performed or furnished for CONSULTANT by said subcontractor or subconsultant; or (2) any other right or remedy DISTRICT has under this Agreement, including but not limited to its rights to suspend or terminate services under this Agreement.

CONSULTANT is an independent contractor and is not and shall not be deemed to be an employee, agent, servant, partner or joint venturer of DISTRICT. CONSULTANT shall have the exclusive supervision, direction and control of all employees, subconsultants, subcontractors, suppliers, materials, equipment and facilities employed, contracted with or used by, CONSULTANT in performing or furnishing services under this Agreement.

ARTICLE II - SCOPE OF SERVICES

The scope of services performed or furnished by CONSULTANT under the terms of this Agreement is defined in Appendix A and in the executed Amendment(s) pursuant hereto which will authorize CONSULTANT to perform specific engineering services related to the project. Unless modified in writing by both parties through a Amendment, duties of CONSULTANT shall not be construed to exceed those services specifically established in Appendix A. (**NOTE: ANY ADDITIONAL ENGINEERING FEES ASSOCIATED WITH SERVICES NOT INCLUDED IN APPENDIX A MUST BE DEFINED AND AGREED TO BY OWNER IN WRITING PRIOR TO INITIATION OF THESE SERVICES.**)

ARTICLE III – GENERAL PROVISIONS

A. The CONSULTANT hereby represents that all work described herein shall be performed only by persons under the supervision of a person who is currently licensed to perform such work and that to the best of its professional ability, all work shall be performed in accordance with applicable Federal, State, and local laws and regulations.

B. The CONSULTANT shall not discriminate in employment practices, in the performance of the terms of this Agreement, either directly or indirectly, on the grounds of race, color, religion, sex, age, or national origin, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin.

A. The General Manager of the DISTRICT shall forward an executed copy of this Agreement to the CONSULTANT within ten (10) days of execution of this Agreement by the DISTRICT.

ARTICLE IV: COOPERATION BY DISTRICT

DISTRICT shall, to the extent reasonable and practicable, cooperate with CONSULTANT in the performance of CONSULTANT's services hereunder. Such cooperation shall include, but not necessarily be limited to: providing right of access to work sites as required for CONSULTANT to perform or furnish services under this Agreement; providing relevant material available from DISTRICT 's files such as maps, drawings as available (WHETHER OR NOT AS-BUILT DRAWINGS), records, and operation and maintenance information; serving all notices; attending all hearings; payment of all permit and other required fees associated with the Project; and rendering assistance in determining the location of existing facilities and improvements which may be affected by the Project.

DISTRICT shall be responsible for providing legal services which it deems necessary for the Project including review of contract documents, public advertising and contract letting. DISTRICT shall pay fees for utility services to the Project.

DISTRICT shall appoint PATRICK BREEN as DISTRICT's REPRESENTATIVE with respect to the services to be performed under this Agreement. DISTRICT'S REPRESENTATIVE shall have complete authority to transmit instructions, receive information, and interpret and define DISTRICT's policies. CONSULTANT shall be entitled to rely on representations made by DISTRICT's REPRESENTATIVE unless otherwise specified in writing by DISTRICT.

Article V – SCHEDULE

A schedule for carrying out services performed by CONSULTANT under the terms of this Agreement is set forth in Appendix A. CONSULTANT will exert all reasonable efforts to perform or furnish all services under this Agreement in accordance with said schedule.

DISTRICT will be kept informed as to the progress of the services under this Agreement under the terms presented in Appendix A. Neither party shall hold the other responsible for damages caused by, arising out of or resulting from delays in performance caused by acts of God, strikes, lockouts, or events beyond the control of the other party.

Article VI – LITIGATION

The Agreement does not require CONSULTANT to prepare for or appear as a witness in any litigation or alternative dispute resolution proceeding on behalf of DISTRICT, other than as specified in Appendix A, except in consideration of additional reasonable compensation negotiated as part of a Amendment specifically issued for such purpose. Notwithstanding the preceding, CONSULTANT shall participate without additional compensation in any litigation or alternative dispute resolution proceeding in which CONSULTANT is a party or in which a claim is made against DISTRICT based in whole

or in part on CONSULTANT's negligence, professional errors or omissions, breach of contract or deficiencies in CONSULTANT's design or performance hereunder.

ARTICLE VII: COMPENSATION

Payment for the engineering services set forth in Appendix A and specific executed Amendment(s) shall be made by DISTRICT to CONSULTANT and shall be considered as full compensation for such services and all personnel, materials, supplies, and equipment used and costs incurred in carrying out such services. In no event shall the amount of compensation exceed the total fee specified in Appendix A without approval from the DISTRICT.

A. If payment for services performed or furnished under terms of Appendix A and/or Amendment(s) is to be on a lump sum basis, compensation shall be as described below:

1. Appendix A and/or Amendments must specify that the work is to be performed on a lump sum basis.
2. Compensation to CONSULTANT shall be a lump sum amount specified in Appendix A and Amendment(s).
3. Payments shall be monthly, based on percent completion. As each payment is due, a statement describing the services which have been performed or furnished and listing the percentage of completion and the total amount of prior payments paid by DISTRICT shall be submitted to DISTRICT. Payment shall be made for the balance due under such statement, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

B. If payment for services performed or furnished under terms of Appendix A and/or Amendment(s) is to be on a time and expense reimbursable basis, with a total cost not-to-exceed, compensation shall be as described below:

1. Appendix A and/or Amendments must specify that the work is to be performed on a time and expenses basis with a total cost not-to-exceed.
2. Compensation to CONSULTANT shall be on a time and expense reimbursement basis in accordance with CONSULTANT's Schedule of Charges. A current copy of the Schedule of Charges will be included with each Amendment.
3. Payments for services provided by CONSULTANT on a time and expense basis shall be made monthly by the DISTRICT based on an

itemized invoice from CONSULTANT which lists actual costs and expenses or units of work performed on the Project in the immediately preceding month. Such payments shall be for the invoice amount, without retention unless DISTRICT contests all or part of said billing in which event only that portion so contested will be retained by DISTRICT pending resolution of the dispute and any uncontested portion will be paid.

4. A budget for compensation for services provided by CONSULTANT on a time and expense basis will be established in the Compensation section of Appendix A and/or the Amendment. The budget established shall not be exceeded without DISTRICT's written authorization.

5. The budget may be increased by Amendment if necessary to complete the scope of work. If appropriate, CONSULTANT will advise DISTRICT of the anticipated expenditure over the budgeted amount at the fifty (50) percent completion point of the Amendment work and request additional budget authorization.

6. Amendments using a time and expense reimbursement should be limited in scope. The product of these Amendment(s) should adequately define the specific scope and effort necessary to achieve the necessary addition/modification and develop a lump sum proposal for the required engineering services.

C. CONSULTANT's final statement or invoice for any services which include construction, or the final statement or invoice for the Project, whichever occurs earlier in time, shall include properly completed and executed Releases of Liens and Claims (see Appendix C). Payment of any invoice not satisfying these requirements may be withheld until the requirements has been satisfied.

D. The CONSULTANT shall submit itemized statement or invoice of costs to the DISTRICT for each month that work is performed. The DISTRICT shall pay the CONSULTANT by the 25th of the month for invoices and itemized statements submitted by the first day of the same month. Payments are due upon receipt of a statement or invoice prepared in a manner acceptable to DISTRICT and approved by DISTRICT.

ARTICLE VIII: RECORDS

The CONSULTANT shall keep and maintain accurate records of costs incurred, and the time expended relating to all services to be compensated hereunder. All records shall be available to the DISTRICT for review thereof upon request by the DISTRICT or its authorized representative. All fiscal and accounting records and other supporting papers of the CONSULTANT shall be maintained for a minimum of three (3) years following the close of the DISTRICT fiscal year of expenditures.

ARTICLE IX: TITLE TO DOCUMENTS

All reports, drawings, specifications, submittals and other materials collected or produced by the CONSULTANT hereunder shall, after completion and acceptance, become the property of the DISTRICT.

The CONSULTANT may utilize existing materials developed by the CONSULTANT prior to the commencement of this engagement including, but not limited to, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives. These materials shall remain the property of the CONSULTANT.

CONSULTANT shall be entitled to a reproducible copy of all material furnished to DISTRICT, the costs of which is included on the compensation amounts specified in Appendix A and/or the Amendment(s). Any uncompleted work of CONSULTANT delivered to DISTRICT due to cancellation of all or portions of the work or contract termination, which utilized by DISTRICT in any way, shall have CONSULTANT name removed.

ARTICLE X: KEY PERSONNEL

The CONSULTANT shall specifically assign a project manager and necessary staff to complete the Scope of Work.

The CONSULTANT hereby agrees that the assigned personnel directly responsible for conducting the Scope of Work in Appendix A shall not be changed during the course of the work without prior written consent of the DISTRICT, which consent shall not be unreasonably withheld.

ARTICLE XI: ASSIGNMENT AND SUBCONTRACTING

The CONSULTANT shall not assign, sell, mortgage, hypothecate, or otherwise transfer its interest or obligations in this agreement without written consent of the DISTRICT. Further, none of the services covered by this agreement shall be subcontracted beyond that which is specifically noted in the CONSULTANT'S proposal unless approved by the DISTRICT in writing.

ARTICLE XII: INSURANCE AND LIABILITY

The CONSULTANT agrees to indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees as provided in Appendix B, attached hereto and hereby incorporated by reference to the fullest extent permitted by law.

Coverages described in Appendix B shall be maintained through the term of this Agreement, and the CONSULTANT shall file with the DISTRICT prior to the execution of this Agreement, and as policy renewals occur, a Certificate of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in effect. Insurance policies shall provide that such insurance is primary insurance.

A. CONSULTANT and its subcontractors shall maintain worker's compensation and employers' liability insurance in accordance with the amount(s) and coverage(s) in the attached Appendix B.

B. CONSULTANT and its subcontractors shall maintain commercial general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of CONSULTANT pursuant to this AGREEMENT or from the use of automobiles and equipment of or by CONSULTANT. The amount(s) and coverage(s) shall be in accordance with Appendix B.

C. CONSULTANT shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions for which it is legally liable in the performance or furnishing of professional services pursuant to this AGREEMENT. (Such insurance shall be maintained for one (1) year after final completion of construction. The amount(s) and coverage(s) shall be in accordance with Appendix B.

D. CONSULTANT shall submit to the DISTRICT a Certificate of Insurance evidencing that the insurance coverages required herein have been obtained and are currently in effect. Upon written request from DISTRICT CONSULTANT is required to provide DISTRICT with complete copies of such policies or certified evidence of coverage. Approval or acceptance of said insurance by DISTRICT shall not relieve or decrease the liability of CONSULTANT hereunder.

E. To the extent applicable, DISTRICT agrees to endeavor to include a provision in the DISTRICT'S contract with the Construction Contractor engaged on the Project which requires that CONSULTANT be listed as an additional insured on such Construction Contractor(s) liability insurance policy and property insurance (Builder's Risk) policy, if any.

Article XIII - Suspension of Work

DISTRICT may, at DISTRICT'S discretion, suspend, in writing, all or a portion of the services under this Agreement. CONSULTANT may suspend the services under this Agreement in the event DISTRICT does not make payment in accordance with the payment terms in Article VII. The services under this AGREEMENT will only be suspended for non-payment after written notice is received by DISTRICT from CONSULTANT of its intention intending to suspend performance and a cure period of seven (7) days after receipt of this notification by DISTRICT. The time for completion of the services under this AGREEMENT shall be extended by the number of days the services under this AGREEMENT is suspended. If the period of suspension exceeds ninety (90) days, the terms of this AGREEMENT are subject to renegotiations, and both parties shall have the option to terminate the services under this AGREEMENT on the suspended portion of Project in accordance with Article XII.

ARTICLE XIV: TERMINATION

Either party may terminate this Agreement upon substantial breach of the terms thereof by the other party. The DISTRICT may terminate this agreement at any time upon giving thirty (30) days written notice to CONSULTANT. Such notice shall set forth the effective date of such termination.

DISTRICT, by notifying CONSULTANT in writing, may terminate any or all of the services covered by this AGREEMENT. In the event of such termination, CONSULTANT shall have the right to expend a reasonable amount of additional time to assemble work in progress for the purpose of proper filing and closing of the job. Such additional time shall not exceed five percent (5%) of the total time expended to the date of notice of termination or a designated total time agreed upon in an Amendment. All charges thus incurred, together with associated expenses reasonably incurred by CONSULTANT and reasonable charges for any other commitments outstanding at the time of termination (such as for termination of subconsultants, rental agreements, orders for printing, etc.), shall be payable by DISTRICT within forty-five (45) days following submission of a final statement by CONSULTANT. However, in the event that termination of said AGREEMENT with CONSULTANT occurs at the completion of a specific phase of the design, the aforesaid provision for the proper filing and closing will not apply unless agreed to by DISTRICT under a specific Amendment. The payment provided for under this Article XII shall constitute full satisfaction of any obligation DISTRICT has, may have or could be found to have to pay for services performed or furnished and expenses or charges incurred by CONSULTANT pursuant to this AGREEMENT and any and all liabilities or damages arising out of or resulting from the termination of this AGREEMENT.

ARTICLE XV: NOTICE

Any notice to be given hereunder shall be delivered to the party to be noticed by either personal delivery or by first class mail, postage prepaid, and addressed as follows:

TO: Marina Coast Water District
920 2nd Avenue, Suite A
Marina, CA 93933
Attention: General Manager

TO: _____

Attention: _____
[Consultant Name & Address]

ARTICLE XVI: BINDING EFFECT; AMENDMENTS; COUNTERPART EXECUTION; CONSTRUCTION

This Agreement supercedes and integrates all prior writings and understandings between the parties concerning, is binding on the parties and their successors, and may be amended only by written agreement signed by the DISTRICT and the CONSULTANT. This Agreement may be signed in counterparts, each of which when fully executed shall be considered a duplicate original document. Both parties have participated fully in the review and revision of this Agreement, and neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654.

ARTICLE XVII: DISPUTES

The parties must submit any disputes arising under this Agreement to non-binding mediation before filing suit to enforce or interpret this Agreement. Upon request by either party, the parties will within ten (10) days select a single mediator, or if the parties cannot agree, they shall ask the then presiding Judge of the Monterey County Superior Court to select a mediator to mediate the dispute within fifteen (15) days of such selection.

In the event of legal proceedings to interpret or enforce this agreement, the prevailing party shall be awarded reasonable attorney fees and costs, including reasonable costs of experts reasonably engaged by the attorney.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and the year first above written.

Marina Coast Water District

(CONSULTANT)

Remleh Scherzinger
General Manager

[Type name and title]

Appendix A

Appendix A includes: Scope of Work & Fees

Scope of Work: A1/A2 Reservoir and B/C-Zone BPS, Additional Engineering Services During Construction

Schaaf & Wheeler is providing Engineering Services During Construction for the A1/A2 Reservoirs and B/C-Zones Booster Pump Station project. The additional work items below were not included in our original design and construction support authorizations.

Responses to CSUMB Plan Review Comments. CSUMB staff sent the project plan set out for third party review after the contract was awarded. Comments were received on July 14, 2021. The design team prepared responses and made plan sheet revisions. The response package was submitted on August 23, 2021. Comments on the revised set were received on September 13, 2021. Responses and revised sheets were submitted on September 30, 2021. A total of 24 plan sheets and three specification sections were revised in response to comments. The cost of preparing the responses and amending the plans and specifications was \$52,124.

Preparing Easement Descriptions. The base scope assumed we would need to prepare an easement plat and legal description for access across the City of Marina corporation yard. We ultimately needed to prepare additional easements for PG&E's power line, the storm drain pipeline (relocated from 5th Ave into the City parcel), and the revised pipeline alignment from the pump station to 6th Avenue. The cost of the additional survey effort was \$8,240.

Redesign of the pipelines from the BPS to 6th Avenue. The original pipeline easement from the new BPS to 6th Avenue was located in a sloped, wooded area. The Contractor and CM requested that the Campus consider moving that easement over 20-ft so the pipelines could be installed under the existing parking lot, which significantly reduced the number of trees to be removed and mitigated for. Effort on this task was preparing exhibits showing alternative pipeline and easement alignments, attending the coordination meetings and ultimately redesigning the pipelines within the new easement. The cost of this effort was \$11,296.

Extended Construction Duration. The original construction support estimate assumed there would be 60 weeks of progress meetings and 120 submittals. The contracted construction duration is 700 days (22 months) from NTP to substantial completion. The Contractor's schedule shows the project taking the full allotted time, however, due to the delay in CSUMB granting PG&E an easement, we anticipate the construction running into the spring of 2024. The Contractor has made 173 submittals to date, and we anticipate another 20 are pending, mainly for start-up coordination items. The contractor has submitted 103 Requests for Information. Schaaf & Wheeler has been working with

the Contractor and CM on the start-up, phasing and transition plans. Based on our current level of effort, budget for an additional 50 weeks of construction support effort is estimated at \$154,765. This includes additional field monitoring effort by DD&A.

Additional Expense Items. The following expense items were provided, but not included in our contract scope:

1. Printed copies of conformed plans and specifications, \$3,689.87
2. Monterey County Recorder fee for filing the CEQA NOC, \$2,532.75
3. Mailing expense, sending plans and specification to OSFM, \$76.93

The cost for these expense items plus 5% markup was \$6,614.53.

Relocate the Electrical Transformer. The current design has the electrical transformer next to the pump station building. PG&E is unable to obtain an easement for this facility from CSUMB, so the design must be revised to locate the transformer on the Marina Corp Yard. This task includes updating the yard piping plan with the as-built locations, then adding the rerouted duct bank. TJC& Associates will confirm the conduit and conductor sizing and prepare a revised PG&E service application. Whitson Engineers will prepare a plat and legal description for the additional easement. The estimated cost for this design is \$22,041.

Our current contract amount for design, bid and construction support services is \$975,476.50. Our total estimated cost for the additional work through project completion, anticipated to be in June 2024, is \$255,081.00. A budget break-out by task is attached.

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

Client: Marina Coast Water District
Project: A1/A2 Tanks and B/C Booster Pump Station
Task: Additional Construction Support
Estimate Date: 11/29/2023 **Rates:** 2019 with 6% Discount

NO.	TASK ITEMS DESCRIPTION	PRINCIPAL PM \$221	SENIOR PM \$212	SENIOR ENG \$197	ASSOC. ENG \$179	ASST. ENG \$160	JUNIOR ENG \$150	SUBTOTAL M.H.'S	IN-HOUSE LABOR COSTS \$	IN-HOUSE MATERIAL COSTS \$	Whitson Engineers Surveying	CEG Geotech	TJCAA Elec. & Struct.	Paul Davis Partnership Architect	HT Harvey Landscape	Denise Duffy CEQA	TOTAL COSTS \$ W/ MARK-UP
Task 8	Additional Construction Support																
8.6	Responses to CSUMB Plan Review Comments		74.5			48	2	124.5	\$23,774			\$27,000					\$52,124
8.7	Preparing Easement Descriptions		4					4	\$848		\$7,040						\$8,240
8.8	Redesign of Pipelines from the BPS to 6th Avenue		8			60		68	\$11,296								\$11,296
8.9	Extended Construction Duration		220			200		420	\$78,640			\$30,000	\$2,500			\$40,000	\$154,765
8.10	Printing, mailing and permit fees							0	\$0	\$6,300							\$6,615
	Relocate Electrical Transformer		8			32		40	\$6,816		\$1,500	\$13,000					\$22,041
	Total	0	314.5	0	0	340	2	656.5	\$121,374	\$6,300	\$8,540	\$0	\$70,000	\$2,500	\$0	\$40,000	\$255,081

Subconsultant Mark-up 5.0%

Appendix B
Insurance Requirements

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INDEMNIFICATION AGREEMENTS

INSURANCE REQUIREMENTS

AGREEMENTS

Workers' Compensation Insurance - By his/her signature hereunder, Consultant certifies that he/she is 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 the work of this contract.

Indemnification - To the fullest extent permitted by law, Consultant, at Consultant's own cost, shall defend and indemnify and hold harmless the Marina Coast Water District (District), its directors, officers, employees, authorized employees and each of them from and against:

- a. When the law establishes a professional standard of care for Consultant's services, all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to the District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, all claims and demands of all persons arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or, with respect to construction, the active negligence of the District, its directors, officers, employees, or authorized volunteers.
- c. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.
- d. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the work and all of the Consultant's obligations under the agreement.

Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

- e. Consultant 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 Consultant under this Agreement shall specifically include claims and demands involving, arising out of or related to MEC. [Include this paragraph only for work on the former Fort Ord outside the cantonment area.]

Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District or any of its directors, officers, employees, or authorized volunteers.

Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District or any of its directors, officers, employees, or authorized volunteers, in any and all such aforesaid suits, actions, or other legal proceedings.

Consultant shall reimburse District and its directors, officers, employees or authorized volunteers, for any reasonable legal expenses and costs incurred by each of them in connection with, in any way, all such aforesaid suits, actions or other legal proceedings or in enforcing the indemnity herein provided, to the extent that they are covered by the above obligations to indemnify.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees or authorized volunteers.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Consultant shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant. If the Consultant performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs arising therefrom.

Safety - The Consultant shall execute and maintain his/her work so as to avoid injury or damage to any person or property.

In carrying out his/her work, the Consultant shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including State of California, Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety

precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Liability Insurance - The Consultant shall provide and maintain at all times during the performance of the work under this agreement, the following commercial general liability, professional liability and automobile liability insurance:

Coverage - Coverage shall be at least as broad as the following:

1. Coverage for **Professional Liability** appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.
2. Insurance Services Office Commercial **General Liability** Coverage (Occurrence Form CG 0001)
3. Insurance Services Office **Automobile Liability** Coverage (Form CA 0001), covering Symbol 1 (any auto) Symbol 8 (hired) and 9 (non-owned)

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

1. **Professional Liability** – Limits no less than One million dollars (\$1,000,000) per occurrence or claim, and Two million dollars (\$2,000,000) policy aggregate.
2. **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.

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

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Member Water Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Required Provisions - The general liability policy is to contain, or be endorsed to contain the following provisions:

1. The District, its directors, officers, employees, or authorized volunteers are to be given additional insured status (via ISO endorsement CG 2010 10 01, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Consultant; and premises owned, occupied or used by the Consultant. 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 Consultant's insurance shall be primary insurance at least as broad as ISO CG 20 01 04 13 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 the reporting or other provisions of the policies including breaches and warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
4. The Consultant'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.

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

The policies specified above shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Consultant, 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.

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

In the event any change is made in the insurance carrier, scope of coverage or retroactive date of professional liability coverage required under this agreement, Consultant shall notify the District prior to any changes.

1. **Workers' Compensation and Employer's Liability Insurance** - The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this contract, all 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. The Consultant shall provide employer's liability insurance with limits no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention exceeding \$50,000 must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

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.

MEC Coverage – For work involving portions of the former Fort Ord outside the cantonment area, all insurance maintained by Consultant shall include coverage for services, 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 Consultant related in any way to work performed by it on behalf of the Marina Coast Water District.

Evidences of Insurance - Prior to execution of the Agreement, the Consultant shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include the additional insured endorsements. Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

The Consultant shall, upon demand of the District, 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
920 2nd Avenue, Suite A
Marina, CA 93933
Attn: Stephenie Verdusco

Continuation of Coverage – If any of the required coverages expire during the term of this Agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the District at least ten (10) days prior to the expiration date.

Sub-Consultants - In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

Appendix C

Appendix C includes:

Release of Liens and Claims (CONSULTANT)

Release of Liens and Claims (Subconsultants and Subcontractors)

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CONSULTANT'S RELEASE OF LIENS AND CLAIMS

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 20____, between the undersigned, as CONSULTANT, and _____ having an office at _____, hereinafter called DISTRICT, at or on real estate owned by DISTRICT and described and located as follows:

(the "Facilities"); and,

WHEREAS, we, the undersigned, have agreed to release any and all claims and liens which the undersigned has, or might have, against the DISTRICT, or said Facilities by reason of services, labor, materials and equipment performed or furnished by us in connection with the Project.

NOW THESE PRESENTS WITNESS that the undersigned, in consideration of the premises herein, and of the sum of One Dollar (\$1.00) in hand paid by DISTRICT, at and before the sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, remises, releases and forever quitclaims, and by these presents does remise, release and forever quitclaim, unto DISTRICT, its successors and assigns, any and all manner of liens, claims and/or demands whatsoever which the undersigned now has, or might or could have, on or against the Facilities, or DISTRICT for work done, for services performed or furnished or for equipment or materials furnished in connection with the Project installation. It is the intent of this Release that DISTRICT, its successors and assigns, shall and may hold, have, use and enjoy the Facilities free and discharged from all liens and demands whatsoever which the undersigned now has, or might or could have, against the same if these presents had not been made.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the _____ day of _____, 20____ written.

(SEAL) _____
CONSULTANT

Dated: _____ By: _____

Title: _____

SUBCONTRACTOR's OR SUBCONSULTANT's
RELEASE OF LIENS AND CLAIMS

WHEREAS, the undersigned, has installed or performed or furnished labor, services, materials, and/or equipment for the installation of the Project entitled _____, (the "Project"), installed pursuant to a written agreement dated _____, 19____, between the _____, having an office at _____, hereinafter called DISTRICT and, _____ having an office at _____, hereinafter called CONSULTANT, at or on real estate owned by DISTRICT and described and located as follows:

(the "Facilities"); and,

WHEREAS, the undersigned, has agreed to release any and all claims and liens which the undersigned has, or might have, against DISTRICT or Facilities by reason of the services, labor, materials and equipment performed or furnished by the undersigned in connection with the Project.

NOW THESE PRESENTS WITNESS that the undersigned, in consideration of the premises herein, and of the sum of One Dollar (\$1.00) in hand paid by DISTRICT, at and before the sealing and delivery hereof, (the receipt and sufficiency of which are hereby acknowledged), remises, releases and forever quitclaims and by these presents do remise, release and forever quitclaim, unto DISTRICT, its successors and assigns, any and all manner of liens, claims and/or demands whatsoever which the undersigned now has, or might or could have, on or against the Facilities, or OWNER for work done, for services performed or furnished or for equipment or materials furnished in connection with the Project installation. It is the intent of this Release that DISTRICT, its successors and assigns shall and may hold, have, use and enjoy the Facilities free and discharged from all liens and demands whatsoever which the undersigned now has, or might or could have against the same if these presents had not been made.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the _____ day of _____, 20____ written.

(SEAL)

(Company Name)

Dated: _____

By: _____

Title: _____

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN MARINA COAST WATER DISTRICT
AND [CONSULTANT]
FOR [PROJECT NAME]

AMENDMENT NO. []

Article II - Scope of Services shall be [DESCRIPTION OF ADDITIONAL OR MODIFIED SCOPE OF SERVICES].

Article IV - Schedule shall be amended by a [] week extension.

Article IX - Payment shall be amended by a lump sum (or not-to-exceed if time and expense contract) amount of [\$]. *(NOTE: IF TIME AND EXPENSE CONTRACT, TASK ORDER MUST BE ACCOMPANIED BY ENGINEER'S MOST CURRENT SCHEDULE OF CHARGES.)*

All other articles of the [DATE] AGREEMENT FOR ENGINEERING SERVICES remain the same.

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

Prepared by: _____ Date _____
(DISTRICT REPRESENTATIVE)

ENGINEER
Schaaf & Wheeler
Consulting Civil Engineers

OWNER
Marina Coast Water District

By _____

By _____

Title _____

Title: General Manager

Date _____

Date _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-C

Meeting Date: December 18, 2023

Prepared By: Mary Lagasca, CPA

Approved By: Remleh Scherzinger, PE

Agenda Title: Adopt Resolution No. 2023-50 to Approve the Revised Reserve Policy

Staff Recommendation: Adopt Resolution No. 2023-50 to approve the revised Reserve Policy as recommended by the Budget and Engineering Committee.

Background: *Strategic Plan, Goal No. 3.3 Best Accounting Practices – The District will carefully follow best practice accounting practices as set forth by the Government Accounting Standards Board (GASB) to ensure that the proper accounting practices are in place, and evaluate and update fiscal policies, such as the District’s Investment and Reserve policies, based on the Financial Plan to assure financial stability.*

In July 2009, the Board adopted the District’s Reserve Policy via Resolution No. 2009-48. In December 2015, the Board adopted the Revised Reserve Policy via Resolution No. 2015-59.

The 2015 Reserve Policy includes the following reserve funds:

Restricted Reserves:

1. Bond/Debt Reserve Fund
2. Capital Reserve Fund
3. Capacity Charge Reserve Fund

Designated Reserves:

1. Capital Replacement and Improvement Fund
2. Administrative & General Fund
3. Emergency Fund
4. Rate Stabilization Fund
5. Operating Reserve Fund

Currently only five (5) of the eight (8) reserve funds are funded.

Discussion/Analysis: Reserve policy amendments and reserve target balance revisions are recommended to ensure that the District is able to withstand unexpected financial emergencies, such as those which may result from natural disasters, economic downturns, or unanticipated expenditures of a non-recurring nature, and to accumulate funds for capital expenditures.

For the Restricted Reserves, staff recommends eliminating the Capital Reserve Fund. The capital needs of the District will be addressed by the other reserve funds intended for capital expenditures.

For the Designated Reserves, staff recommends consolidating the Administrative & General Fund, and the Emergency Fund into the Operating Reserve Fund and increasing the target reserve balance of the Operating Reserve Fund. Doing so gives the District flexibility in addressing any unexpected emergencies that may arise. Staff also recommends revising the

target levels for Capital Replacement and Improvement Reserve and the Rate Stabilization Reserve to better address the needs of the District.

The 2023 Revised Reserve Policy includes the following:

Restricted Reserves:

- 1. Bond/Debt Reserve Fund
- 2. Capacity Fee Reserve Fund

Designated Reserves:

- 1. Capital Replacement and Improvement Fund
- 2. Operating Reserve Fund
- 3. Rate Stabilization Fund

Environmental Review Compliance: None required.

Legal Counsel Review: Legal Counsel has reviewed the Revised Reserve Policy.

Climate Adaptation: Not applicable.

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

Material Included for Information/Consideration: Resolution No. 2023-50, and, the current and proposed draft 2023 Revised Reserve Policy.

Action Required: X Resolution _____ Motion _____ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

December 18, 2023

Resolution No. 2023-50
Resolution of the Board of Directors
Marina Coast Water District
Approving the Revised Reserve Policy

RESOLVED by the Board of Directors (“Board”) of the Marina Coast Water District (“District”) at a regular meeting duly called and held on December 18, 2023 at 920 Second Avenue, Suite A, Marina, California as follows:

WHEREAS, in July 2009, the Board adopted the District’s Reserve Policy via Resolution No. 2009-48. In December 2015, the Board adopted the Revised Reserve Policy via Resolution No. 2015-59; and,

WHEREAS, the Budget and Engineering Committee and District staff have been reviewing and editing the Reserve Policy over the last several months; and,

WHEREAS, for the Restricted Reserves, staff recommends eliminating the Capital Reserve Fund. The capital needs of the District will be addressed by the other reserve funds intended for capital expenditures; and,

WHEREAS, for the Designated Reserves, staff recommends consolidating the Administrative & General Fund, and the Emergency Fund into the Operating Reserve Fund and increasing the target reserve balance of the Operating Reserve Fund. Doing so gives the District flexibility in addressing any unexpected emergencies that may arise; and,

WHEREAS, staff recommends the following Reserve Funds:

Restricted Reserves:

1. Bond/Debt Reserve Fund
2. Capacity Fee Reserve Fund

Designated Reserves:

1. Capital Replacement and Improvement Fund
2. Operating Reserve Fund
3. Rate Stabilization Fund

WHEREAS, staff also recommends revising the target levels for Capital Replacement and Improvement Reserve and the Rate Stabilization Reserve to better address the needs of the District.

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

1. adopt Resolution No. 2023-50 approving the Revised Reserve Policy; and,
1. Authorize the General Manager to execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on December 18, 2023, 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 _____

, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2023-50 adopted December 18, 2023.

Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

POLICY MANUAL

POLICY TITLE: Reserve Policy

POLICY NUMBER: 3050

3050.1 Purpose. The purpose of this policy is to ensure MCWD has sufficient funds to meet current and future needs. Annually, during the budget adoption process, the District Board of Directors (Board) will approve appropriate levels and uses for reserve funds based upon the needs of the District.

3050.2 Policy Statement. A key element of prudent financial planning is to ensure that sufficient funding is available for current and future operating, capital, and debt service needs. Additionally, fiscal responsibility requires anticipating the likelihood of, and preparing for, unforeseen events. Marina Coast Water District (“District” or “MCWD”) will at all times strive to have adequate reserves to ensure that customers experience both stable rates for service and the security that the District can respond to emergencies, especially in connection with water and wastewater quality issues. Adequate reserves ensure that the District will at all times have sufficient funding available to meet its operating, capital and debt service cost obligations, together with the ability to fund future debt or capital obligations, as well as any unfunded mandates, including regulatory requirements.

The District manages its reserves to (i) permit funding consistent with its annually updated five-year capital improvement program and five year rate study financial plan; and (ii) avoid significant rate fluctuations due to changes in cash flow requirements. The ability of the District to maintain reserve funds is a critical factor in providing reliable service, mitigating rate increases and ensuring overall financial strength. Adequate reserves directly affect the District's bond rating and ultimately the ability to access debt markets at favorable interest rates, thereby ensuring the ability to finance and construct the infrastructure necessary to renew existing systems and expand water and wastewater service levels to meet future needs.

This Policy is intended to ensure MCWD has sufficient funds to meet current and future needs. Annually during the budget adoption process, the District Board of Directors (the “Board”) will approve appropriate levels and uses for reserve funds based upon the needs of the District.

3050.3 General Provisions. The District may maintain its liquidity and capital funds in separate, designated sub-accounts in a manner that ensures its financial soundness and provides transparency to its ratepayers. The Fund balances are considered the minimum necessary to maintain the District’s creditworthiness and adequately provide for:

- Compliance with applicable statutory requirements
- Financing of future capital facilities
- Financing of repair and replacement of existing assets
- Cash flow requirements

- Economic uncertainties and other financial hardships or downturns in the local or national economies
- Unexpected local disasters, such as earthquakes, fires, etc., or system failures
- Contingencies or unforeseen operating or capital needs

In the context of funding future capital facilities and maintaining and replacing existing assets, in each instance, the District will analyze the benefits and tradeoffs of utilizing reserves, pay-as-you-go and debt financing, or some combination of each, and determine the optimal funding strategy. The analysis should consider MCWD's current and projected reserve levels, as well as the impact of inflation, the costs of operations, and the cost to implement the capital improvement program. MCWD may from time to time measure its liquidity position by calculating "days cash" or other appropriate calculation of liquidity and its capital positions, as measured by its debt-to-equity ratio or other appropriate calculation of capital position.

MCWD has established and will maintain the following categorization of reserve funds:

- Restricted Funds – comprised of proceeds from the sale of bonds, or any form of debt, shall be retained in the appropriate bond proceeds fund as governed by the corresponding bond documentation. Additionally, monies from other agencies, or transfers from the Capital Replacement and Improvement Fund to fund costs associated with uncompleted prior years' projects; customer deposits; and capacity charges.
- Board Designated Funds – comprised of the Rate Stabilization Fund, the Capital Replacement and Improvement Fund, the Emergency Fund, the Administrative & General Fund and the Operating Reserve Fund.

This Policy requires the crediting of interest income to the specific reserve funds until the respective fund's maximum is achieved. Once the maximum balance is reached within a specific reserve fund, the surplus interest earnings will be reallocated to other reserve funds whose funding level is below the maximum requirement recommended by this Policy. In determining the transfers of excess monies, priority will be given to fund the Operating Reserve and Emergency Reserve. In the event the balance in either the Operating Fund or Emergency Fund exceeds the established aggregate maximum, excess monies will be transferred annually into the Capital Replacement and Improvement Fund.

The minimum established for each Fund represents the baseline financial condition that is acceptable to MCWD from risk and long-range financial planning perspectives. Maintaining reserves at appropriate levels is a prudent, ongoing business process that consists of an iterative, dynamic assessment and application of various revenue generating alternatives. These alternatives (either alone or in combination with each other) include, but are not limited to: fees and charges, water usage, capital financing, investment of funds, and levels of capital expenditures. Balances in the Capital Reserve Fund, Capacity Charge Reserve Fund, Capital Replacement and Improvement Fund, or Rate Stabilization Fund may fall to zero; however, such shall not constitute a failure to comply with this Policy.

This Policy is designed to meet requirements at the District level. The District recognizes the differences in capital and liquidity needs between the Central Marina community and the Fort Ord community. Additionally, the District recognizes the differences in capital planning and liquidity requirements between the water and sewer systems. The District will continue to maintain distinct records and accounts for amounts determined under this Policy attributable to each component system. For purposes of this Policy the Component Systems are Marina Water, Marina Sewer, Ord Water, Ord Sewer and the New Water System.

Compliance with this Policy will be measured at the District level, however, in furtherance of compliance with this Policy and equity between rate payers of each community, and costs differences between the RUWAP System and the water and wastewater systems, the District may take into account the specific fund balances associated with each Component System and shall take any legally authorized action necessary to ensure the compliance and equity intended hereunder.

The Board shall approve any reallocation of funds or any transfers among Funds.

3050.4 Fund Target Levels and Management.

3050.4.1 Restricted Funds.

1. Bond Proceeds Fund(s): Bond proceeds funds are monies derived from the proceeds of a bond issue. Typically, they consist of construction fund monies, and a debt service reserve fund (DSRF). The use of these proceeds is restricted by conditions set forth in the governing bond documents. These funds are usually held by the Trustee in favor of the bond holders.
 - Target Level. Any DSRF is established at the time of the bond issue; however, if allowed under the governing documents, this amount may be recalculated and any excess principal and/or interest earnings will be used to pay debt service on the corresponding bonds.
 - Events or Conditions Prompting the Use of the Fund(s). As stipulated in the respective bond documents. Construction fund monies are expected to be spent on applicable projects, while the DSRF can only be used in the event of a shortfall in revenues to pay debt service or to pay down principal at maturity, or in connection with a refunding transaction.
 - Periodic Review Dates for Balances. Any DSRF amount shall be reviewed by MCWD staff on a semi-annual basis (i.e., every interest and/or principal payment date).

2. Capital Reserve Fund: The purpose of this fund is to hold funds that are intended for general use on capital projects. The funds come from contributions from other agencies or from funds that were budgeted for capital projects in prior years but unspent. This fund is spent directly on capital expenditures over the current or future year's normal capital budget and is not held in reserve for some other purpose.
 - Target Level. The balance in this account will fluctuate depending on the

capital improvement plan and the timing of projects. Therefore, no minimum or maximum levels will be established.

3. Capacity Charge Reserve Fund: The monies in this fund are collected from developers to pay for the new facilities necessary to deliver water and wastewater service to newly developed property. These fees are for offsite improvements such as the development's fair share cost of wells, reservoirs, transmission mains, treatment plant capacity, wastewater facilities and other necessary facilities. The fees are collected at rates established by the Board based upon specific financial rate studies. The rates charged are based on a project's equivalent dwelling unit (EDU) basis. These funds are restricted to the design and construction of capital facilities for water and wastewater delivery. This Capacity Charge Reserve Fund is drawn upon as planned capital expenditures amounts are made. At the end of each fiscal year, any unspent budgeted capital amount will be reallocated to this fund and will be used in the following year's capital budget as appropriate and necessary.

- Target Level. The balance in this account will fluctuate depending on the number and timing of development projects. Therefore, no minimum or maximum levels will be established.

3050.4.2 Board Designated Reserve Funds.

1. Capital Replacement and Improvement Fund: The Capital Replacement and Improvement Fund shall be used for the funding of the replacement of capital assets when they reach the end of their useful lives, or improvements to any Component System.

- Target Level. Annually MCWD will strive to fund the Capital Replacement and Improvement Fund, based on availability of funds, with an amount equal to the result of multiplying (a) the depreciation amount for the prior Fiscal Year by (b) an amount equal to up to 40% for the Marina Community and 20% for the Fort Ord Community. There shall be no minimum or maximum balance for the Capital Replacement and Improvement Fund. MCWD may set aside replacement or improvement monies on a project-by-project basis.

- Events or Conditions Prompting the Use of the Fund. Staff will recommend new assets to be constructed or assets to be replaced during the annual budget preparation. As projects are approved, funds will be appropriated from this reserve fund as necessary. Funds may be transferred from this account to the Capital Reserve Fund per the intent of that fund.

2. Administrative & General Fund: The Administrative & General Fund can be used to fund certain general, administration and overhead projects. It is intended to fund, or partially fund offices, fixtures, furnishings, vehicles and equipment on a pay-as-you-go basis. The Board will appropriate funds for specific projects.

- Target Level. This fund shall have a minimum balance of \$50,000 to be funded by June 30, 2017. However, MCWD shall authorize a

maximum balance of \$250,000. Annually if approved by the Board the maximum balance in this fund may be adjusted for inflation. Special projects can be funded on an as-needed or project-by-project basis.

- Events or Conditions Prompting the Use of the Fund. Administrative and general projects will be identified by staff and recommended to the Board during the preparation of the annual budget. As projects are approved, funds will be appropriated from available revenues.
- Replenishment. in the event this fund falls below its minimum funding level, the Board will act to increase revenues to restore the balance above the minimum funding level within twenty-four (24) months from the date that the fund fell below the minimum level.

3. Emergency Fund: The Emergency Fund shall be used to repair the water or sewer systems after a catastrophic event, such as an earthquake or fire, or system failure, or in connection with a financial crisis, while long-term financing is being arranged or insurance claims are being processed. MCWD may use funds herein for either capital or operating purposes.

- Target Level – Funding shall be targeted at a minimum equal to 1/2% of the net capital assets of the District’s water and sewer systems and a maximum of 2% of the net capital assets of the water and sewer systems. The District shall have until June 30, 2017 to fund the account at the minimum level.
- Events or Conditions Prompting the Use of the Fund – The Board may designate use of this fund after establishing that conditions exist as provided in the definition and purpose of the fund.
- Replenishment – in the event the Emergency Fund falls below its minimum funding level, the Board will act to increase revenues to restore the balance above the minimum funding level within twelve (12) months from the date that the fund fell below the minimum level.

4. Rate Stabilization Fund: This fund is governed by bond covenants for the District's revenue bonds. The purpose of the fund is to assist in smoothing rates to pay MCWD debt service and to assure that minimum debt service coverage ratios required by the District's bond covenants would be met in the future. Funds deposited into this reserve are treated as operating revenues in the year of deposit and will be treated as such in years of use for the purposes of computing the District's debt service coverage ratio. This fund is applied in the five-year financial plan and annual rate model along with other reserve funds, if necessary, to smooth future rate increases. This fund will provide a buffer should revenue estimates in any year not meet projections. This fund will be drawn down to smooth rate increases. Specifically, they will be applied in any year where other revenues are not sufficient to meet the required debt service coverage ratio. They will also be applied if meeting only minimum coverage levels could result in the District's bond ratings being downgraded.

- Target Level – This fund shall have no minimum or target level established. This fund is intended to be used to defray any unforeseen decreases in the sale of water, or long term increases in the cost of operating the Water and Sewer Enterprises. The Board upon the recommendation of staff, on a case-by-case basis, will determine the amount and timing for the funding of the Rate

Stabilization Fund. The District shall establish a maximum funding level equal to 25% of annual aggregate debt service on all outstanding senior and subordinate debt.

- Events or Conditions Prompting the Use of the Fund – This fund is intended to be used to defray any decline in revenues, or increase in operating expenses. The Board upon the recommendation of staff, on a case-by-case basis, will determine the amount and timing for any use of the Rate Stabilization Fund.
5. Operating Reserve Fund: The Operating Reserve Fund is used for unanticipated operating expenses and is designated to be utilized for current operations and to meet routine cash flow needs.
- Target Level – The Operating Reserve Fund shall have a minimum balance equal to 25% of the District’s currently budgeted total operating expenses excluding depreciation and the maximum amount shall not exceed 50% of the currently budgeted total operating expenses excluding depreciation.
 - Events or Conditions Prompting the Use of the Fund – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by (i) timing differences between revenue and expenses; or (ii) unexpected decreases in revenues; or (iii) unexpected increases in expenses.
 - Replenishment – in the event the Operating Reserve Fund is at or below the minimum level, the Board will take appropriate action to increase revenues to restore the balance above the minimum within twelve (12) months from the date that the amount fell below the minimum level.

3050.5 Investment Guidelines. Maintaining a prudent balance between funding capital projects with reserves, debt and annual cash flow sources may provide an added benefit to MCWD in terms of allowing for a more optimal investment strategy. In the context of these policies and in circumstances where such balance is present, the investment portfolio can be separated into short and long portfolios to maximize investment returns. Because of their nature and potential imminent needs, amounts in the Capital Reserve, Emergency Reserve, and Operating Reserve should be invested in short-term instruments. Monies in the Capital Replacement and Improvement Reserve, however, may be invested to match needs as projected by the capital improvement plan. For purposes of investment, the District may commingle amounts on deposit in Board Designated Reserve Funds, so long as the District’s Investment Policy permits such.

3050.6 Delegation of Authority. The Board has sole authority to amend or revise this Policy. Through approval of this Policy, the Board has established written procedures for staff to follow in the management of the District’s Reserve Funds.

MARINA COAST WATER DISTRICT

POLICY MANUAL

POLICY TITLE: Reserve Policy

POLICY NUMBER: 3050

3050.1 Purpose. The purpose of this Reserve Policy (Policy) is to ensure Marina Coast Water District (“District” or “MCWD”) has sufficient funds to meet current and future needs.

3050.2 Policy Statement. A key element of prudent financial planning is to ensure that sufficient funding is available for current and future operating, capital, debt service needs, unforeseen events, stable rates for service, and the security that the District remains able to respond to emergencies.

Adequate reserves directly affect the District’s bond rating and ultimately the ability to access debt markets at favorable interest rates, thereby enhancing the ability to finance and construct the infrastructure necessary to renew existing systems and expand water and wastewater service levels to meet projected needs.

As part of adoption of the annual budget, the District Board of Directors (the “Board”) will approve appropriate levels and uses for reserve funds based upon the needs of the District.

3050.3 General Provisions.

3050.3.1 The District may maintain its liquidity and capital funds in separate, designated sub-accounts in a manner that ensures its financial soundness and provides transparency to its ratepayers. The Fund balances are considered the minimum amount necessary to maintain the District’s creditworthiness and adequately provide for:

- Compliance with applicable statutory requirements
- Financing of future capital facilities
- Financing of repair and replacement of existing assets
- Cash flow requirements
- Economic uncertainties and other financial hardships or downturns in the local or national economies
- Unexpected local disasters, such as earthquakes, fires, etc., or system failures
- Contingencies or unforeseen operating or capital needs
- Rate stabilization

3050.3.2 MCWD has established and will maintain the following categorization of reserve funds:

- A. Restricted Funds – All funds restricted by outside sources such as creditors, grantors, contributors, or laws or regulations of other governmental entities. Refer to section 3050.4.1.

- B. Designated Funds – Funds set aside for a specific purpose, which shall be determined at the sole discretion of the Board. The Board also has the authority to redirect the use of these reserve funds as the needs of the District change. Refer to section 3050.4.2.

3050.3.3 This Policy is intended to meet requirements at the District level. For purposes of this Policy, the Component Systems means the Marina Water, Marina Sewer, Ord Water, Ord Sewer, Recycled Water and Groundwater Sustainability Agency, jointly and/or severally as the case may be.

The District recognizes the differences in capital and liquidity needs between the Marina and Ord service areas. Additionally, the District recognizes the differences in capital planning and liquidity requirements between each of the water and sewer systems. The District will continue to maintain distinct records and accounts for amounts determined under this Policy attributable to each Component System.

Compliance with this Policy will be measured at the District level, however, in furtherance of compliance with this Policy and equity between rate payers of each community, and costs differences between the water, wastewater, recycled water and the Groundwater Sustainability Agency, the District may take into account the specific fund balances associated with each Component System and may take any legally authorized action necessary to ensure the compliance and equity intended hereunder.

3050.4 Fund Target Levels and Management.

3050.4.1 Restricted Funds.

1. Bond Proceeds Fund(s): These funds are derived from the proceeds of a bond issuance. The use of these proceeds is restricted by conditions set forth in the governing bond documents, typically consisting of construction fund monies and a debt service reserve fund (“DSRF”). These funds are generally held by the Trustee (MCWD) in favor of the bond holders.
2. Capacity Fee Reserve Fund: These funds are fees collected from new system connections and are restricted to the design and construction of capital facilities for water and wastewater delivery. These fees are for offsite improvements such as the development's fair share cost of wells, reservoirs, transmission mains, treatment plant capacity, wastewater facilities and other necessary facilities. Fees are collected at rates established by the Board based upon specific financial rate studies. The rates charged are based on a project's equivalent dwelling unit (EDU) basis. This Capacity Fee Reserve Fund is drawn upon as planned capital expenditures occur. The balance in this fund will fluctuate depending on the number and timing of development projects and the progress of design and construction of capital facilities by the District. No target fund balance is set by the Board.

3050.4.2 Designated Funds.

1. Capital Replacement and Improvement Fund: Funds for the replacement of capital assets when they reach the end of their useful lives, or improvements to any Component System. Funds herein further enable the District to undertake multi-year projects and possess the financial ability to pay for unbudgeted, unplanned replacement needs.
 - Target Level. Target is the amount of single most expensive asset to replace for each Component System. Funding for this reserve will be considered as part of the annual budget process. MCWD may set aside replacement or improvement monies on a project-by-project basis.
 - Events or Conditions Prompting the Use of the Fund. Staff will recommend new assets to be constructed or assets to be replaced based on the District's CIP Master Plan. As projects are approved by the Board, funds will be appropriated from this reserve fund as necessary.

2. Operating Reserve Fund: Funds for unanticipated events which impact current operating expenses and are required to meet routine cash flow needs. This fund may be routinely utilized to cover temporary cash flow deficiencies caused by (i) timing differences between revenue and expenses; (ii) unexpected decreases in revenues; or (iii) unexpected increases in expenses.
 - Target Level – The Operating Reserve shall have a target balance equal to 150% (18 months) of the District's currently budgeted operating expenses.
 - Events or Conditions Prompting the Use of the Fund – Funds may be routinely utilized by staff to cover temporary cash flow deficiencies caused by (i) timing differences between revenue and expenses; or (ii) unexpected decreases in revenues; or (iii) unexpected increases in expenses.
 - Replenishment – In the event the Operating Reserve Fund is below the target level, the Board will take appropriate action to increase revenues to restore the balance to the target amount as soon as feasible. Funding for this reserve will be considered annually as part of the budget process.

3. Rate Stabilization Fund: Funds to assist in smoothing rates; to reduce (buy down) rate increases as the Board deems appropriate. Funds deposited into this reserve are treated as operating revenues in the year of deposit and will be treated as such in years of use for purposes of computing the District's debt service coverage ratio.

The Board, upon the recommendation of staff, on a case-by-case basis, will determine the amount and timing for the funding of the Rate Stabilization Fund.

- Target Level – Annually during the budget process, the Board, upon the recommendation of staff and on a case-by-case basis, will determine the amount and timing for funding the Rate Stabilization Fund, with a target of maintaining a balance equal to 10% of the Rate Revenues for any fiscal year. The District shall include this basis in deriving fees and charges per

its 5 Year Rate Study.

- Funding Strategy – until fully funded and to the extent feasible, the annual budget shall consider a set aside of no less than 2% of its projected Rate Revenues for the Rate Stabilization Fund.

3050.5 Funding Priority. For funding purposes, the District prioritizes its Designated Funds as follows:

1. Capital Replacement and Improvement Fund, until fully funded, thereafter
2. Operating Reserve, until fully funded, thereafter
3. Rate Stabilization Fund

3050.6 Delegation of Authority. The Board has sole authority to amend or revise this Policy. Through approval of this Policy, the Board has established written procedures for staff to follow in the management of the District’s Reserve Funds.

Adopted: July 14, 2009 via Resolution No. 2009-48
Revised: December 7, 2015 via Resolution No. 2015-59
Revised: December 18, 2023 via Resolution No. 2023-XX

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-D

Meeting Date: December 18, 2023

Prepared By: Paula Riso

Presented By: Remleh Scherzinger, PE

Agenda Title: Make Director Appointments to Committees of the Board and to Outside Agencies for 2024, and as Negotiators to any Ad Hoc Committees of the Board

Staff Recommendation: The Board of Directors discuss the standing committees of the Board.

Background: *Strategic Plan, Mission Statement – We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

The Board of Director’s Manual, when it was first adopted in 2002, superseded Resolution No. 1993-3 and Resolution No. 1998-1 and memorialized the Standing Committees of the Board where they currently reside, in Section 34 of the Board of Director’s Manual, last updated in December 2022.

Discussion/Analysis: The Board President will recommend appointments to the following Committees:

The Board appoints representatives to the following District Standing Committees:

- | | | |
|----|----------------------------------|------------------------------|
| 1. | Executive Committee | President and Vice President |
| 2. | Budget and Engineering | 2 Members, 1 Alternate |
| 3. | Community Outreach and Personnel | 2 Members, 1 Alternate |
| 4. | Joint City/District Committee | 2 Members, 1 Alternate |

The Board appoints representatives to the following outside agencies or committees:

- | | | |
|----|-------|--------------------------------------|
| 1. | MIW | 1 Member, 1 Alternate |
| 2. | LAFCO | 1 Member, 1 Alternate |
| 3. | SDA | 1 Member, All Directors as Alternate |
| 4. | JPIA | 1 Member, 1 Alternate |

The Board appoints representatives to the following outside Ad Hoc Committees:

- | | | |
|----|--------------------------------|---------------------------|
| 1. | MCWD/SVBGSA Steering Committee | 1 Member, 1 Alternate |
| 2. | Climate Action Plan Committee | 1 Member, 1 public member |

Other Committees:

- | | | |
|----|---------------------------------------|-----|
| 2. | Water Conservation Commission Liaison | TBD |
|----|---------------------------------------|-----|

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

Other Considerations: None recommended.

Material Included for Information/Consideration: None.

Action Required: Resolution X Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____