



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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DIRECTORS

JAN SHRINER
President

THOMAS P. MOORE
Vice President

HERBERT CORTEZ
GAIL MORTON
MATT ZEFFERMAN

Agenda

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

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

Monday, April 19, 2021, 6:30 p.m. PST

Due to Governor Newsom's Executive Order N-29-20 and recommendations on protocols to contain the spread of COVID-19, staff and Board members will be attending the April 19, 2021 meeting remotely from various locations and the meeting will be held via Zoom conference. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception.

There may be limited opportunity to provide verbal comments during the meeting. Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, April 19, 2021; 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/82697464968?pwd=M25WbFVBWGpSeG1xQ3VSM2pCcnhxdz09>

Passcode: 217622

To participate via phone: 1-669-900-9128; Meeting ID: 826 9746 4968 Passcode: 217622

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

1. Call to Order

2. Roll Call

3. Public Comment on Closed Session Items *Anyone wishing to address the Board on matters appearing on Closed Session may do so at this time. Please limit your comment to four minutes. The public may comment on any other items listed on the agenda at the time they are considered by the Board.*

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road, Marina. The agenda shall also be posted at the following locations but those locations are not official agenda posting locations for purposes of section 54954.2(a)(1): City of Marina Council Chambers. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Wednesday, April 14, 2021. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5910

4. Closed Session

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- 2) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Party in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)
- 3) Appeal No. A-3-MRA-19-0034 by California-American Water Company to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project
- 4) City of Marina vs. RMC Lonestar [CEMEX], California-America Water Company, Marina Coast WD, et al Defendants, Monterey County Superior Court Case No. 20CV001387 (Complaint for Breach of Contract, Declaratory Relief under the Agency Act, and Tortious Interference with Existing Contract)
- 5) Marina Coast Water District vs California-American Water Company, Monterey County Water Resources Agency; and, California-American Water Company, Monterey County Water Resources Agency vs Marina Coast Water District, San Francisco Superior Court Case Nos. CGC-15-547125, CGC-15-546632 (Complaint for Damages, Breach of Warranties, etc.)
- 6) California-American Water Company v. All Persons Interested..., Complaint for Reverse Validation, Monterey County Superior Court Case No. 20CV002436, and Marina Coast Water District's consideration of joining that case

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

Conference with Legal Counsel – Initiation of Litigation

One potential case

7:00 p.m. Reconvene Open Session

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

6. Pledge of Allegiance

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

8. Presentation

- A. [Consider Adoption of Resolution No. 2021-19 to Recognize and Appreciate Derek Cray, Operations and Maintenance Manager, for Dedicated and Outstanding Service During his Time as the Interim General Manager to the Marina Coast Water District](#)
(Page 1)

9. [Consent Calendar](#)

- A. [Receive and File the Check Register for the Month of March 2021](#)
(Page 6)
- B. [Consider Approving the Draft Minutes of the Special Joint Board/GSA Meeting of March 11, 2021](#)
(Page 12)
- C. [Consider Approving the Draft Minutes of the Regular Joint Board/GSA Meeting of March 15, 2021](#)
(Page 15)
- D. [Consider Approving the Draft Minutes of the Special Joint Board/GSA Meeting of March 17, 2021](#)
(Page 23)
- E. [Consider Approving the Draft Minutes of the Special Joint Board/GSA Meeting of March 24, 2021](#)
(Page 26)
- F. [Consider Approving the Draft Minutes of the Special Joint Board/GSA Meeting of March 31, 2021](#)
(Page 29)
- G. [Consider Adoption of Resolution No. 2021-20 to Approve the Updated 2021 District Maintenance Management Plan](#)
(Page 32)

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

- A. [Consider Adoption of Resolution No. 2021-21 to Amend the FY 2020-2021 Capital Improvement Program to Add Intermediate Reservoir Tank Recoating, and Valve Replacement](#)
(Page 69)

- B. [Consider Adoption of Resolution No. 2021-22 to Amend the On-Call Engineering Professional Services Agreement with Schaaf & Wheeler for the Gigling Sanitary Sewer Force Main Replacement Design](#)
(Page 74)
- C. [Consider Adoption of Resolution No. 2021-17 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Marina Developers, LLC for the Sea Haven Phase 3B Development Project](#)
(Page 84)
- D. [Consider Adoption of Resolution No. 2021-23 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Monterey Peninsula Management Group for the Abdy Way Subdivision Development Project](#)
(Page 129)
- E. [Consider Adoption of Resolution No. 2021-24 to Approve Amendment No. 9 to the Professional Services Agreement with Carollo Engineers for Design of the Regional Urban Water Augmentation Project Distribution Mains Project – CIP #RW-0174](#)
(Page 162)
- F. [Consider Approval of the 2020 Consumer Confidence Report for the Marina Coast Water District Water System, Central Marina and Ord Community](#)
(Page 183)
- G. [Discuss and Consider Appointing a Director to Represent the District in an Official Capacity for the May 12th East Garrison Community Services District Meeting](#)
(Page 190)

11. Budget Workshop

- A. [Receive District Draft Five-Year Capital Improvements Projects Budget for the Marina and Ord Community Service Areas](#)
(Page 192)
- B. [Receive a Presentation on the Draft District FY 2021-2022 Budget, Rates, Fees and Charges for the Marina and Ord Community Service Areas and Provide Direction Regarding Preparation of the Final Budget Documents](#)
(Page 199)

12. Staff Reports

- A. [Receive an Update on the Fiscal Impacts to the District due to Covid-19](#)
(Page 201)
- B. [Receive the 1st Quarter 2021 MCWD Water Consumption Report](#)
(Page 215)

- C. [Receive the 1st Quarter 2021 Sewer Flow Report](#)
(Page 221)
- D. [Receive 1st Quarter Report on Pure Water Monterey and MCWD Recycled Water Flows through March 31, 2021](#)
(Page 223)
- E. [Receive a Historic 5-Year Sewer Flow Report](#)
(Page 225)
- F. [Receive a Report on Potable Water Production through March 31, 2021](#)
(Page 227)

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

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

14. [Correspondence](#)
(Page 230)

15. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, May 17, 2021, 6:30 p.m.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: April 19, 2021

Prepared By: Jan Shriner

Approved By: Jan Shriner

Agenda Title: Consider Adoption of Resolution No. 2021-19 to Recognize and Appreciate Derek Cray, Operations and Maintenance Manager, for Dedicated and Outstanding Service During his Time as the Interim General Manager to the Marina Coast Water District

Recommendation: The Board of Directors consider adoption of Resolution No. 2021-19 in recognition and appreciation of Derek Cray for his dedicated and outstanding service during his time as the Interim General Manager to the Marina Coast Water District.

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

Discussion/Analysis: Derek Cray became the District's Operations and Maintenance Manager on January 2, 2018. During his tenure with the District, Derek has proven himself to be responsible, dedicated, and hardworking.

In June 2020, Derek was asked to be the Interim General Manager for six weeks while Mr. Van Der Maaten was on leave. Derek stepped in and assumed the duties of the General Manager while still performing his duties as the Operations and Maintenance Manager. Derek made the transition flawless and performed both duties in an exceptional manner.

Mr. Van Der Maaten gave his resignation in November 2020 and the Board recruited for the Interim General Manager position shortly thereafter. Derek surprised and impressed the Board for knowing what the job entails and still being willing to be one of the applicants. The Board appointed him to Interim General Manager in December 2020. Once Mr. Van Der Maaten left the District in January 2021, Derek stepped into the Interim General Manager role. Derek has worked diligently with legal counsel and the Board on all the matters facing the District and has shown a levelheadedness and passion that is admirable. The work included not only running the specialized field crews during winter weather related repairs during a pandemic but also simultaneously carefully supporting consultants, executive management staff and Board members in recruiting, screening, and refilling the Board member and General manager positions.

Therefore, the Board of Directors, as well as the employees of the Marina Coast Water District, recognizes and appreciates Derek's many contributions to the District during the past several months and are pleased to see him continue his role as the Operations and Maintenance Manager.

Environmental Review Compliance: None required.

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

Other Considerations: None

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

Motion By _____ Seconded By _____ No Action Taken _____

Abstained _____

Absent _____

April 19, 2021

Resolution No. 2021-19
Resolution of the Board of Directors
Marina Coast Water District

In Recognition and Appreciation of Derek Cray, Operations and Maintenance Manager,
for his Dedicated and Outstanding Service During his Time as
Interim General Manager to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on April 19, 2021, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Derek Cray joined the District on January 2, 2018 as its Operations and Maintenance Manager; and,

WHEREAS, his dedication and leadership have been outstanding as the Operations and Maintenance Manager; and,

WHEREAS, Derek previously did an excellent job when he served as Interim General Manager from June 1, 2020 through July 13, 2020; and,

WHEREAS, in December 2020, following the resignation of General Manager Van Der Maaten, Derek was selected by the Board to serve as the Interim General Manager until the position was filled; and,

WHEREAS, since January 2021, Derek has performed the duties of the Interim General Manager exceedingly well and has risen well above the expectations of the Board.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its heartfelt gratitude and recognizes Derek Cray for his outstanding service as the Interim General Manager to Marina Coast Water District.

PASSED AND ADOPTED on April 19, 2021, 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_____

Jan Shriner, 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. 2021-19 adopted April 19, 2021.

Remleh Scherzinger, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9

Meeting Date: April 19, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Consent Calendar

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

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of March 2021
- B) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 11, 2021
- C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of March 15, 2021
- D) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 17, 2021
- E) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 24, 2021
- F) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 31, 2021
- G) Consider Adoption of Resolution No. 2021-20 to Approve the Updated 2021 District Maintenance Management Plan

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

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

Material Included for Information/Consideration: Check Register for March 2021; draft minutes of March 11, 2021; draft minutes of March 15, 2021; draft minutes of March 17, 2021; draft minutes of March 24, 2021; draft minutes of March 31, 2021; and, the 2021 updated District Maintenance Management Plan.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-A

Meeting Date: April 19, 2021

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Receive and File the Check Register for the Month of March 2021

Staff Recommendation: The Board of Directors receive and file the March 2021 expenditures totaling \$1,215,043.84.

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 March 2021 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

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: March 2021 Summary Check Register.

Action Required: ____Resolution ____X____Motion ____Review
(Roll call vote is required.)

Board Action

Motion By____ Seconded By____ No Action Taken____

Ayes____ Abstained____

Noes____ Absent____

MARCH 2021 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
03/09/2021	70302-70324	Check Register	347,297.38
03/10/2021	Wire	Friedman & Springwater LLP	21,792.00
03/16/2021	70325-70361	Check Register	122,619.28
03/24/2021	70362-70403	Check Register	257,668.65
03/05/2021	ACH	CalPERS	24,790.61
03/05/2021	ACH	Internal Revenue Service	44,222.02
03/05/2021	ACH	MassMutual Retirement Services, LLC	12,159.48
03/05/2021	ACH	State of California - EDD	9,893.72
03/05/2021	501039-501041	Payroll Checks and Direct Deposit	102,499.23
03/05/2021	501042-501043	Check Register	1,741.70
03/12/2021	501044-501060	Check Register	72,526.59
03/19/2021	ACH	CalPERS	24,830.50
03/19/2021	ACH	Internal Revenue Service	44,068.46
03/19/2021	ACH	MassMutual Retirement Services, LLC	12,379.48
03/19/2021	ACH	State of California - EDD	9,832.17
03/19/2021	501061-501063	Payroll Checks and Direct Deposit	105,846.87
03/19/2021	501064	Check Register	875.70
TOTAL DISBURSEMENTS			<u><u>1,215,043.84</u></u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70302	02/26/2021	03/09/2021	Becks Shoe Store, Inc. - Salinas	Boot Benefit	185.73
70303	03/02/2021	03/09/2021	Denise Duffy & Associates, Inc.	Water Distribution Laterals Construction Compliance	25,241.39
70304	02/12/2021	03/09/2021	Fast Response On-Site Testing	Annual Mask Fit and Hearing Tests	1,720.80
70305	02/18/2021	03/09/2021	Verizon Wireless	Cell Phone Service 02/2021	1,458.95
70306	01/23/2021	03/09/2021	Harris & Associates	Construction Management and Inspection Services - Imjin LS, Inspection Services - RUWAP Distribution, Developers (East Garrison, Wathen-Castanos Homes)	101,005.39
70307	02/25/2021	03/09/2021	Maynard Group	Network Switch Installation - IOP Building	681.79
70308	02/08/2021	03/09/2021	American Supply Company	Janitorial Supplies	505.12
70309	02/28/2021	03/09/2021	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	325.48
70310	11/06/2020	03/09/2021	Val's Plumbing & Heating, Inc.	Garbage Disposal Repair - BLM	150.37
70311	02/24/2021	03/09/2021	McGrath Rent Corp.	Modular Office - Water Resources 03/2021	743.69
70312	02/24/2021	03/09/2021	Voyager Fleet Systems, Inc.	Fleet Gasoline	4,125.00
70313	02/23/2021	03/09/2021	Marina Tire & Auto Repair	Oil Change - Meter Reader Truck #1239	75.00
70314	02/11/2021	03/09/2021	Richards, Watson & Gershon	Legal Fees - Opp to Cal AM Asserted Water Rights to CEMEX Prop, Regional Project Litigation 01/2021	20,230.74
70315	02/22/2021	03/09/2021	U.S. Bank National Association	IOP Office Copier Lease (C650I) 03/2021	287.34
70316	03/01/2021	03/09/2021	Monterey Bay Technologies, Inc.	IT Support Services 03/2021	3,451.00
70317	02/26/2021	03/09/2021	ICONIX Waterworks (US), Inc.	DI Spool, Bolt Up Sets, Flange Kits, Materials for PRV, Pack Joint Coupling and Copper Tube Insert - Altitude Valve, General Supplies	22,167.61
70318	02/08/2021	03/09/2021	Aleshire & Wynder, LLP	Legal Fees - Opinion for Bay View Community vs. MCWD 11/2020 - 12/2020	125,695.86
70319	02/28/2021	03/09/2021	Peninsula Messenger LLC	Courier Service 03/2021	163.00
70320	02/23/2021	03/09/2021	Alliance Resource Consulting LLC	Executive Recruitment - General Manager	7,500.00
70321	02/28/2021	03/09/2021	AT&T	Phone and Alarm Line Services 02/2021	224.29
70322	02/16/2021	03/09/2021	Applied Best Practices	Annual Debt Transparency Report	1,654.00
70323	03/01/2021	03/09/2021	Pure Janitorial, LLC	Janitorial Service - Beach/Ord/IOP/BLM Offices 02/2021	4,550.00
70324	02/12/2021	03/09/2021	R&B Company	(1) 3G DS LCD Interpreter Register Kit, (150) 3/4" 3G-DS Registers	25,154.83
Wire	02/04/2021	03/10/2021	Friedman & Springwater LLP	Legal Fees - MCWD v CPUC, RPD Superior Court Damages Cases, CEMEX Litigation 01/2021	21,792.00
70325	03/02/2021	03/16/2021	Becks Shoe Store, Inc. - Salinas	Boot Benefit	176.44
70326	02/28/2021	03/16/2021	Insight Planners	Web Development/ Maintenance and Hosting 02/2021	1,104.00
70327	03/09/2021	03/16/2021	PG&E	Gas and Electric Service 02/2021	65,706.40
70328	02/18/2021	03/16/2021	Grainger	General Supplies	276.31
70329	03/10/2021	03/16/2021	Orkin Franchise 925	Pest Control - BLM 03/2021	191.00
70330	02/17/2021	03/16/2021	HD Supply Facilities Maintenance LTD	General Supplies	787.80
70331	03/01/2021	03/16/2021	American Messaging Services, LLC	Pager Service - O&M	59.05
70332	02/12/2021	03/16/2021	Fastenal Industrial & Construction Supplies	General Supplies	99.07
70333	02/28/2021	03/16/2021	Credit Consulting Services, Inc.	Commission on Collection of Past Due Accounts 02/2021	75.78
70334	03/03/2021	03/16/2021	Integrity Print & Design LLC	Letterhead	248.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70335	02/25/2021	03/16/2021	E&M Electric and Machinery, Inc.	Software Toolbox Support Renewal (5/23/2021 - 5/22/2022)	240.00
70336	02/20/2021	03/16/2021	Graniterock Company	Utility Trench Sand - O&M Yard	184.00
70337	02/23/2021	03/16/2021	Marina Tire & Auto Repair	Oil Change - Vehicle #1802	70.00
70338	02/24/2021	03/16/2021	Edges Electrical Group, LLC	General Supplies	992.28
70339	02/18/2021	03/16/2021	Eurofins Eaton Analytical, Inc.	Laboratory Testing	1,300.00
70340	02/08/2021	03/16/2021	Griffith, Masuda & Hobbs	Legal Fees - Bay View Mobile Home Park, East Garrison, GSA (ACWA JPIA, City of Marina vs CEMEX, Groundwater, Local Coastal Development Permit, PWM Expansion), Developer (Marina Station), Ord Village LS, General Matters 01/2021	23,677.00
70341	03/09/2021	03/16/2021	Access Monterey Peninsula, Inc.	Filming and Production 02/2021	920.00
70342	02/12/2021	03/16/2021	Lou's Gloves, Inc.	General Supplies	960.00
70343	02/10/2021	03/16/2021	Dataflow Business Systems, Inc.	RICOH Plotter/ Scanner Toner - Black, Cyan, Yellow	325.50
70344	03/06/2021	03/16/2021	TIAA Commercial Finance, Inc.	(3) Office Copiers, eCopy ScanStation Leases 03/2021	1,163.67
70345	02/28/2021	03/16/2021	Iron Mountain, Inc.	Shredding Service 02/2021	193.96
70346	03/01/2021	03/16/2021	Simpler Systems, Inc.	UB Datapp Maintenance 03/2021	500.00
70347	02/18/2021	03/16/2021	Applied Best Practices	Continuing Disclosure Annual Report	980.50
70348	02/17/2021	03/16/2021	R&B Company	General Supplies	140.29
70349	02/23/2021	03/16/2021	Conservation Rebate Program	3320 Del Monte Blvd #31 - (2) Toilet Rebates	150.00
70350	03/01/2021	03/16/2021	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 02/2021	38.00
70351	02/19/2021	03/16/2021	Azteca Systems Holdings, LLC	Cityworks License Renewal 04/2021 - 03/2022	20,000.00
70352	03/01/2021	03/16/2021	Conservation Rebate Program	216 Hillcrest Ave #B - Washer Rebate	150.00
70353	03/01/2021	03/16/2021	Conservation Rebate Program	286 Young Cir - Washer Rebate	150.00
70354	03/01/2021	03/16/2021	Conservation Rebate Program	312 Carmel - Washer Rebate	150.00
70355	03/03/2021	03/16/2021	Conservation Rebate Program	266 Cosky Dr - Washer Rebate	150.00
70356	03/03/2021	03/16/2021	Conservation Rebate Program	18219 Caldwell St - Washer Rebate	150.00
70357	03/03/2021	03/16/2021	Conservation Rebate Program	18222 Caldwell St - Toilet Rebate	100.00
70358	03/03/2021	03/16/2021	Conservation Rebate Program	3006 Max Cir - Hot Water Recirculation Pump Rebate	227.95
70359	02/10/2021	03/16/2021	Interstate Battery of San Jose	(1) MTP-65HD Battery - Skid Steer	129.86
70360	02/08/2021	03/16/2021	Alameda Electrical Distributors, Inc.	General Supplies	75.04
70361	03/01/2021	03/16/2021	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 03/2021	777.38
70362	02/28/2021	03/24/2021	Ace Hardware of Watsonville, Inc.	General Supplies	582.07
70363	03/08/2021	03/24/2021	Quinn Company	Troubleshoot/ Repair Water Pump - Backhoe	4,156.14
70364	03/04/2021	03/24/2021	Becks Shoe Store, Inc. - Salinas	Boot Benefit	200.00
70365	02/28/2021	03/24/2021	Home Depot Credit Services	General Supplies	500.31
70366	02/23/2021	03/24/2021	Grainger	General Supplies	294.47
70367	03/09/2021	03/24/2021	Area Communications	Answering Service 02/10 - 03/09	150.52
70368	01/31/2021	03/24/2021	Schaaf & Wheeler	Design Phase - A1/A2 Tanks B/C, Intermediate Reservoir Recoating Draft Plans/Specs - A1/A2 Tanks, Modeled Proposed Addition/ Prepared Technical Memo - Marina Station, Developer (Wathen-Castanos Homes)	35,133.56

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70369	02/11/2021	03/24/2021	MBS Business Systems	Copier Maintenance (C659) 02/12 - 05/11	144.16
70370	02/28/2021	03/24/2021	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
70371	03/09/2021	03/24/2021	Monterey Bay Analytical Services	Laboratory Testing	600.00
70372	03/16/2021	03/24/2021	Fast Response On-Site Testing	Annual Mask Fit and Hearing Tests	320.00
70373	03/05/2021	03/24/2021	Staples Credit Plan	Office Supplies	10.55
70374	02/16/2021	03/24/2021	Green Line	Spill Cleanup - Emergency Force Main Break	14,970.00
70375	03/01/2021	03/24/2021	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 03/2021	3,819.65
70376	02/25/2021	03/24/2021	HD Supply Facilities Maintenance LTD	Eye Wash Station - O&M Shop	734.07
70377	02/28/2021	03/24/2021	DataProse, LLC	Customer Billing Statements 02/2021	4,511.89
70378	03/09/2021	03/24/2021	Conservation Rebate Program	5100 Coe Ave #101 - Toilet Rebate	50.00
70379	02/26/2021	03/24/2021	Quinn Rental Services	Backhoe Rental	1,208.20
70380	03/20/2021	03/24/2021	NEC Financial Services, Inc.	Phone Equipment Lease 03/2021	335.76
70381	03/09/2021	03/24/2021	Val's Plumbing & Heating, Inc.	HVAC Repair - BLM	474.29
70382	03/09/2021	03/24/2021	McGrath Rent Corp.	Preparation and Removal of Modular Office	2,161.36
70383	03/16/2021	03/24/2021	Integrity Print & Design LLC	(2,000) Business Cards	288.42
70384	03/04/2021	03/24/2021	Univar Solutions USA, Inc.	(1,530) gals Chlorine - Intermediate Reservoir, Wells 10 and 11	3,279.14
70385	03/01/2021	03/24/2021	Dwyer Instruments, Inc.	(1) Level Transducer	1,479.69
70386	03/16/2021	03/24/2021	Daiohs USA	Coffee Supplies - IOP Office	102.56
70387	02/28/2021	03/24/2021	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
70388	02/25/2021	03/24/2021	Green Rubber-Kennedy AG, LP	General Supplies	57.34
70389	02/26/2021	03/24/2021	Edges Electrical Group, LLC	Appleton Receptacle, General Supplies	1,487.69
70390	02/18/2021	03/24/2021	ACS Instrumentation & Valves	(6) Sunshades, (11) Krohne Magnetic Flow Meters, (3) Krohne Optimass 3400 C Flow Meters	65,057.06
70391	02/11/2021	03/24/2021	Raftelis Financial Consultants, Inc.	Recycled Water Rate Study 01/2021	5,805.00
70392	02/16/2021	03/24/2021	IndustryUpTime, Inc.	(2) Aurora Pumps - Marina Booster	41,678.58
70393	03/11/2021	03/24/2021	ICONIX Waterworks (US), Inc.	(2) 8" Clow Gate Valves, Flange Kits, Bolt Up Sets, DI Spool, General Supplies	6,871.19
70394	03/09/2021	03/24/2021	Eurofins Eaton Analytical, Inc.	Laboratory Testing	800.00
70395	03/18/2021	03/24/2021	Access Monterey Peninsula, Inc.	Filming and Production 03/2021	460.00
70396	02/28/2021	03/24/2021	Western Exterminator Company	Pest Control - Beach Office 02/2021	97.91
70397	02/16/2021	03/24/2021	EKI Environment & Water, Inc.	Groundwater Planning Sustainability Study, Monterey Subbasin Groundwater Sustainability Plan Prop 68, Response to Mtry County Well Construction Ordinance Amend (CEQA), Seawater Intrusion Working Group and Associated Analyses	36,479.03
70398	03/04/2021	03/24/2021	R&B Company	(60) 1" Multi-Jet Meters with 3G Dialog, General Supplies	20,776.15
70399	03/05/2021	03/24/2021	Casner Exterminating, Inc.	Electro Gun Exterminator Services - Well 10	650.00
70400	03/09/2021	03/24/2021	Conservation Rebate Program	475 Lewis Pl - Hot Water Recirculation Pump Rebate	204.97
70401	03/09/2021	03/24/2021	Conservation Rebate Program	3263 Sand Dollar Ct - (4) Toilet Rebates	300.00
70402	03/01/2021	03/24/2021	Ferguson Enterprises, Inc.	General Supplies	85.52

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70403	03/15/2021	03/24/2021	Costco Wholesale Membership	Membership Renewal	120.00
ACH	03/05/2021	03/05/2021	CalPERS	Payroll Ending 02/26/2021	24,790.61
ACH	03/05/2021	03/05/2021	Internal Revenue Service	Payroll Ending 02/26/2021	44,222.02
ACH	03/05/2021	03/05/2021	MassMutual Retirement Services, LLC	Payroll Ending 02/26/2021	12,159.48
ACH	03/05/2021	03/05/2021	State of California - EDD	Payroll Ending 02/26/2021	9,893.72
501039-501041	03/05/2021	03/05/2021	Payroll Checks and Direct Deposit	Payroll Ending 02/26/2021	102,499.23
501042	03/05/2021	03/05/2021	General Teamsters Union	Payroll Ending 02/26/2021	866.00
501043	03/05/2021	03/05/2021	WageWorks, Inc.	Payroll Ending 02/26/2021	875.70
501044	03/03/2021	03/12/2021	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 04/2021	66,864.96
501045	02/23/2021	03/12/2021	Calif-Nevada Section, AWWA	Backflow Assembly Tester Exam Fee	285.00
501046	02/25/2021	03/12/2021	AFLAC	Employee Paid Benefits 02/2021	1,665.30
501047	02/22/2021	03/12/2021	Thomas P. Moore	Board Compensation 02/2021	50.00
501048	03/05/2021	03/12/2021	LegalShield	Employee Paid Benefits 03/2021	51.80
501049	02/22/2021	03/12/2021	Matthew Zefferman	Board Compensation 02/2021	50.00
501050	02/17/2021	03/12/2021	Pinnacle Medical Group, Inc.	Drug Test (DOT)	115.00
501051	02/15/2021	03/12/2021	Principal Life	Employee Paid Benefits 03/2021	332.02
501052	03/04/2021	03/12/2021	Boutin Jones, Inc.	Legal Fees - Employment	114.00
501053	02/16/2021	03/12/2021	WageWorks, Inc.	FSA Admin Fees 01/2021	158.00
501054	02/22/2021	03/12/2021	Herbert Cortez	Board Compensation 02/2021	50.00
501055	02/16/2021	03/12/2021	Transamerica Life Insurance Company	Employee Paid Benefits 02/2021	786.50
501056	02/28/2021	03/12/2021	Cintas Corporation No. 630	Uniforms, Towels, Rugs 02/2021	1,546.01
501057	02/23/2021	03/12/2021	Alec Irwin	CWEA Membership Renewal, Class B License Exam Fee	275.00
501058	02/09/2021	03/12/2021	Ryan Zaragoza	Class B License Exam Fee	83.00
501059	02/22/2021	03/12/2021	Gail Morton	Board Compensation 02/2021	50.00
501060	02/22/2021	03/12/2021	Jan Shriner	Board Compensation 02/2021	50.00
ACH	03/19/2021	03/19/2021	CalPERS	Payroll Ending 03/12/2021	24,830.50
ACH	03/19/2021	03/19/2021	Internal Revenue Service	Payroll Ending 03/12/2021	44,068.46
ACH	03/19/2021	03/19/2021	MassMutual Retirement Services, LLC	Payroll Ending 03/12/2021	12,379.48
ACH	03/19/2021	03/19/2021	State of California - EDD	Payroll Ending 03/12/2021	9,832.17
501061-501063	03/19/2021	03/19/2021	Payroll Checks and Direct Deposit	Payroll Ending 03/12/2021	105,846.87
501064	03/19/2021	03/19/2021	WageWorks, Inc.	Payroll Ending 03/12/2021	875.70

Total Disbursements for March 2021 1,215,043.84

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-B

Meeting Date: April 19, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 11, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the March 11, 2021 special joint Board meeting.

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

Discussion/Analysis: The draft minutes of March 11, 2021 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

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

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

Material Included for Information/Consideration: Draft minutes of March 11, 2021.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Special Board Meeting
Via Zoom Teleconference
March 11, 2021

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 7:03 p.m. on March 11, 2021 via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

Jan Shriner – President
Thomas P. Moore – Vice President
Herbert Cortez
Gail Morton
Matt Zefferman

Board Members Absent:

None.

Staff Members Present:

Derek Cray, Interim General Manager/Operations and Maintenance Manager
David Hobbs, District Counsel
Roger Masuda, District Counsel
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

None

3. Pledge of Allegiance:

President Shriner led everyone present in the pledge of allegiance.

4. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 7:05 p.m. to discuss the following item:

5. Closed Session:

- A. Pursuant to Government Code 54956.9(d)
Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of
Section 54956.9
One potential case

The Board ended closed session at 8:56 pm. President Shriner reconvened the meeting to open session at 8:57 p.m.

6. Reportable Actions Taken During Closed Session:

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

7. Director's Comments:

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

8. Adjournment:

The meeting was adjourned at 9:00 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-C

Meeting Date: April 19, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of March 15, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the March 15, 2021 regular joint Board meeting.

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

Discussion/Analysis: The draft minutes of March 15, 2021 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

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

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

Material Included for Information/Consideration: Draft minutes of March 15, 2021.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
Via Zoom Teleconference
March 15, 2021

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:31 p.m. on March 15, 2021 via Zoom teleconference in Marina, California, with a land acknowledgement. “As Marina Coast Water District celebrates its 60th 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/Costanoan-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/Costanoan 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
Thomas P. Moore – Vice President
Herbert Cortez
Gail Morton
Matt Zefferman

Board Members Absent:

None

Staff Members Present:

Derek Cray, Interim General Manager/Operations and Maintenance Manager
Roger Masuda, District Counsel
Kelly Cadiente, Director of Administrative Services
Don Wilcox, Senior Engineer
Brian True, Senior Engineer
Andrew Racz, Associate Engineer
Patrick Breen, Water Resources Manager
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Andrew Sterbenz, Schaaf & Wheeler
Scott Schumacher, Anderson Pacific
Remleh Scherzinger
Melanie Carrido, Psomas

Peter Anderson, Anderson Pacific
Erin Harwayne, DD&A
Doug Yount, Shea Homes
Gary Skrel, Psomas

3. Public Comment on Closed Session Items:

There were no comments.

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

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- 2) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Property in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)
- 3) Appeal No. A-3-MRA-19-0034 by California-American Water Company to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project
- 4) City of Marina vs. RMC Lonestar [CEMEX], California-America Water Company, et al., Defendants, Marina Coast WD, et al., Real Parties in Interest, Monterey County Superior Court Case No. 20CV001387 (Complaint for Breach of Contract, Declaratory Relief under the Agency Act, and Tortious Interference with Existing Contract)
- 5) Marina Coast Water District vs California-American Water Company, Monterey County Water Resources Agency; and, California-American Water Company, Monterey County Water Resources Agency vs Marina Coast Water District, San Francisco Superior Court Case Nos. CGC-15-547125, CGC-15-546632 (Complaint for Damages, Breach of Warranties, etc.)
- 6) California-American Water Company v. All Persons Interested..., Complaint for Reverse Validation, Monterey County Superior Court Case No. 20CV002436, and Marina Coast Water District's consideration of joining that case

The Board ended closed session at 7:09 p.m. President Shriner reconvened the meeting to open session at 7:10 p.m.

5. Reportable Actions Taken During Closed Session:

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

6. Pledge of Allegiance:

Vice President Moore led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no comments made.

8. Consent Calendar:

Mr. Derek Cray, Interim General Manager/Operations and Maintenance Manager, noted that there were several typos in the February 16th meeting minutes where Mr. Valentin's name was misspelled. He noted that staff would correct the spelling. Mr. Cray also noted that pages 116 and 117 were duplicates and page 116 was the correct page with the correct date. Director Zefferman requested to pull Item 8-C from the Consent Calendar.

Director Zefferman made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of February 2021; B) Receive the Quarterly Financial Statements for October 1, 2020 to December 31, 2020; D) Consider Approving the Draft Minutes of the Special Joint Board/GSA Meeting of March 1, 2021; E) Consider Approving the Draft Minutes of the Special Joint Board/GSA Meeting of March 6, 2021; and, F) Consider Revised Director Appointments to Committees of the Board and to Outside Agencies for 2021, and as Negotiators to any Ad Hoc Committees of the Board. Director Morton seconded the motion. The motion was passed by the following vote:

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

C. Consider Approving the Draft Minutes of the Regular Joint Board/GSA Meeting of February 16, 2021:

Director Zefferman noted that he abstained on Item 11-B, Page 4 of the minutes.

Director Zefferman made a motion to approve the draft minutes of the Regular Joint Board/GSA Meeting of January 20, 2021 with the above-mentioned correction. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

9. Action Items:

- A. Consider Adoption of Resolution No. 2021-15 to Adopt the Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Plan for the A1/A2 Reservoirs and B/C Zones Booster Pump Station Project:

Mr. Brian True, Senior Civil Engineer, introduced this item and explained how this important project will benefit all the District customers and replace a decrepit and failing booster station. He then introduced Ms. Erin Harwayne, DD&A, who reviewed the Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Plan with the Board. The Board asked clarifying questions.

Director Morton made a motion to adopt Resolution No. 2021-15 Adopting the Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Plan for the A1/A2 Reservoirs and B/C Zones Booster Pump Station Project. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

- B. Consider Adoption of Resolution No. 2021-16 Authorizing the A1/A2 Reservoir and B/C Booster Pump Station Project – CIP # GW-0112 and to Amend the FY 2020-2021 Capital Improvement Budget:

Mr. True introduced this item reiterating that this project is very important and will benefit all District customers.

Director Zefferman made a motion to adopt Resolution No. 2021-16 authorizing the A1/A2 Reservoir and B/C Booster Pump Station Project – CIP # GW-0112; to amend the FY 2020-2021 Capital Improvement Budget; and, to authorize the Interim General Manager to issue a Notice of Award, to execute the Construction and Professional Services Contracts and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution. Director Morton seconded the motion. Vice President Moore asked what would happen if for some reason the District is unable to move forward with the project at this proposed site. Mr. Don Wilcox, Senior Civil Engineer, answered that the District would have to renegotiate with the contractor. Director Morton asked if Director Zefferman would amend his motion to include: "...and, to authorize the Interim General Manager to issue a Notice of Award, to execute the Construction and Professional Services Contracts and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution with revisions and approval of legal counsel."

Director Zefferman amended his motion to include "with revisions and approval of legal counsel" as proposed by Director Morton. Director Morton seconded the amended motion. Mr. Doug Yount, Shea Homes, encouraged the Board to approve the project and thanked Mr. True for all his work.

Agenda Item 9-B (continued):

The motion was passed by the following vote:

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

- C. Consider Adoption of Resolution No. 2021-17 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Marina Developers, LLC for the Sea Haven Phase 3B Development Project:

Mr. Andrew Racz, Associate Engineer, introduced this item. The Board asked clarifying questions.

Vice President Moore made a motion to table this item until next month to allow staff time to make clarifications/corrections to the agreement regarding occupancy and capacity charges. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

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

There was no interest from any Director in running for this seat. No action was taken on this item.

- E. Receive the Marina Coast Water District FY 2020-2021 Mid-Year Report:

Ms. Kelly Cadiente, Director of Administrative Services, introduced this item and reviewed the consolidated financial activity through December 31, 2020. The Board asked clarifying questions.

Director Morton made a motion to receive the Marina Coast Water District FY 2020-2021 Mid-Year Report. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

10. Staff Reports:

- A. Receive an Update on the Fiscal Impacts to the District due to Covid-19:

Ms. Cadiente introduced this item and reviewed the revenues, delinquent accounts, and a comparison of 2019-2020 and 2020-2021 customer payments. The Board asked clarifying questions.

Director Zefferman made a motion to continue past 10:00 p.m. until the agenda items are completed. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

11. Informational Items:

A. General Manager's Report:

Mr. Cray informed the Board that District employees are now eligible for Covid vaccines.

B. Counsel's Report:

There was no report.

C. Committee and Board Liaison Reports:

1. Water Conservation Commission:

Mr. Breen stated no meeting was held.

2. Joint City District Committee:

President Shriner stated that there was no meeting.

3. Executive Committee:

Vice President Moore stated they met, and the next meeting is scheduled for April 6th. President Shriner gave a brief update of the meeting.

4. Community Outreach Committee:

Director Cortez and Director Zefferman gave a brief update.

5. Budget and Personnel Committee:

Director Cortez gave a brief update.

6. M1W Board Member:

Vice President Moore stated they met on February 22nd and gave a brief update.

7. LAFCO Liaison:

Director Cortez gave a brief update.

8. JPIA Liaison:

No report was given.

9. Special Districts Association Liaison:

Vice President Moore said the next meeting is April 20th. President Shriner gave a brief update.

10. MCWD/SVBGSA Steering Committee:

Director Zefferman stated there was no meeting held.

12. Board member Requests for Future Agenda Items:

President Shriner noted that the Board members can email in their requests. Director Zefferman asked to discuss climate change and how to save energy in the new building.

13. Director's Comments:

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

14. Adjournment:

The meeting was adjourned at 10:13 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-D

Meeting Date: April 19, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 17, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the March 17, 2021 special joint Board meeting.

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

Discussion/Analysis: The draft minutes of March 17, 2021 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

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

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

Material Included for Information/Consideration: Draft minutes of March 17, 2021.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Special Board Meeting
Via Zoom Teleconference
March 17, 2021

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 7:03 p.m. on March 17, 2021 via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

Jan Shriner – President
Thomas P. Moore – Vice President
Herbert Cortez
Gail Morton
Matt Zefferman

Board Members Absent:

None.

Staff Members Present:

Derek Cray, Interim General Manager/Operations and Maintenance Manager
Roger Masuda, District Counsel
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

None

3. Pledge of Allegiance:

Director Cortez led everyone present in the pledge of allegiance.

4. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 7:05 p.m. to discuss the following item:

5. Closed Session:

- A. Pursuant to Government Code 54954.5(e)
Public Employee Employment
Title: General Manager

The Board ended closed session at 9:28 pm. President Shriner reconvened the meeting to open session at 9:29 p.m.

6. Reportable Actions Taken During Closed Session:

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

7. Director's Comments:

Vice President Moore, and President Shriner made comments.

8. Adjournment:

The meeting was adjourned at 9:30 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-E

Meeting Date: April 19, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 24, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the March 24, 2021 special joint Board meeting.

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

Discussion/Analysis: The draft minutes of March 24, 2021 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

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

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

Material Included for Information/Consideration: Draft minutes of March 24, 2021.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Special Board Meeting
Via Zoom Teleconference
March 24, 2021

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 7:00 p.m. on March 24, 2021 via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

Jan Shriner – President
Thomas P. Moore – Vice President
Herbert Cortez
Gail Morton
Matt Zefferman

Board Members Absent:

None.

Staff Members Present:

Derek Cray, Interim General Manager/Operations and Maintenance Manager
Roger Masuda, District Counsel
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

None

3. Pledge of Allegiance:

Director Morton led everyone present in the pledge of allegiance.

4. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 7:03 p.m. to discuss the following item:

5. Closed Session:

- A. Pursuant to Government Code 54954.5(e)
Public Employee Employment
Title: General Manager

The Board ended closed session at 9:17 pm. President Shriner reconvened the meeting to open session at 9:18 p.m.

6. Reportable Actions Taken During Closed Session:

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

7. Director's Comments:

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

8. Adjournment:

The meeting was adjourned at 9:19 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-F

Meeting Date: April 19, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 31, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the March 31, 2021 special joint Board meeting.

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

Discussion/Analysis: The draft minutes of March 31, 2021 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

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

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

Material Included for Information/Consideration: Draft minutes of March 31, 2021.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Special Board Meeting
Via Zoom Teleconference
March 31, 2021

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 7:00 p.m. on March 31, 2021 via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

Jan Shriner – President
Thomas P. Moore – Vice President
Herbert Cortez
Gail Morton
Matt Zefferman

Board Members Absent:

None.

Staff Members Present:

Derek Cray, Interim General Manager/Operations and Maintenance Manager
Roger Masuda, District Counsel
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

None

3. Pledge of Allegiance:

Director Zefferman led everyone present in the pledge of allegiance.

4. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 7:02 p.m. to discuss the following items:

5. Closed Session:

- A. Pursuant to Government Code 54956.9(d)(4)
Conference with Legal Counsel – Initiation of Litigation
One potential case
- B. Pursuant to Government Code 54954.5(e)
Public Employee Employment
Title: General Manager

The Board ended closed session at 7:12 pm. President Shriner reconvened the meeting to open session at 7:14 p.m.

6. Reportable Actions Taken During Closed Session:

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

- A. Consider Adoption of Resolution No. 2021-18 to Approve the Employment Contract for the General Manager Position:

Director Morton made a motion to adopt Resolution No. 2021-18 approving the employment contract for the General Manager position with the modification on page 8 of the contract to read “Board President” and not “Board Chair”. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

7. Director’s Comments:

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

8. Adjournment:

The meeting was adjourned at 7:27 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-G

Meeting Date: April 19, 2021

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Consider Adoption of Resolution No. 2021-20 to Approve the Updated 2021 Maintenance Management Plan

Staff Recommendation: The Board of Directors approve the updated 2021 Maintenance Management Plan.

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

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

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

This plan was first adopted by the Board of Directors in March 2019 with the intention that a revised plan would be brought back annually for the Board to review and adopt. Attached is the revised 2021 plan with redline edits. The major areas that were revised for this year's plan were incorporating all the attributed GIS data for our linear assets, along with the Capital Equipment and staffing sections.

Environmental Review Compliance: None required.

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

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2021-20; and, a copy of the 2021 Maintenance Management Plan.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

April 19, 2020

Resolution No. 2021 - 20
Resolution of the Board of Directors
Marina Coast Water District
Approving the Updated 2021 Maintenance Management Plan

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), regular meeting duly called and held on April 19, 2021 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

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

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

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

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

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

WHEREAS, the plan was updated in March of 2021 to reflect the progress and needs of the Operations and Maintenance Department.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2021-20 to approve the updated 2021 Maintenance Management Plan.

PASSED AND ADOPTED on April 19, 2021 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_____

Jan Shriner, 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. 2021-20 adopted April 19, 2021.

Remleh Scherzinger, Secretary



MARINA COAST WATER DISTRICT MAINTENANCE MANAGEMENT PLAN 2021



MARINA COAST WATER DISTRICT 11 Reservation Rd. Marina, CA 93933



Marina Coast Water District
Maintenance Management Plan

Table of Contents

<i>Section 1. Background.....</i>	<i>2</i>
<i>Section 2. System Overview</i>	<i>2</i>
<i>Section 3. Maintenance Management System</i>	<i>3</i>
<i>Section 4. MCWD Computer Maintenance Management System (CMMS)</i>	<i>4</i>
<i>Section 5. Linear and Vertical Assets.....</i>	<i>5</i>
<i>Section 6. Water and Sewer System Linear Assets</i>	<i>5</i>
<i>Section 7. Lifespan and when to Repair, Replace, or Rehabilitate Water and Sewer Mains</i>	<i>9</i>
<i>Section 8. Preventative Maintenance on Linear Assets</i>	<i>10</i>
<i>Section 9. Water and Sewer Vertical Assets.....</i>	<i>11</i>
<i>Section 10. Preventative Maintenance on Vertical Assets.....</i>	<i>16</i>
<i>Section 11. Preventative Maintenance Breakdown Summary for Operations Staff & Maintenance Staff.....</i>	<i>20</i>
<i>Section 12. Other Operator Duties</i>	<i>21</i>
<i>Section 13. Total Hours Needed for Preventative & Other Duties Excluding Reactive Tasks.</i>	<i>24</i>
<i>Section 14. Current Approved Positions</i>	<i>24</i>
<i>Section 15. District Large Fleet and Equipment</i>	<i>24</i>
<i>Section 16. Capital Equipment/CIP</i>	<i>25</i>
<i>Section 17. MCWD Staffing Levels Compared to other Public Agencies</i>	<i>29</i>
<i>Section 18. Recommendations.....</i>	<i>31</i>

Section 1. Background

Marina Coast Water District (MCWD or District) is a public, Special District located in Marina, California. It was formed in 1960 under the name Marina County Water District and in 1994 switched to its current name, Marina Coast Water District to avoid confusion with the county government. MCWD operates both water and wastewater for the Central Marina and Ord communities. In 1997, MCWD contracted with the United States Army to operate its water and wastewater systems. The systems were officially transferred over to MCWD in 2001 and the Central Marina and Ord Community water systems were interconnected to serve as one system in 2005. Beginning in 2018, construction began on a joint project with MCWD and Monterey One Water to build the Regional Urban Water Augmentation Project (RUWAP) pipeline, Blackhorse Storage Reservoir, and Advanced Treatment Facility. The RUWAP pipeline and Blackhorse Storage Reservoir construction was completed in 2019 and in February of 2020, the RUWAP transmission line began receiving Advanced Treated Water from Monterey One Water. This project will serve MCWD customers in 2021 with advanced purified water, for recycle water use. The RUWAP pipeline also serves as a transmission source for aquifer recharge through the Monterey Peninsula Management District's injection wells.

Section 2. System Overview

Water System

MCWD operates and maintains approximately 203 miles of pipe ranging in size from 4"- 30". Distribution pipeline material is comprised of PVC plastic, steel, ductile iron, and asbestos cement. The system is comprised of 7 potable production wells ranging in pumping rates of 1,400 gallons per minute (GPM) to 2,400 GPM, 8 storage tank sites ranging in capacity of 0.17 million gallons (MG) to 2.0 MG and 6 pumping stations to move water to each of these storage tanks. MCWD has 5 pressure zones within its service area from A zone, which is the lowest in elevation, to E zone which sits at the highest point in the Ord Community. Pressure is maintained throughout the zones by utilizing 18 pressure reducing valves to maintain an average system pressure within MCWD distribution system of 60 pounds per square inch (PSI). There are also 5 interties throughout the system that allow water to move between Central Marina and Ord based on demand. These interties help give the system more capacity and redundancy.

Sewer System

MCWD operates and maintains approximately 154 miles of sewer gravity mains ranging in size from 4" to 30" and approximately 7.9 miles of force mains ranging in size from 4" to 10". The sewer system pipeline is comprised of: PVC plastic, steel, ductile iron, asbestos cement, and vitrified clay pipe. MCWD has 20 sewer lift stations that move wastewater from lower to higher elevations. Peak flows from the sewer lift stations range from .02 million gallons per day (MGD) to 2.20 MGD.

Recycle Water System

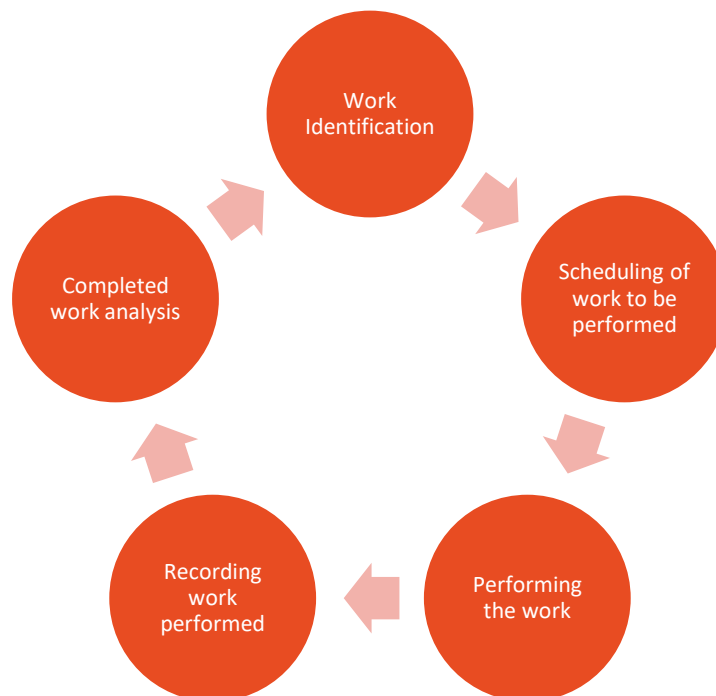
The District owns and operates an existing non-potable, recycle water system comprised of approximately 13.4 miles of pressurized pipe, ranging in size from 4"-30". The material is comprised of mostly PVC plastic. In 2018, approximately 7.6 miles of 24" ductile iron recycle transmission main was installed as part of a joint effort between Monterey One Water and Marina Coast Water District. This pipeline connects the Monterey One Advanced Wastewater Treatment Plant to the Blackhorse Reservoir, and will serve recycled water for the District's customers soon. This pipeline is also used for ground water recharge through indirect potable reuse for Cal Am and the Monterey Peninsula Management District. Currently, the District is constructing the recycle water distribution network. The recycle distribution will connect to the District's RUWAP transmission line to provide high quality recycle water to the District's customers in 2021.

Section 3. Maintenance Management System

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

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

Figure 1



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

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

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

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

Completed work analysis:

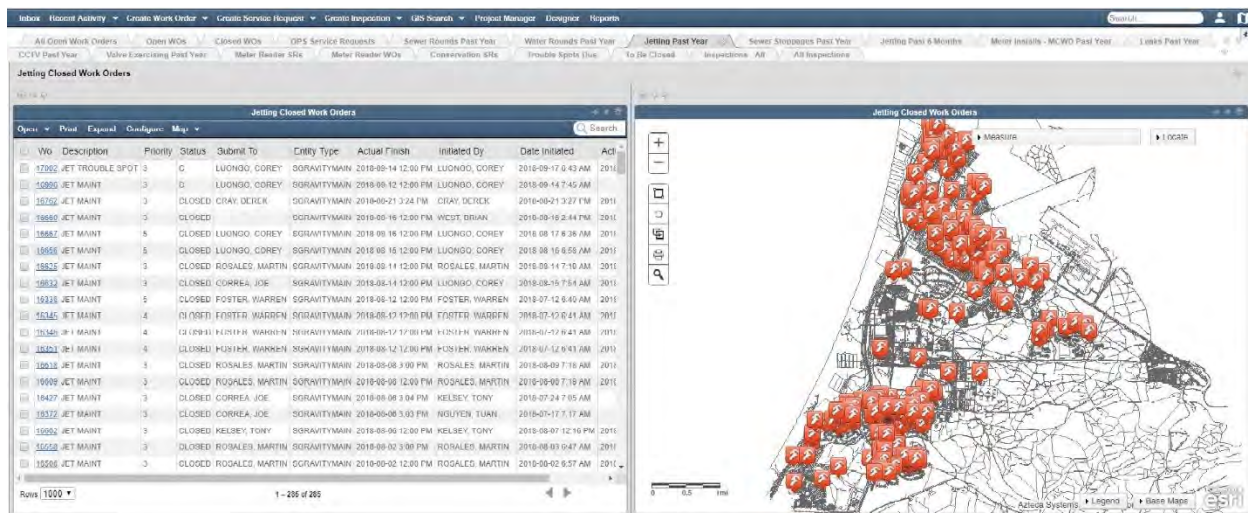
Completed work analysis allows the District to evaluate the assets, determine the costs to maintain them appropriately, and assess the condition of the asset to determine potential critical failures or when the asset has reached its end of useful life.

Section 4. MCWD Computer Maintenance Management System (CMMS)

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

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

Figure 2



Section 5. Linear and Vertical Assets

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

Section 6. Water and Sewer System Linear Assets

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

Water Linear Assets - Mains and Hydrant Lines

The following Table 1 represents all the data within the District's GIS system regarding water mains. Included under the water main footage is hydrant lines. This is because the District owns most of these lines comprised of 6" piping all the way to the fire hydrant. Due to a lack of Army records, nearly 40 percent of the District's water system pipe material is unknown. This number has significantly decreased from the previous year due to data input and cleanup in the District's GIS system. Through operational history of fixing water leaks, and installing valves and mains, it is with a fair amount of certainty that most of the unknown water mains are comprised of asbestos cement pipe material.

Table 1

Pipe Material	Pipe Diameter	Length in Feet	Length in Miles
Unknown	Unknown	431,445	81.71
Asbestos Cement	4	20,524	3.89
	6	169,481	32.10
	8	176,610	33.45
	10	10,591	2.01
	12	59,133	11.20
	14	240	0.05
	16	12,984	2.46
	20	3,800	0.72
	24	6,496	1.23
	27	13,646	2.58
	Unknown	280	0.05
	Total	475,610	90.07
C-900	4	5,446	1.03
	6	17,173	3.25
	8	107,896	20.43
	10	8,105	1.54
	12	27,742	5.25
	14	686	0.13
	16	4,389	.085
	20	8,187	1.55
	24	272	0.05
	30	1,810	0.34
	Unknown	923	0.17
	Total	182,629	34.58
Ductile Iron	4	315	0.06
	6	8,725	1.65
	8	16,789	3.18
	10	5,687	1.08
	12	112	0.02
	24	5,325	1.01
	Total	36,954	7.0

Steel

4	15,041	2.85
6	76,867	14.56
8	102,856	19.48
10	31,423	5.95
12	56,679	10.73
14	4,246	0.80
16	28,083	5.32
20	25,541	4.84
24	1,930	0.37
30	16,984	3.22
Unknown	8,125	1.54
Total	377,574	71.51
GRAND TOTAL	1,072,767	203.17

Water Main Isolation Valves

The following Table 2 represents the number of water main isolation valves within the District and is classified by size of pipe. There are 2,616 valves within the District which do not have an attributed size to them.

Table 2

Pipe Diameter	Number of Valves
4	104
6	758
8	745
10	25
12	175
14	2
15	1
16	40
18	6
20	5
24	37
Unknown	2,616
Grand Total	4,514

Sewer Linear Assets - Mains

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

Sewer Gravity Mains

Table 3

<i>Pipe Material</i>	<i>Pipe Diameter</i>	<i>Length in Feet</i>	<i>Length in Miles</i>
Unknown	4	21,503	4.07
	6	278,206	52.69
	8	334,187	63.29
	10	42,372	8.03
	12	29,724	5.63
	14	669	0.13
	15	33,608	6.37
	18	13,899	2.63
	21	1,415	0.27
	24	3,375	0.64
	27	4,379	0.83
	30	4,326	0.82
	Unknown	28,654	5.43
	Total	796,316	150.82
PVC	6	2,027	0.38
	8	13,875	2.63
	12	1,541	0.29
	15	2,606	0.49
	Total	20,050	3.80
Grand total		816,366	154.61

SEWER FORCE MAINS

Table 4

<i>Pipe Material</i>	<i>Pipe Diameter</i>	<i>Length in Feet</i>	<i>Length in Miles</i>
Unknown	4	4,706	0.89
	6	3,914	0.74
	8	5,069	0.96
	10	19,763	3.74
	12	420	0.08
	Unknown	7,884	1.49
	Total	41,796	7.90

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

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

Table 5

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

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

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

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

1. A need for increase capacity- Since sewer mains can be cleaned, they do not decrease in interior diameter such as water mains. However, the increase in development may require an increase in pipe size to be able to handle peak flows.
2. Pipe failures- Pipeline failures can cause property damage and environmental damage. Cost from sanitary sewer failures, resulting in overflows can result in cost to the district by:
 - a. Actual cost to repair the pipeline- labor, material and time used to repair the main, and;

- b. District liability- potential claims against the District for property damage caused sewer overflow.
- c. Fines- The State can levy heavy fines dependent on the amount and location of the sewer overflow. All overflows are required to be reported to the Waterboards and are entered into a database.

Section 8. Preventative Maintenance on Linear Assets

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

Water Main Preventative Maintenance

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

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

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

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

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

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

Sewer Main Preventative Maintenance

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

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

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

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

Total Staff Hours
11,000

Section 9. Water and Sewer Vertical Assets

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

Water Well Sites



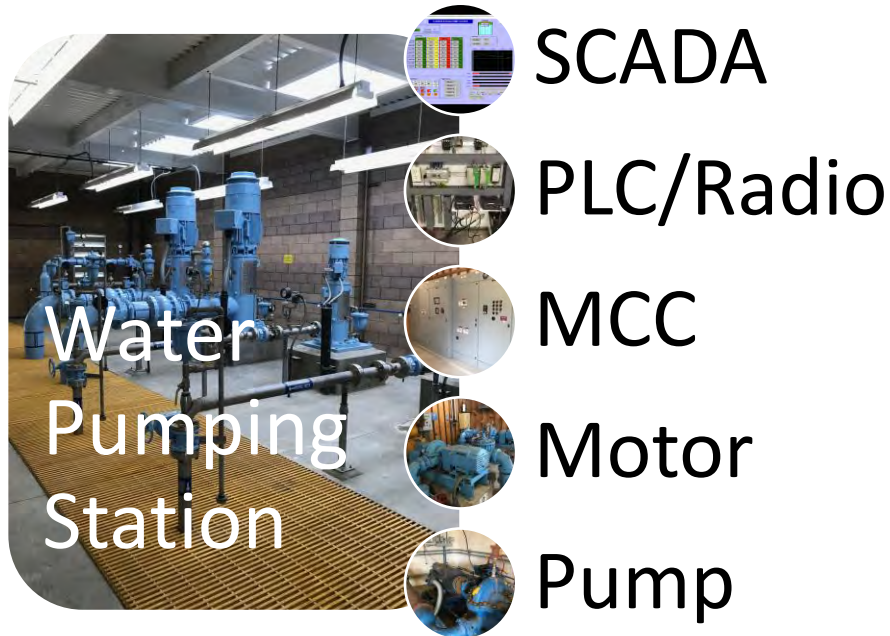
The District is comprised of 7 active potable well sites. These well sites are the District's sole source of water and are critical in keeping the District's water system pressurized. When a well site goes down for repair, it potentially can cause a huge impact to the system. Each well site has many sub vertical assets that must be maintained in order to keep the well working properly. The following Table 6 lists all main assets for the wells along with the total quantity within the District and the typical life expectancy of the asset.

Table 6

Equipment	Total Quantity in the District	Life expectancy (years)
Pump House	7	20-50
Well Casing	7	25-75 depending on material
Well Column	7	25-75 depending on material
Vertical Turbine Pump	7	15
Vertical Turbine Motor	7	7-15
MCC Building	7	15-20
MCC	7	35
Well Level Transducers	5	5
Flow Meter	7	20
Pressure Switch	7	15
Pressure Transducer	2	7-10
Pump Control Valve	7	20
PLC	7	12
RADIO	16	15
Standby Generator	4	25

Automatic Transfer Switch	4	25
Angle Drive Standby Motor	1	25
Chlorine Pump	8	10
Chlorine Tank	3	15
Chlorine Analyzer	3	5-7
Conductivity Analyzer	2	5-7

Water Pumping Stations



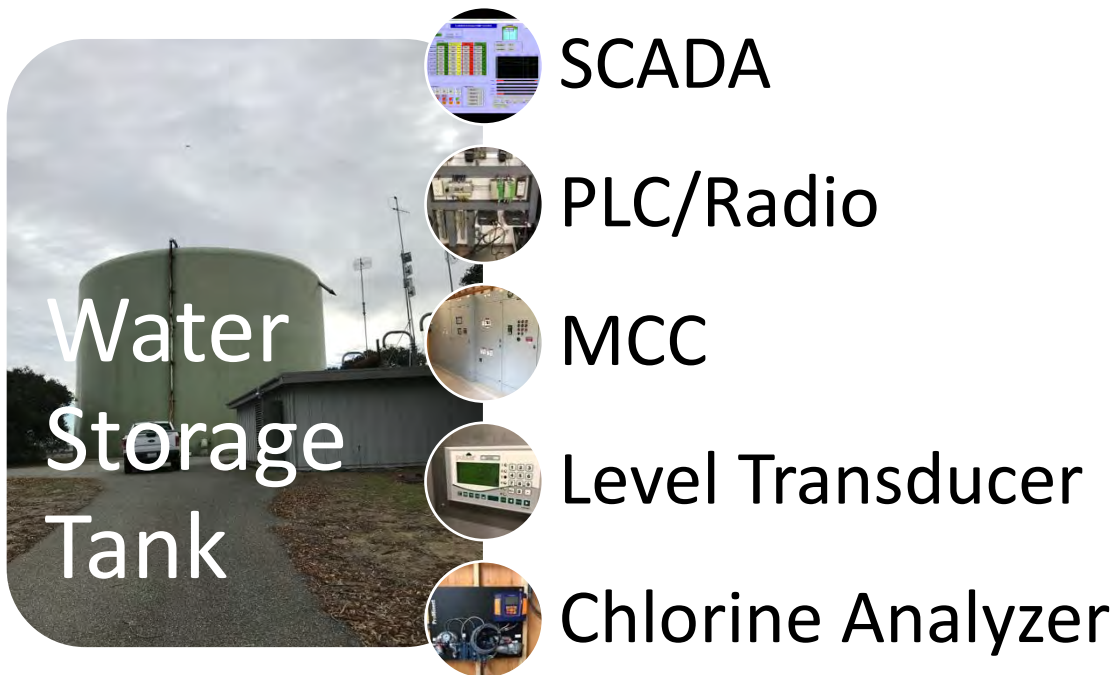
The District is comprised of 6 potable water pumping stations. These stations either pump water from one pressure zone tank to another, or they pump directly into the system. Each of these pump stations are critical in maintaining adequate water through the District's five different pressure zones. Two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

Table 7

Equipment	Total Quantity in the District	Life expectancy
Horizontal Motor	15	7-15
Vertical Turbine Motor	6	7-15
Centrifugal Pump	15	15
Vertical Turbine Pump	6	15
MCC Building	5	30
MCC	8	15-50
Flow Meter	6	20
Pressure Switch	5	15

Pressure Transducer	3	7-10
PLC	6	15
RADIO	7	15
Standby Generator	5	25
Automatic Transfer Switch	5	25
Pump Control Valve	9	20

Water Storage Tanks



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

Table 8

Equipment	Total Quantity in the District	Life expectancy (years)
Storage Tank	9	60-100
Shutoff Valves	11	50
Chlorine Analyzer	6	10
Flow Meter	6	20
Level Transducer	8	7-10
Solar Panels	2	20

Sewer Pump Stations



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

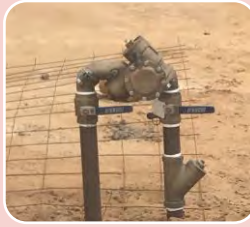
Table 9

Equipment	Total Quantity in the District	Life expectancy (years)
Submersible Motor	36	15-20
Non-Submersible Motor	6	15-20
Centrifugal pump	42	15-20
Pump House	3	20-50
MCC Building	1	20-50
MCC	20	15-50
Wet Well Level Transducers	19	7-10
Flow Meter	1	15-20
Floats	43	3-5
PLC	19	15
Radio	20	15
Standby Generator	18	25
Automatic Transfer Switch	18	25

Water and Sewer System Miscellaneous Vertical Assets



Meters



Backflows



Fire
Hydrants



Manholes

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

Number of Meters
9,501

Number of Fire Hydrants
1,617

Number of Manholes
2,734

Number of MCWD Backflows
102

Section 10. Preventative Maintenance on Vertical Assets

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

Vertical Assets Preventative Maintenance

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

Number or Staff Required	Total Work Hours per year Needed
2	80

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

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

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

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

Flow Meter Calibration - Flow meters calibration should be done annually per State mandates. This ensures all meters are within industry standards. There are 11 potable flow meters to be done a year.

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

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

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

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

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

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

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

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

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

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

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

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

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

Storage Reservoir Cleaning and Inspections - Staff should drain and physically inspect and clean storage reservoirs every few years if a tank is able to be removed from service. Currently, staff utilize divers to come in every 3 years to inspect and clean the storage reservoirs. There are currently 8 potable reservoirs and 1 non potable reservoir in the system.

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

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

Total Staff Hours
2,578

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

Operations Staff					
Job	Equipment needed	# of Staff Required	Frequency	Total Hours Needed Per Staff Member	Total Hours
Water Main Valve Exercising	Valve Truck	1	Year Round	2,080	2,080
Directional Flushing	Valve Truck Pickup Trucks	4	Once a Year	120	480
Dead End Flushing	Pickup Trucks	1	Once a Year	120	120
Hydro Cleaning Sewer Mains	Vactor Jetter	2	Year Round	2,080	4,160
CCTV Sewer Mains	CCTV Van	2	Year Round	2,080	4,160
PRV Maintenance	Pickup Trucks Atmospheric Tester	2	Once a Year	40	80
Air Relief Valve Maintenance	Pickup Trucks	1	Once a Year	60	60
Fire Hydrant Maintenance	Pickup Trucks	1	Once a Year	480	480
Reservoir Inspections	Pickup Trucks, Fall Protection	2	Twice a Year	18	36
Storage Reservoir Cleaning and Inspections	Pickup Trucks, Fall Protection, Atmospheric Tester	4	2 Tanks a Year	160	640
Total					12,296

Electrical/Mechanical Staff

Job	Equipment Needed	# of Staff Required	Frequency	Total Hours Per Staff Member	Total Hours
MCC Maintenance	Pickup Truck, Electrical Tester	1	Annually	600	600
Sewer Pump Station Float Maintenance	Pickup Trucks, Electrical Tester	2	Annually	60	120
Water Quality Analyzer Maintenance	Pickup Truck, Electrical Tester	1	Quarterly	64	64
Pump Efficiency Testing	Pickup Trucks, Electrical Tester, Clamp on Flow Meter	2	Annually	80	160
Motor PM	Pickup Trucks,	2	Annually	160	320
Flow Meter Calibrations	Pickup Truck	1	Annually	18	18
Total					1,282

Section 12. Other Operator Duties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Total Staff Hours
7,860

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

Total Staff Hours Required	Total number of System Operators	Total Number of Maintenance Mechanics
20,148	13	
1,290		1

Section 14. Current Approved Positions

The following table represents the current funded position within the Operations and Maintenance Department as of March 2021.

Table 10

POSITION	FUNDED AMOUNT
OPERATIONS AND MAINTENANCE MANAGER	1
OPERATIONS AND MAINTENANCE SUPERVISOR	1
ADMINISTRATIVE ANALYST	1
ELECTRICAL/MECHANICAL TECHNICIAN	1
LEAD OPERATOR	2
SYSTEM OPERATOR I/II	11
GRAND TOTAL	16

Section 15. District Large Fleet and Equipment

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

Table 1

Vehicle	Year	Lifespan	Replacement Cost
Ford CCTV Van	2015	10-15	\$175,000
Ford F-550 Valve Truck	2011	15	\$150,000
International Camel Jetter	2008 Anticipated delivery of replacement April 2021.	15	\$300,000
Vactor Combination Hydro-Cleaner	2020	15	\$475,000
Caterpillar 414E Loader	2007	15-20	\$125,000
Caterpillar 416C Backhoe	1999	15-20	\$125,000
Ford F450 Dump Truck	2020	10-15	\$75,000
Ford F250 Crane Truck	2005	10-15	\$75,000
Caterpillar DP25 Forklift	1998	25	\$25,000
John Deere 329D Skid Steer	2012	15-20	\$75,000

Section 16. Capital Equipment/CIP

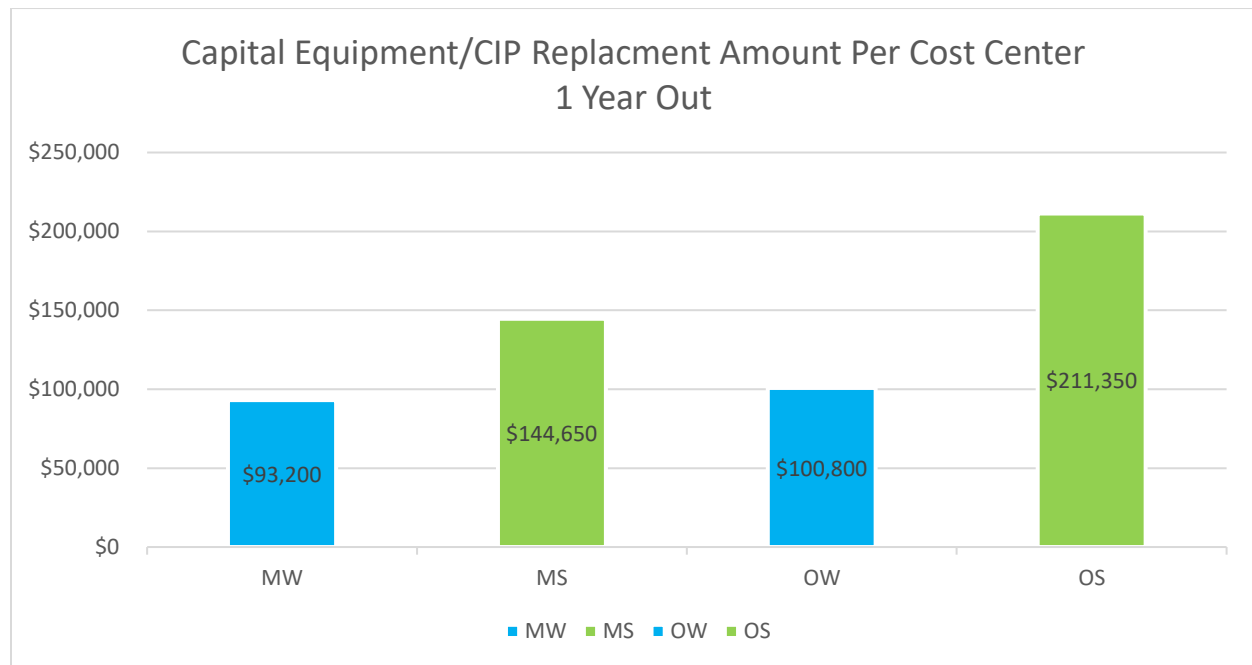
The following Tables 12 and 13 details what capital equipment/CIP should be replaced or installed for the water and sewer systems within each cost center. Table 12 represents an immediate need and should be replaced, repaired or rehabilitated within the next year. Table 13 is a projection for years 2-5.

1 Year Out

Table 12

Equipment	Location	Reason	Cost Center	Estimate Cost	Status
Replacement Generator for Wittenmyer Lift Station	Wittenmyer Lift Station	Generator is reaching the end of its useful life	OS	\$40,000	FY 2021-2022
Replacement Generator for Reservation Lift Station	Reservation Lift Station	Generator is reaching the end of its useful life	OS	\$50,000	FY 2021-2022
Replacement Generator for Giggling Lift Station	Giggling Lift Station	Generator is reaching the end of its useful life	OS	\$50,000	FY 2021-2022
Replacement Generator for San Pablo Lift Station	San Pablo Lift Station	Generator is reaching the end of its useful life	MS	\$40,000	FY 2021-2022
CCTV Later Camera	Corp. Yard	Current camera is broken, and has reached its useful life	MS, OS	\$10,000	FY 2021-2022
Backhoe	Corp. Yard	Reaching useful lifespan, plus changes in CARB regulations will require replacement of off-road equipment	MW,MS, OW, OS	\$125,000	FY 2021-2022
3 Pump Control Valves	Marina Booster Station	Current Pump Control valves have reached their useful life	MW	\$45,000	FY 2021-2022
Horizontal Motor	Marina Booster Station	Replacement of burned up motor	MW	\$5,000	FY 2021-2022
Night Light Trailer	Corp. Yard	To provide lighting for emergency night work	MW,MS, OW, OS	\$25,000	FY 2020-2021
Safety Beacons on Trucks	Corp. Yard	To provide emergency lighting when working in roadway	MW,MS, OW, OS	\$30,000	FY 2020-2021

Emergency Bypass Pump	Corp. Yard	Emergency trailer sewer bypass pump in case lift station pumps fails	MS, OS	\$55,000	FY 2020-2021
Dunes Flygt Pumps, bases and piping	Dunes Lift Station	Pumps and bases have reached their useful life	MS	\$75,000	FY 2020-2021

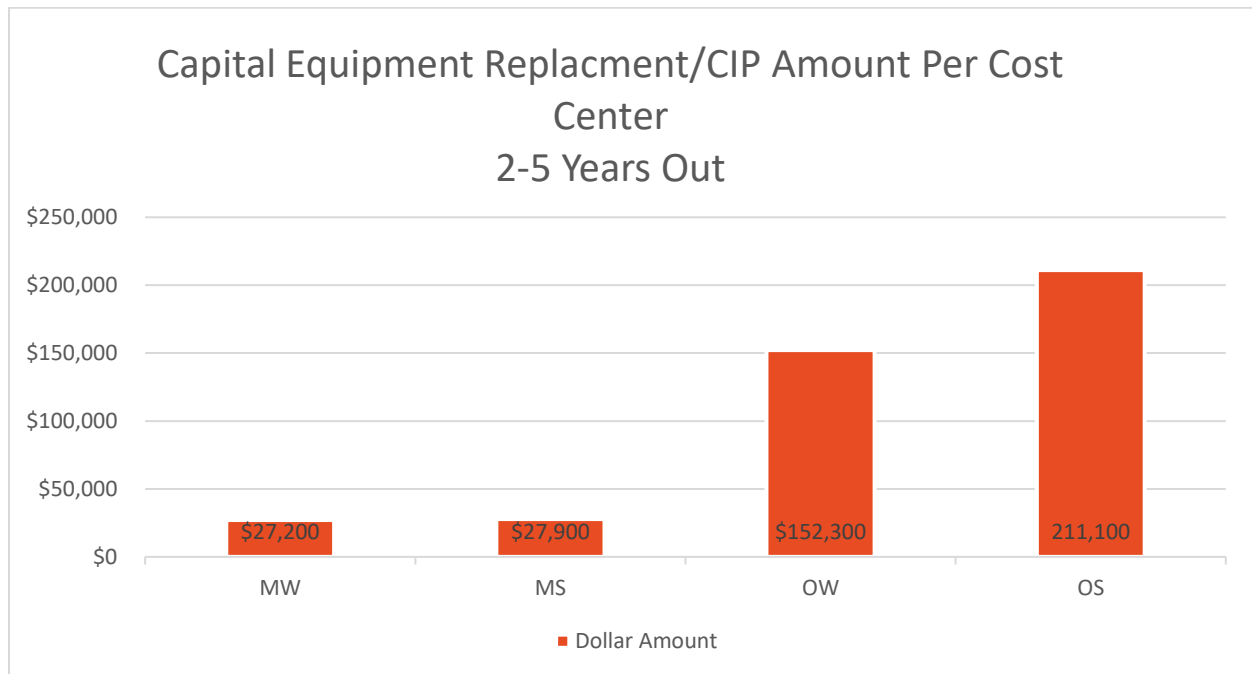


2-5 Years Out

Table 13

Equipment	Location	Reason	Cost Center	Estimate Cost	Status
MCC Panel Replacement	Wittenmyer Lift Station	MCC panel has reached its useful lifespan	OS	\$40,000	Not yet started
MCC Panel Replacement	Hodges Lift Station	MCC panel has reached its useful lifespan	OS	\$40,000	Not yet started
ATS Replacement	Hodges Lift Station	ATS has reached useful lifespan	OS	\$20,000	Not yet started
ATS Replacement	Wittenmyer Lift Station	ATS has reached useful lifespan	OS	\$20,000	Not yet started

New Flygt Pumps	Hodges Lift Station	Pumps have reached its useful life	OS	\$20,000	Not yet started
Large Mag Meter	D Booster	Current meter does not work	OW	\$7,500	Not yet started
MCC and Pump Replacement	D Booster	One pump is currently undersized and needs to be replaced	OW	\$80,000	Not yet started
Airfield Lift Station New Flygt Pumps	Airfield Lift Station	Flygt pumps have reached their useful life	OS	\$30,000	Not yet started
Mini Excavator	Corp. Yard	To dig in tight places	MW,MS, OW, OS	\$65,000	Not yet started
Valve Insertion Tool	Corp. Yard	To install water main valves under pressure	MW, OW	\$40,000	Not yet started
Safety hatch system for lift stations	Hodges LS, Wittenmyer LS, Airfield LS, Crescent LS, San Pablo LS, Dunes LS, East Garrison LS	Fall protection for workers	MS, OS	\$56,000	Not yet started



Section 17. MCWD Staffing Levels Compared to other Public Agencies

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

When comparing total staff with the length of pipe, MCWD is approximately 11 miles of pipe per employee over the average of all compared agencies. This equates to approximately a shortage of 16 Operation and Maintenance personnel when compared to other agencies. While the Department has increased in size in the last few years, our service area is continuing to increase with the development of the Dunes, Sea Haven, and East Garrison. Equating to many more miles of pipe to take care of.

Table 14

Agency	Miles of H2O Pipe	Miles of Sewer Pipe	Total miles of pipe	Number of Wells	Number of Storage Reservoirs	Number of Pump Stations	Has Treatment Plant	Number of Sewer Lift Stations
Goleta Water District	270	0	270	9	8	*	Yes	0
Montecito Water District	114	0	114	12	*	3	No	0
North Marin Water District	342	5	347	3	58	39	Yes	0
San Lorenzo Valley Water District	185	0	185	7	46	*	Yes	0
Soquel Creek Water District	166	0	166	17	18	*	Yes	0
South Coast Water District	158	140	298	0	13	9	No	13
Yorba Linda Water District	160	286	428	10	14	12	No	1
Marina Coast Water District	203	154	357	7	8	6	No	20

*Unable to find data

Table 15

Agency	O & M Managers	Superintend ents	O & M Supervisors	Collections Operators	Elect/Mech	Field Maintenance	System Operators (treatment or Distribution)	Total Employees	Miles of pipe per employee
Goleta Water District	1	2	0	0	0	13	11	27	10.00
Montecito Water District	1	2	0	0	0	7	4	14	8.14
North Marin Water District		2	0	0	0	11	13	26	13.35
San Lorenzo Valley Water District	1	0	2	0	2	7	7	19	9.74
Soquel Creek Water District	1	0	2	0	1	6	4	14	11.86
South Coast Water District	1	0	2	11	3	0	10	27	11.04
Yorba Linda Water District	1	2	0	0	2	25	5	35	12.23
Average								23.14	11.16
Marina Coast Water District	1	0	1	0	1	0	13	16	22.31

Section 18. Recommendations

Asset Management Improvements

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

Staffing Levels to Maintain District Assets

Currently, Operations and Maintenance has 15 field personnel, which includes a field working Operations and Maintenance Supervisor. Preventative and other required duties require 10 System Operators and 1 Electrical/ Mechanical worker for a total of 11 staff members. When factoring in time off allowed for staff, there must be a deduction of approximately one full time position as staff take off over 2080 hours combined within a calendar year. This leaves the District with a staff of 14 to handle all duties, preventative and reactive. At these levels, it leaves the department with only three extra staff members to work on special projects and any reactive repairs.

Therefore, it is my recommendation that over the course of the next three years, the department adds (3) three additional System Operators I/II within the following time schedule:

Fiscal Year 20/21	1 System Operator I/II (approved 12-2020)
Fiscal Year 21/22	
Fiscal Year 22/23	2 System Operator I/II

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

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-A

Meeting Date: April 19, 2021

Prepared By: Don Wilcox
Reviewed By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Consider Adoption of Resolution No. 2021-21 to Amend the FY 2020-2021 Capital Improvement Program to Add Intermediate Reservoir Tank Recoating, and Valve Replacement

Staff Recommendation: The Board of Directors consider adopting Resolution No. 2021-21 Authorizing a Budget Amendment to remove CIP # MW-0111 from the FY 2020-21 Budget and add Projects GW-0311 and GW-0312 to the FY 2020-21 Budget.

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

Detailed Description: On June 15, 2020, the Board authorized the cancellation of construction of the Beach Road Potable Water Line project, CIP #MW-0111. That project was determined to be non-constructable as designed due to potential damage to the root systems of the City of Marina's Landmark Eucalyptus Trees adjacent to Beach Road where the potable water line was to be constructed. The project was canceled at that meeting but not officially transferred out of the current year's budget.

Also, after a recent inspection of the District's intermediate Reservoir, staff recommends the addition of two CIP projects into the current FY 2020-21 Budget for immediate procurement: GW-0312 to recondition the interior of the Intermediate Reservoir; and GW-0311 to replace valves at the Intermediate Reservoir as needed to be able to drain and paint the interior of the reservoir.

The reason for the urgency for these two projects is that a recent inspection revealed that the Intermediate Reservoir interior coating is failing and must be replaced. Further, the valves used to isolate the Intermediate Reservoir are no longer functioning as needed to remove the Intermediate Reservoir from service while it is being drained and the inside recoated. There is no 2nd reservoir at the Intermediate Reservoir elevation to provide redundancy during maintenance. However, O&M staff have devised an alternate method to isolate the reservoir for the duration of the work, assuming the isolation valves perform as they should. This requires the current isolation valves be either repaired or replaced.

Discussion/Analysis: In order to fund construction contracts to replace valves and recoat the inside of the Intermediate Reservoir, adjustments will need to be made to the current year CIP and a corresponding FY 2020-2021 budget amendment be made. The proposed budget amendment is as follows:

CIP Budget Amendment	Budget FY 2020/2021	Prior Amendment	Budget As of 03/15/2021	Change	Amended Budget
From: MW-0111 Beach Road Pipeline	\$494,815	\$(379,461)	\$115,354	\$(94,307)	\$21,047
From: OW-0201 Gigling Transmission from D Booster to JM Blvd.	\$525,000	\$(201,589)	\$323,411	\$(125,000)	\$198,411
To: GW-0311 Recondition Intermediate Reservoir	\$ -	\$ -	\$ -	\$195,000	\$195,000
To: GW-0312 Repair/Replace Valves @ Intermediate Reservoir	\$ -	\$ -	\$ -	\$135,000	\$135,000
Net Change	\$1,019,815	\$(581,050)	\$438,765	\$110,693	\$549,458

CIP Budget Amendment Funding	Marina Water			Ord Water		
	Budget/Balance As of 03/15/2021	Bond Funded	Reserve Funded	Bond Funded	Reserve Funded	Balance
<u>FROM:</u>						
MW-011 Beach Road Pipeline	\$115,354	\$94,307				\$21,047
Marina Water Capital Replacement Reserves			\$11,293			
OW-0201 Gigling Transmission from D Booster to JM Blvd.	\$323,411			\$224,400		\$99,011
<u>TO:</u>						
GW-0311 Recondition Intermediate Reservoir	\$ -	\$62,400		\$132,600		\$195,000
GW-0312 Repair/Replace Valves @ Intermediate Reservoir	\$ -	\$31,907	\$11,293	\$91,800		\$135,000

Staff recommends amending the FY 2020-2021 CIP Budget to transfer funds from MW-0111 and OW-0201 to GW-0311 and GW-0212 as outlined above.

Environmental Review Compliance: None required.

Other considerations: None.

Financial Impact: X Yes No Funding Source/Recap: Capital Improvement Projects GW-0311 & GW-0312 will use transferred funds for all future project costs upon Board approval of the attached Resolution 2021-21.

Material Included for Information/Consideration: Resolution No. 2021-21.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

April 19, 2021

Resolution No. 2021-21
Resolution of the Board of Directors
Marina Coast Water District
Amending the FY 2020-21 Capital Improvement Budget

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on April 19, 2021 via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the District owns and operates the existing Intermediate Reservoir Facility; and,

WHEREAS, a recent inspection revealed that the Intermediate Reservoir needs urgent maintenance; and,

WHEREAS, there is no Intermediate Reservoir maintenance project or funding in the current year CIP or budget as needed to fund maintenance; and,

WHEREAS, the Beach Road Water Line project included in the current year CIP and budget was canceled for the current year; and,

WHEREAS, Staff recommends amending the FY 2020-21 CIP Budget to transfer funds from MW-0111 and OW-0201 to GW-0311 and GW-0212 as outlined below.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby amend the FY 2020-2021 Capital Improvement Budget as follows:

CIP Budget Amendment	Budget FY 2020/2021	Prior Amendment	Budget As of 03/15/2021	Change	Amended Budget
From: MW-0111 Beach Road Pipeline	\$494,815	\$(379,461)	\$115,354	\$(94,307)	\$21,047
From: OW-0201 Gigling Transmission from D Booster to JM Blvd.	\$525,000	\$(201,589)	\$323,411	\$(125,000)	\$198,411
To: GW-0311 Recondition Intermediate Reservoir	\$ -	\$ -	\$ -	\$195,000	\$195,000
To: GW-0312 Repair/Replace Valves @ Intermediate Reservoir	\$ -	\$ -	\$ -	\$135,000	\$135,000
Net Change	\$1,019,815	\$(581,050)	\$438,765	\$110,693	\$549,458

PASSED AND ADOPTED on April 19, 2021 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_____

Jan Shriner, 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. 2021-21 adopted on April 19, 2021.

Remleh Scherzinger, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-B

Meeting Date: April 19, 2021

Prepared By: Andrew Racz

Approved By: Remleh Scherzinger

Agenda Title: Consider Adoption of Resolution No. 2021-22 to Amend the On-Call Engineering Professional Services Agreement with Schaaf & Wheeler for the Gigling Sanitary Sewer Force Main Replacement Design

Staff Recommendation: That the Board of Directors of the Marina Coast Water District adopt Resolution No. 2021-22 and authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate for Amendment 11 to On-Call Engineering Professional Services Agreement No. 2017-67 with Schaaf & Wheeler for the Gigling Sanitary Sewer Force Main Improvements not to exceed \$62,700.

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

The Board of Directors awarded an On-Call Engineering Professional Services Agreement (PSA) to Schaaf & Wheeler at the November 20, 2017 Board Meeting. The services range from task orders to engineering studies and projects within the General Manager signing authority. Larger studies and budgeted capital improvement projects require approval by the Board of Directors. The On-Call contracts are for a minimum 3-year term with the option to renew for two additional 1-year terms.

The existing Gigling Force Main is located just east of Highway One and carries wastewater approximately 3,700 feet from the Gigling Lift Station near Bataan Road to a receiving gravity manhole just north of Lightfighter Drive. The existing steel force main is over 50 years old and requires frequent repairs. The existing alignment in a narrow dirt corridor shared by a high-pressure gas main makes access for repairs and maintenance difficult. In 2016, Schaaf & Wheeler began preliminary design work (through previous On-Call contract 2012-29) to replace the force main in a new alignment beneath Gigling Road and 1st Avenue. The project was subsequently deferred, and the design is awaiting completion.

Discussion and Analysis: The 2020 MCWD Sewer Master Plan identifies both the Gigling Lift Station and Sanitary Sewer Force Main as targets for replacement (Project S15). The facilities primarily serve existing Monterey Bay Military Housing neighborhoods in Hayes and Stilwell Parks. The Army is currently in the process of redeveloping these areas, and MCWD will coordinate with both the Army and City of Seaside to relocate the force main from its current cross-country alignment to a new alignment in the public right-of-way. Replacement of the force main will eliminate the need for frequent and costly repairs, and realignment beneath paved streets will facilitate future maintenance needs.

The capacity of the existing 10-inch force main is deemed sufficient to carry both current and future flows. Pumps at the Gigling Lift Station were recently replaced in 2016 and have sufficient capacity to overcome the increased static lift associated with the slightly longer in-street alignment.

Environmental Review Compliance: The project involves the replacement of an existing pipeline under 1 mile in length, and is therefore categorically exempt from CEQA.

Financial Impact: X Yes No Funding Source/Recap: Capital Improvement Project OS-0203 (\$90,000 budgeted for External Design Services in FY 2020/2021 Budget)

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2021-22; Schaaf & Wheeler design proposal, Gigling Lift Station map with existing/proposed force main alignments.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

April 19, 2021

Resolution No. 2021-22
Resolution of the Board of Directors
Marina Coast Water District
Amendment 11 to the Professional Services Agreement with
Schaaf & Wheeler for On-Call Engineering Services

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on April 19, 2021 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the District Directors awarded a professional services agreement to Schaaf & Wheeler for On-Call Engineering Services at the November 20, 2017 Board Meeting with services ranging from task orders to engineering studies and projects; and,

WHEREAS, the Schaaf & Wheeler On-Call contract is for a minimum 3-year term with the option to renew for two additional 1-year terms; and,

WHEREAS, the existing Gigling Sanitary Sewer Force Main was identified in the 2020 MCWD Sewer Master Plan as being in need of replacement, due to its age and poor condition; and,

WHEREAS, the existing Gigling Sanitary Sewer Force Main will benefit from realignment in the public right-of-way, to facilitate future maintenance; and,

WHEREAS, Schaaf & Wheeler had already made significant progress designing a replacement force main, prior to the project’s 2016 deferral; and,

WHEREAS, Schaaf & Wheeler has submitted a proposal to MCWD to complete the project design and provide bid- and construction-phase engineering support; and,

WHEREAS, sufficient budget for design and construction of the force main has already been adopted in the MCWD’s FY 2020-2021 Budget.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution for Amendment 11 of the Professional Services Agreement with Schaaf & Wheeler for On-Call Engineering Services for a total project cost not to exceed \$62,700.

PASSED AND ADOPTED on April 19, 2021, 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 _____

Jan Shriner, 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. 2021-22 adopted April 19, 2021.

Remleh Scherzinger, Secretary

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848

March 12, 2021

Mr. Don Wilcox, PE
Interim District Engineer
Marina Coast Water District
2840 4th Avenue
Marina, CA 93933

Subject: Proposal for the Gigling Sanitary Sewer Force Main Replacement

Dear Don:

Schaaf & Wheeler is pleased to propose engineering services for the **Gigling Sanitary Sewer Force Main Replacement**. The District desires to replace the force main from the Gigling Lift Station, and relocate it into street rights of way. The new alignment will be in Gigling Road and 1st Avenue, replacing the current alignment along the edge of the Highway 1 corridor. The existing steel force main is over 50-years old and has reached the end of its service life. Schaaf & Wheeler has already completed the preliminary design of this pipeline.

Our scope of work and fee estimate are attached. Our estimated fee for this project is \$61,000, which includes services during construction. Costs will be billed on a time and materials basis, with a not-to-exceed limit. As part of our on-call contract, our standard rates will be discounted by 6%.

We thank you for this opportunity to propose services for the **Gigling Sanitary Sewer Force Main Replacement**. Should you need any further information, please contact Andy Sterbenz at (831) 883-4848 or asterbenz@swsv.com.

Sincerely,
Schaaf & Wheeler



Charles D. Anderson, PE
President

Encl.

Scope of Work: Gigling Sanitary Sewer Force Main Replacement

Schaaf & Wheeler will prepare plans and specifications for the Gigling Sanitary Sewer Force Main Replacement Project. The project entails designing a new 10-inch force main to replace the existing 10-inch steel force main that has reached the end of its service life (installed circa 1965). The existing force main follows the east edge of the Caltrans Highway 1 right-of-way. The new force main will be moved into Gigling Road and 1st Avenue to facilitate future maintenance. The project will include relocating an existing water main into 1st Avenue. Points of connection for the new water main were installed as part of the Light Fighter Drive water main project (MCWD) and the Stilwell Kidney Housing Area renovation (MBMH). Schaaf & Wheeler prepared a preliminary design for the force main in 2016, but the project was deferred. In 2019, we obtained an updated topographic survey of the Gigling pipeline alignment as part of the Ord Village Lift Station project.

The District replaced the Gigling Lift Station pumps in 2016. The pumps have sufficient capacity to work with the increased static lift of the proposed alignment change (see attached system curve).

The project is replacement of an existing pipeline under one mile in length, so it is categorically exempt from CEQA.

Specific tasks are outlined below.

1. **Project Management and Meetings.** Schaaf & Wheeler will participate in coordination and review meetings. We anticipate two meetings at 60% and 90% design review, two meetings with Presidio of Monterey staff, and one meeting with the City of Seaside.
2. **Plans, Specifications and Estimates.** Schaaf & Wheeler will update the preliminary design to incorporate the updated topographic survey and add new water main water main in 1st Avenue. We will prepare project plans, technical specifications and construction cost estimates for the project. Plans will be on Arch-D sized sheets. We assume the plan set will require 10 civil sheets. Specifications will use the CSI standard numbering system and format. Plans will be submitted at 60% and 90% complete for review by the District. Final plans will be sealed by California Registered Engineer.

Civil design assumes 10-inch PVC force main and 12-inch water main, both fully restrained C900 PVC. The force main will require one high-point air release valve, one low point blow-off, and will have a plug valve located to facilitate a future shut-down to relocate the Gigling Lift Station. Design of the lift station is not included in this project. The water main may require an a high-point air release valve on 1st Avenue.

3. **Bid Phase Support.** Schaaf & Wheeler will attend the pre-bid conference, respond to bidder requests for information and prepare clarifications or addenda as needed.
4. **Construction Phase Support.** Schaaf & Wheeler will attend the pre-construction conference, review contractor submittals, and attend progress meetings and system start-up. We will

respond to contractor requests for information and issue addenda and clarifications as needed.

5. Record drawings. When the work is completed, Schaaf & Wheeler will publish record drawings of the plan set, picking up the contractor and inspector red-line changes. We will then post those changes to the District's system map in CAD.

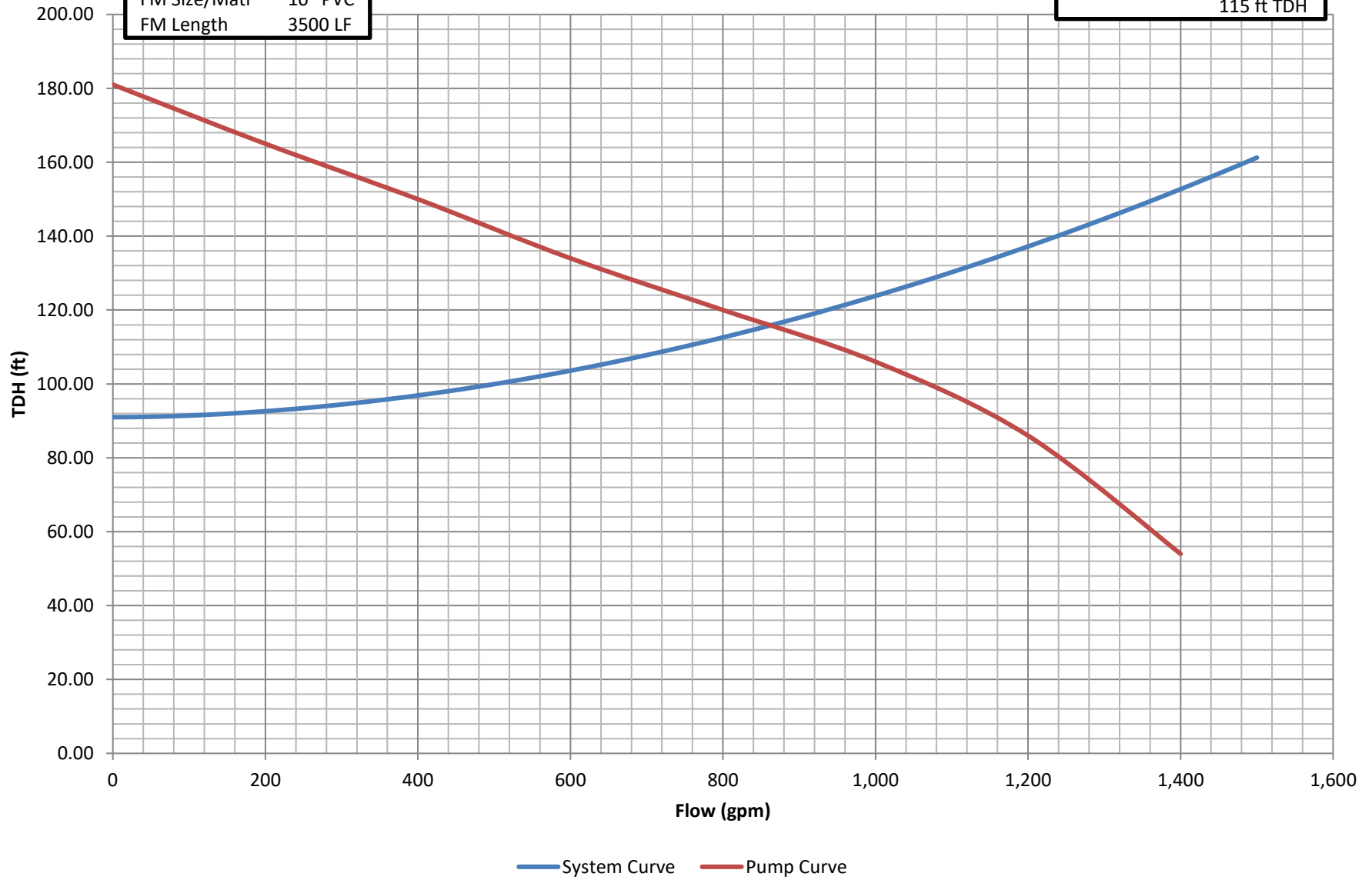
Assumptions:

1. Gigling Road and 1st Avenue are City of Seaside streets, as shown on the County Assessor GIS.
2. The existing PG&E gas main that runs parallel to the force main will remain where it is, so we do not need to allow a corridor for it in 1st Avenue.
3. A biological survey will not be required for the portion of the alignment on Presidio of Monterey property.
4. Construction management and inspection will be by others.

Gigling Lift Station With Proposed FM Change

Inlet Elev	88.0'
Outfall Elev	170.0'
Static Lift	91.0'
FM Size/Matl	10" PVC
FM Length	3500 LF

Flygt NP 3202-468	
45 hp	
Design Point	874 gpm
	115 ft TDH



Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

Client: MCWD

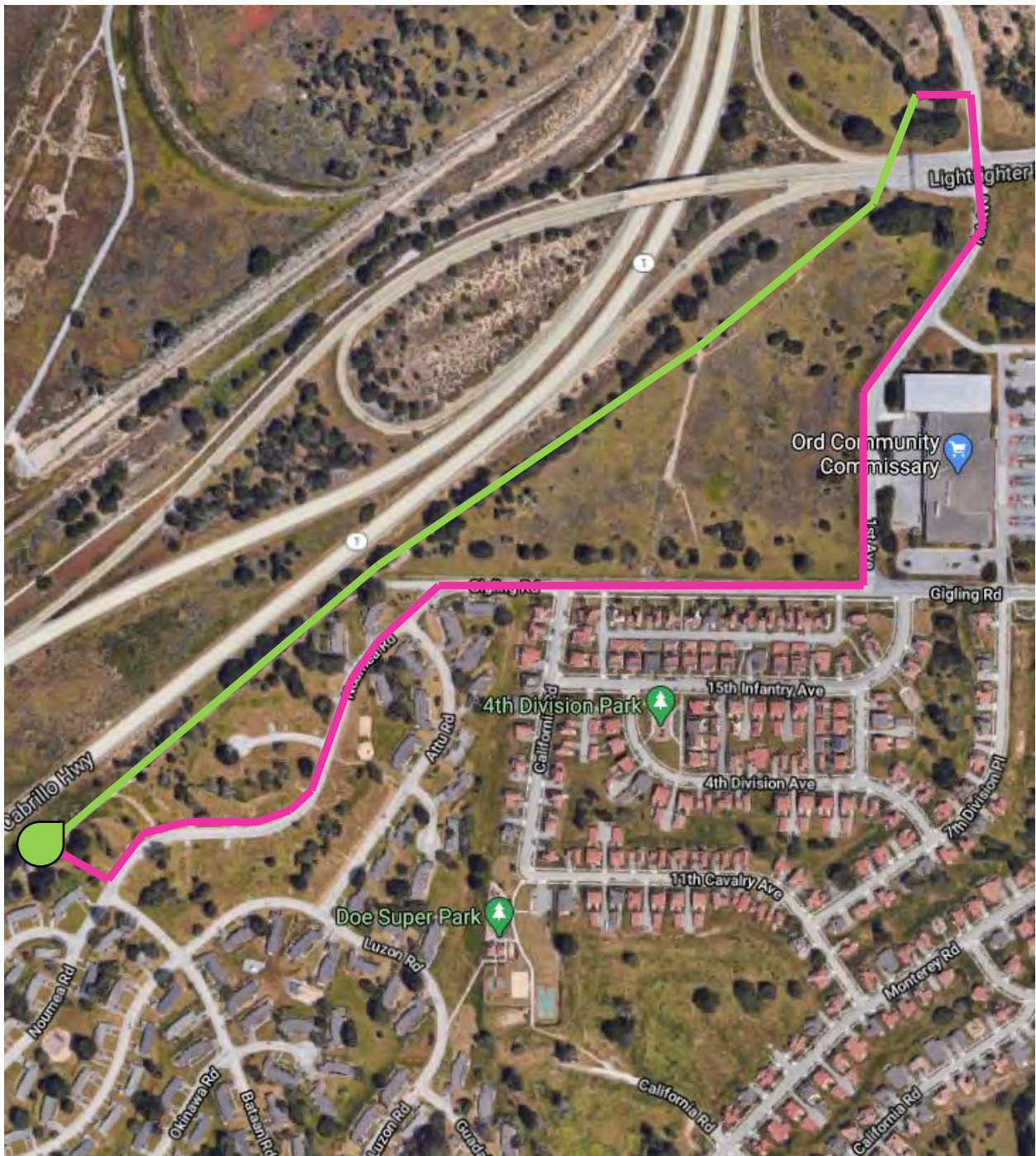
Project: Gigling Sanitary Sewer Force Main

Task: Design-Bid-Constructon

Estimate Date: 3/12/2021

NO.	TASK ITEMS DESCRIPTION	PRINCIPAL PRJ MGR \$240.00	SENIOR PRJ MGR \$225.00	SENIOR ENG \$210.00	ASSOC ENG \$190.00	ASST ENG \$175.00	JUNIOR ENG \$165.00	SUBTOTAL M.H.'S	IN-HOUSE LABOR COSTS \$	IN-HOUSE MATERIAL COSTS \$	TOTAL COSTS \$ W/ MARK-UP	TASK TOTAL
1	Project Management and Meetings											\$3,850
	Permitting Coordination		10					10	\$2,250		\$2,250	
	60% Review Meeting		2			2		4	\$800		\$800	
	90% Review Meeting		2			2		4	\$800		\$800	
2	Plans, Specifications, Estimates											\$28,360
	60% Design Package	4	20			60		84	\$15,960		\$15,960	
	95% Design Package		20			20		40	\$8,000		\$8,000	
	Final Bid Documents		4			20		24	\$4,400		\$4,400	
3	Bid Phase Services											\$5,975
	Pre-Bid Conference		4			2		6	\$1,250		\$1,250	
	Respond to RFI's (assume 2)		2			8		10	\$1,850		\$1,850	
	Prepare Addenda (assume 2)		4			8		12	\$2,300		\$2,300	
	Bid Evaluation		1			2		3	\$575		\$575	
4	Engineering During Construction											\$21,100
	Pre-Construction Meeting		4			4		8	\$1,600	\$1,500	\$3,250	
	Progress meetings (assume 15)		10			10		20	\$4,000		\$4,000	
	Submittal Reviews		4			28		32	\$5,800		\$5,800	
	Site visits/meetings (assume 3)		6			12		18	\$3,450		\$3,450	
	Respond to RFI's (assume 4)		8			16		24	\$4,600		\$4,600	
5	Prepare Record Drawings											\$3,360
	Post Contractor's as-built mark-ups		2			16		18	\$3,250	\$100	\$3,360	
	Total	4	103	0	0	210	0	317	\$60,885	\$1,600	\$62,645	
	ROUNDED TOTAL										\$62,700	

Expense Mark-up: 10.0%



Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-C

Meeting Date: April 19, 2021

Prepared By: Andrew Racz
Reviewed By: Don Wilcox

Approved By: Remleh Scherzinger

Agenda Title: Consider Adoption of Resolution No. 2021-17 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Marina Developers, LLC for the Sea Haven Phase 3B Development Project

Staff Recommendation: The Board of Directors adopt Resolution No. 2021-17 approving a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Marina Developers, LLC, a California Corporation for the Sea Haven Phase 3B Development Project.

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

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

The overall development is divided into five phases (Phase 1 through Phase 5). In November of 2007, MCWD entered into agreement with Cypress Marina Heights, LP (Cypress) to begin land development at Sea Haven. Cypress developed Phases 1 (arterial roadways and associated water/sewer infrastructure) and 2 (neighborhood roadways/infrastructure for the areas currently being built out with homes) for approximately 300 units. Marina Developers acquired Cypress's stake in the remaining phases (Phases 3-5) in May 2018 and began land development of Phases 5A and 3A in 2019 (phase development is occurring out of numerical sequence). Phase 5A's approximately 70 units are nearing completion, and housing construction in Phase 3A began in late 2020. The next phase to be developed, Phase 3B, adjoins Phase 3A to the east and is bounded by Marina Heights Drive on the south and areas of Central Marina to the north. Together, Phases 3A and 3B cover an area of 50 acres will contain approximately 250 total units when completed. A development map depicting the project site (Exhibit C) and surveyed legal description of the geographic area covered by this IA (Exhibit B) are included after this item's Resolution.

As per City of Marina Resolution 2004-41, adopted by City Council on March 3, 2004, to approve the supplement to the certified final EIR on the Marina Heights Specific Plan, the total Water Allocation for all development phases of the Development is 292.39 AFY (Exhibit A). A December 2003 Water Supply Assessment for the Marina Heights project estimated an annual water use of 349.5-AFY serving 1,050 residential units and 4.5 acres of irrigated parkland and Homeowners Association (HOA) landscaping. Using this metric, the Developer has been allocated sufficient water to continue development to approximately 84% buildout, as designed, or 878 residential units including parkland and HOA landscaping for the overall development. With approximately 300 homes either completed or under construction, Sea Haven is currently at about 30% buildout. Completion through Phase 3B will bring the development to 654 units, or 62% buildout.

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

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

There are several changes between this proposed Infrastructure Agreements and the March 2020 template. Sections 1.2.1 and 1.2.2 were updated to make clear that sufficient water is available in the Development's water allocation to complete Phase 3B. For this reason, "Yield Sign" language was removed from this IA. Water and sewer capacity fees were updated to reflect new rates effective October 2020.

It is worthwhile to note that in its July 2020 Capacity Fee Study (adopted August 2020, effective October 2020), MCWD updated its assigned water use rates for various residential and non-residential uses. Reflecting continuing trends in conservation and plumbing efficiency, the assigned water use rate for single family residential lots between 0.08 and 0.22 acres in size was reduced from 0.33 to 0.28 AFY. Under the old 0.33 AFY metric used in the 2003 WSA, Sea Haven was only allocated enough water to complete 878 of the proposed 1,050 homes in the Development's master plan. Applying the current 0.28 AFY metric, Sea Haven has sufficient water to construct nearly all planned homes (1,044 out of 1,050).

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

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

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

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

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

Material Included for Information/Consideration: Resolution No. 2021-17; Site Map; and, draft Infrastructure Agreement.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

April 19, 2021

Resolution No. 2021 - 17
Resolution of the Board of Directors
Marina Coast Water District

Approving a Water, Sewer, and Recycled Water Infrastructure Agreement
Between Marina Coast Water District and Marina Developers, LLC for the
Sea Haven Phase 3B Development Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on April 19, 2021 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the Marina Developers, LLC, a California Corporation (“Developer”) have coordinated with the District on their Sea Haven Phase 3B development project, consisting of new construction and related infrastructure, located within the former Fort Ord portion of the City of Marina; and,

WHEREAS, the City of Marina, acting as a land-use jurisdiction, has allocated by Resolution 2004-41 a water supply of 292.39-AFY, out of a total annual allotment of 1,175-AFY for incorporated former Fort Ord lands; and,

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Marina Developers, LLC, a California Corporation, for the Sea Haven Phase 3B development project and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED April 19, 2021, 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_____

Jan Shriner, 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. 2021-17 adopted April 19, 2021.

Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

Sea Haven Phase 3b

DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS; ALLOCATIONS; DISTRICT’S ROLE; TERM OF THIS AGREEMENT	4
2. DESIGN AND CONSTRUCTION REQUIREMENTS	6
3. TEMPORARY IRRIGATION	6
4. EXISTING WATER AND SEWER INFRASTRUCTURE/ANNEXATION	10
5. DISTRICT TO SERVE DEVELOPMENT	10
6. CAPACITY CHARGE.....	11
7. PROVISION FOR NONPOTABLE WATER USE.....	11
8. NON-COMPLETION OF PRIOR PROJECTS AND PHASES	11
7. LICENSED CONTRACTOR	11
8. PERMITS, EASEMENTS, AND RELATED COSTS.....	12
9. FINAL INSPECTION AND REIMBURSEMENT OF DISTRICT COSTS.....	12
10. UNDERGROUND OBSTRUCTIONS.....	12
11. AS-BUILT PLANS, SPECIFICATIONS, VALUES, ETC.	13
12. INDEMNITY, INSURANCE, AND SURETIES.....	13
13. TRANSFER OF SYSTEM FACILITIES TO DISTRICT AFTER COMPLETION	14
14. DEVELOPER ASSISTANCE	14
15. WARRANTIES.....	15
16. NO WATER, RECYCLED WATER AND SEWER SERVICE PRIOR TO COMPLETION AND TRANSFER.....	15
17. PERFORMANCE.....	16
18. ASSIGNMENT	16
19. DISPUTE RESOLUTION PROCEDURE	16
20. WAIVER OF RIGHTS	18
21. NOTICES	18
22. SEVERABILITY	19
23. PARAGRAPH HEADINGS.....	19
24. SUCCESSORS AND ASSIGNEES	19
25. INTEGRATED AGREEMENT	19
26. NEGOTIATED AGREEMENT	19
27. ATTORNEYS FEES	19
28. EXHIBITS	20
29. DISCLAIMER/INDEMNITY REGARDING PUBLIC WORKS.....	20
30. NO THIRD PARTY BENEFICIARIES	20

30. COMPLIANCE WITH LAWS.....	20
32. COUNTERPARTS	20

Exhibits

EXHIBIT A – WATER ALLOCATION DOCUMENTATION

EXHIBIT B -- LEGAL DESCRIPTION

EXHIBIT C -- MAP OF DEVELOPMENT

EXHIBIT D – WILL SERVE LETTER

EXHIBIT E -- INDEMINIFCATION AND INSURANCE REQUIREMENTS

DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this 15th Day of March 2021 (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and **Marina Developers, LLC**, a California limited liability company, with its principal offices at 1446 Tollhouse Road, Suite 103, Clovis, CA 93611, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement, is **Sea Haven Phase 3b**.

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

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

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

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

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

d. “Development” means that certain property located at [6] and legally described in Exhibit “B” and shown on the map at Exhibit “C.”

e. “Facilities” shall mean those certain infrastructure improvements and system provided for in this Agreement and as approved by District as part of its review of the Development plans, Facilities shall include, but not be limited to, pipes, pumps, electrical and instrumentation and controls.

f. “Ord Community” means the MCWD service area within the former Fort Ord Army Base.

g. “Procedures” means the District’s *Procedure Guidelines and Design Requirements*.

h. “Standards” means the District’s *Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities*.

i. “Water Allocation” means the total water allocated by the City/Land Use Jurisdiction for the Development as documented in Exhibit “A” and described in Exhibits “B” and “C”.

j. “FORA” means Fort Ord Reuse Authority or successor agencies.

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that as a condition precedent for the performance of the District’s obligations hereunder, Developer must provide proof to the satisfaction of the District that the City has approved the allocation of water capacity for the Development from the water and recycled water capacity allocated to the City by the Fort Ord Reuse Authority (FORA). The water allocation for this project covered by this Agreement is 292.39 -AFY. Notwithstanding, neither the City nor the District may approve water allocations that exceed the allocations set by FORA or other appropriate agency of land use jurisdiction.

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

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

1.2.2 On March 12, 2004 MCWD issued to Cypress Marina Heights (previous developer) the attached “Will Serve Letter”, conditionally agreeing to provide water and sewer service to the Sea Haven (Marina Heights) project, subject to the terms and conditions contained therein (“Will Serve Letter”) attached hereto as Exhibit “D” and incorporated herein by reference.

~~1.2.3 “Yield-sign” rule. As a means to recalibrate the Water Supply Assessment, when the Development reaches ___% completion (when the District provides a water meter to the ___th completed residential unit) within the development phase covered by this Agreement, the District shall tabulate (via monthly meter reads) and sum the annual water consumption of all existing units that have been occupied for at least one full calendar year and then divide the sum by the number of units. The District shall apply this per unit consumption metric to determine the number of units that may be constructed without exceeding the ___-AFY allocation. The District shall inform the Developer of this result within 3 months of the placement of the ___th-water meter, and the District’s findings shall be conclusive.~~

1.2.3 Developer understands that the Marina Coast Water District is not a Land Use Jurisdiction (LUJ) and does not have the legal authority to allocate water supply or approve development generally. The City of Marina, as the governing LUJ for new development over the Development area, has the power to allocate water, at its discretion, but within limits previously established through agreements with FORA. The Developer retains the right to petition the City of Marina directly for additional water supply. The Developer acknowledges that the District shall not, under any circumstance, provide water service to any new unit that causes total Development consumption to exceed the LUJ allocation. As such, the Developer shall hold the District harmless, without limitation, in the event the District refuses to provide service to any new residential units if the providing of such service would exceed the total water allocation in excess of the average water use calculations established by Section 1.2.1.

1.3 Sewer Capacity. The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey One Water (M1W) Regional Interceptor System which discharges to the M1W Wastewater Treatment Plant (WWTP). Capacity within the WWTP for the Development must be coordinated with M1W. To the extent possible within the Ord Community, the District will allocate its existing pre-paid WWTP Capacity to the Development. If additional WWTP Capacity is required for the Development, the Developer shall purchase the capacity from the M1W at the Developer's sole expense, and shall provide proof of payment for that capacity right to the District at the time the sewer infrastructure is conveyed. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity by either City or District other than as currently established by the type and density of development as included in the FORA Consistency Determinations or other appropriate agency of land use jurisdiction. Notwithstanding the foregoing, the District acknowledges that there is adequate Sewer Capacity to accommodate full development Sea Haven Phase 3b for the Term of this Agreement.

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

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all Facilities required by this Agreement and the required warranty period, whichever occurs first, unless terminated sooner as provided in section 17 of this Agreement.

2. Design and Construction Requirements

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

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

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

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

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

2.1.5 All Facilities shall be tested to meet District requirements. No Facilities or portion thereof will be accepted without meeting all District test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-

tract water, recycled water and sewer infrastructure Facilities or special fixtures, as described above.

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

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

3. Temporary Irrigation

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

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

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

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

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

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

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

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

3.5 Developer agrees to pay all costs-to-connect as a condition precedent to MCWD's obligation to install the meter required to serve water to the temporary irrigation network. Costs to connect for a temporary irrigation network include, but are not limited to, the meter installation fee (which includes the cost of the meter itself), a water permit fee, a backflow prevention program fee (all at the then-existing rates), and the payment of a special connection fee. These costs-to-connect are due prior the installation of water meters. The special connection fee shall be in the exact amount of the Water capacity charge that would otherwise be assessed to the identical permanent irrigation network with the magnitude of the special connection cost determined in identical fashion. The current Water capacity charges, as of **October 26, 2020**, for water services in the Ord Community service area is **\$11,699** per EDU. District's Board of Directors reserves its right to review and revise these cost-to-connect fees and charges from time to time subject to applicable law and MCWD's approval procedures for such charges. Developer agrees to pay the costs-to-connect in effect at the time of providing services.

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

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

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

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

4. Existing Water and Sewer Infrastructure/Annexation

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

4.2 Annexation. Developer and MCWD acknowledge that the entirety of the Sea Haven (Cypress Marina Heights) project, including Phase 3b, has been annexed into the District's jurisdictional boundaries. ~~Developer acknowledges that the Development must be annexed into the District's jurisdictional boundaries. In exchange for the District's commitments to provide the services specified herein to the Development, the Developer, and its successors and assigns, hereby irrevocably consent to the annexation of the Development to the District. The terms and conditions of this section of the Agreement supersedes interpretations of MCWD Water Code section 3.08.060.D. Developer shall cooperate in all manner with the requests of the District, the Monterey County Local Agency Formation Commission ("LAFCO"), or any other public agency in any proceedings to annex the Development to the District. The Developer shall be responsible for preparing all studies, maps, legal descriptions, and other documents required by LAFCO in connection with the annexation process, including the efforts to comply with CEQA requirements. The Developer shall also be responsible for any engineering, legal and publication costs and all other charges which may be incurred by the District in preparing and examining maps, legal descriptions and other documents in relation thereto, and other expenses regularly incurred in connection with the annexation of the Development into the District. Expressly, the Developer shall be responsible for paying all LAFCO and State Board of Equalization fees and costs or any other fees in connection with the annexation. District, in its discretion, may require Developer to provide a deposit at the commencement of the annexation process for District's cost reimbursements described herein. District may require Developer to replenish the deposit within thirty (30) days of written notice. The Developer shall indemnify and defend the District from all legal actions in relation to the annexation.~~

5. District to Serve Development

5.1 District will deliver water, recycled water and provide sewer service to the Development after final Board Acceptance of the conveyance of the facilities and final Board Acceptance of the facilities (see *Procedures* section 300.25). Thereafter, the District will bill and serve the end-user(s) directly. The Developer shall pay the prepayment of applicable meter fees and Capacity Charges, cross connection charges, and all other applicable fees and charges for service on the former Fort Ord (or City, as the case may be). Once the applicable fees and charges are determined and paid in full, the District will immediately begin water service with the installation of the water meter(s). The District shall provide sewer service upon installation of water meters and payment of all applicable fees. The District's obligations in this section are subject to District's rules, regulations, policies and ordinances, which may be updated from time to time.

6. Capacity Charge

6.1 The current capacity charges, as of 10/26/2020 for water and sewer services are \$11,699 per EDU and \$3,012 per EDU, respectively. These charges are due prior the installation of water meters. The District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District's approval procedures for such charges. Developer agrees to pay the capacity charge in effect at the time of providing services.

7. Provision for Non-Potable Water Use

7.1 Based upon existing studies, the District does not have sufficient existing firm water supplies to meet the water demands of projected developments within the District's service area. Therefore, improvement plans must be compatible with and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations. District is in the process of finalizing a Water Augmentation Project, which is anticipated to come online on or about July 1, 2021.

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

8. Non-Completion of Prior Projects and Phases

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

9. Licensed Contractor

9.1 The Developer, or his authorized representative (contractor, or subcontractors as the case

may be) performing the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to perform the specified work required for the Development. District reserves the right to waive this requirement at its sole discretion where permitted under state statute.

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

10. Permits, Easements, and Related Costs

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

11. Final Inspection and Reimbursement of District Costs

11.1 The District's Engineer must inspect completed Facilities, or portion thereof. The District will not accept any facility until its Engineer has given written approval that it satisfies the District's requirements. Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the Facilities, subject to the limitations set forth in Paragraph 2 *Design and Construction Requirements*. Developer shall reimburse District for costs to correct any damages to Facilities related to the construction of the Development caused by the Developer or any authorized representative (developer's contractor). This reimbursement obligation is limited to the warranty period described in paragraph 17 *Warranties*. Developer shall remit to District prior to the conveyance of the Facilities to the District, payment of all costs due and unpaid under this Agreement over and above deposits previously paid to the District. If there are surplus deposit funds or any refunds due Developer, then District shall return to Developer the amount of such surplus or refunds upon acceptance by the District of all Facilities required to be constructed under this Agreement.

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

12.1 The District is not responsible for and does not assume any responsibility or liability whatsoever for, acts and omissions of the Developer, Developer's contractors or any contractor's subcontractors or suppliers at any tier during the design and construction of the Facilities. Any

location of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience and must be verified by Developer in the field. The District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

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

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

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

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

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

14. Indemnity, Insurance, and Sureties

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

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

copy of the agent's authority to act.

14.3 Developer shall furnish the District with a Warranty bond or other surety instrument satisfactory to the District in the amount equal to twenty percent (20%) of the actual construction costs to secure the Developer's performance under Section 17, Warranties.

14.4 Submittal of Insurance Certificates and Surety - The required insurance certificates shall be delivered prior to commencement of construction. The required performance and payment surety shall be delivered to the District prior to District approval of plans and specifications. No work may be commenced under this Agreement unless and until all required insurance certificates and performance and payment sureties are submitted to and approved by the District. The Warranty surety shall be provided prior to the District's acceptance of the Facilities, and shall remain in effect for the duration specified in Section 17.1.

14.5 The performance surety shall remain in effect until final acceptance of the Facilities by the District in accordance with Section 15.1. The payment surety shall remain in effect until the last of the following occur: (i) the statutory time has expired to commence a legal action on the payment surety and no legal action was filed, (ii) satisfaction of all judgments against the payment surety, and (iii) as otherwise provided by law. The warranty surety shall remain in effect until all warranties under this Agreement have expired.

15. Transfer of System Facilities to District after Completion

15.1 Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust), and deliver a conveyance satisfactory in form and content to District. This conveyance shall transfer unencumbered ownership of all Facilities required by this Agreement to the District together with all real property, interests in real property, easements and rights-of-ways (including any off-site easements or real property) other than those contained in public rights of way, and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to the Development now or hereafter served by the water, sewer and recycled water system Facilities that are necessary or appropriate in the opinion of the District for the ownership and operation of the Facilities. Provided all conditions set forth in this Agreement are satisfied, the District shall accept the conveyance. All costs of construction of the Facilities, for which the Developer is responsible, shall have been paid for by Developer, the time for release of the payment surety under Section 14.5 shall have expired (or Developer shall provide other security acceptable to the District), and the title to all of the Facilities and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of any title insurance deemed necessary by the District and is reasonable and customary for the insured transaction type. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the conveyance transferring the water, sewer and recycled water system Facilities has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the Facilities and to expand or improve, or interconnect the Facilities with other adjacent Facilities, as the District deems appropriate in its sole discretion.

16. Developer Assistance

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

Facilities.

17. Warranties

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

Developer shall indemnify District for all such costs (including District's own labor costs) incurred.

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

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

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

17.3 This Section 17 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud.

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

Transfer

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

19. Performance

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

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

20. Assignment

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

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

21. Dispute Resolution Procedure

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

21.2 Prevention of Disputes/Meet and confer - The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential

misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three (3) calendar days of the initial request. If the dispute cannot be negotiated between the parties, the matter shall first be brought to the attention of the District's Board of Directors at the first available regularly scheduled Board Meeting. As a contract dispute, the matter shall be considered by the District Board of Directors in closed session under the Brown Act without the Developer or Contractor in attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 21.3 below.

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

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

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

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

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

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

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

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

BY INITIALING THIS PROVISION BELOW, THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING ARBITRATION PROVISIONS AND AGREE TO SUBMIT ANY DISPUTES UNDER THIS AGREEMENT TO NEUTRAL BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.

MCWD s' INITIALS _____ 'S: INITIALS _____

22. Waiver of Rights

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

23. Notices

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

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

To Developer: Marina Developers, LLC
1446 Tollhouse Road, Suite 103
Clovis, CA 93611

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

24. Severability

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

25. Paragraph Headings

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

26. Successors and Assignees

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

27. Integrated Agreement

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

28. Negotiated Agreement

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

29. Attorneys Fees

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

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

30. Exhibits

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

31. Disclaimer/Indemnity Regarding Public Works

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

32. No Third Party Beneficiaries

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

33. Compliance with Laws

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

34. Counterparts

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

Signature Page

By: DEVELOPER,

Joshua Peterson, President and CEO

By MARINA COAST WATER DISTRICT

General Manager
Marina Coast Water District

EXHIBIT A

WATER ALLOCATION DOCUMENTATION

DRAFT

EXHIBIT 'A'

RESOLUTION 2004-41

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

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

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

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

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

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

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

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

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

Section 1. The City finds that:

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

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

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

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

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

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

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

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

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

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

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

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


Ila Mettee-McCutcheon, Mayor

ATTEST:


Joy P. Sunfay, City Clerk

EXHIBIT B
LEGAL DESCRIPTION

DRAFT

LEGAL DESCRIPTION – MARINA HEIGHTS PHASE 3B

SITUATE IN RANCHO LAS SALINAS IN THE CITY OF MARINA

A PORTION OF PHASE 3A REMAINDER PARCEL AS SHOWN ON THE MAP "TRACT No. 1543, MARINA HEIGHTS PHASE 3A" FILED IN VOLUME 24, "CITIES & TOWNS", PAGE 65 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON THE BOUNDARY OF SAID PARCEL 3A REMAINDER, BEING ALSO THE MOST SOUTHERLY CORNER OF PARCEL "B" SHOWN ON THE MAP FILED IN VOL. 17 OF "PARCEL MAPS" AT PAGE 5; THENCE DEPARTING SAID BOUNDARY,

- 1) SOUTH 57°42'54" EAST, 101.00 FEET; THENCE,
- 2) SOUTH 32°18'36" WEST, 63.91 FEET; THENCE TANGENTIALLY,
- 3) WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 57°41'24" WEST, 525.50 FEET, THROUGH A CENTRAL ANGLE OF 35°25'07", AN ARC LENGTH OF 324.85 FEET; THENCE TANGENTIALLY,
- 4) SOUTH 67°43'43" WEST, 506.12 FEET; THENCE TANGENTIALLY,
- 5) WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, THE CENTER OF WHICH BEARS SOUTH 22°16'17" EAST, 74.50 FEET, THROUGH A CENTRAL ANGLE OF 43°54'01", AN ARC LENGTH OF 57.08 FEET; THENCE TANGENTIALLY,
- 6) SOUTH 23°49'42" WEST, 64.25 FEET TO A POINT ON THE BOUNDARY OF SAID PHASE 3A REMAINDER PARCEL; THENCE ALONG SAID BOUNDARY, NON-TANGENTIALLY,
- 7) NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 25°13'39" WEST, 1,040.00 FEET, THROUGH A CENTRAL ANGLE OF 43°54'01", AN ARC LENGTH OF 57.08 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, TANGENTIALLY,
- 8) NORTH 77°30'36" WEST, 17.39 FEET; THENCE CONTINUING ALONG SAID BOUNDARY,
- 9) NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 12°29'24" WEST, 1,460.00 FEET, THROUGH A CENTRAL ANGLE OF 12°54'39", AN ARC LENGTH OF 328.99 FEET; THENCE CONTINUING ALONG SAID BOUNDARY,
- 10) NORTH 25°24'04" EAST, 100.00 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, NON-TANGENTIALLY,
- 11) EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 25°24'04" EAST, 1,360.00 FEET, THROUGH A CENTRAL ANGLE OF 0°29'23", AN ARC LENGTH OF 11.62 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, NON-TANGENTIALLY,

12) NORTH 24°54'41" EAST, 120.00 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, NON-TANGENTIALLY,

13) EASTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 24°54'41" EAST, 1,240.00 FEET, THROUGH A CENTRAL ANGLE OF 0°30'03", AN ARC LENGTH OF 10.84 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, NON-TANGENTIALLY,

14) NORTH 24°24'38" WEST, 51.00 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, NON-TANGENTIALLY,

15) WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, THE CENTER OF WHICH BEARS NORTH 24°24'38" EAST, 1,189.00 FEET, THROUGH A CENTRAL ANGLE OF 0°27'07", AN ARC LENGTH OF 9.38 FEET; THENCE CONTINUING ALONG SAID BOUNDARY, NON-TANGENTIALLY,

16) NORTH 32°17'06" EAST, 587.24 FEET; THENCE CONTINUING ALONG SAID BOUNDARY,

17) SOUTH 57°42'54" EAST, 9.50 FEET; THENCE CONTINUING ALONG SAID BOUNDARY,

18) NORTH 32°17'06" EAST, 51.00 FEET; THENCE CONTINUING ALONG SAID BOUNDARY,

19) NORTH 57°42'54" WEST, 302.50 FEET; THENCE CONTINUING ALONG SAID BOUNDARY,

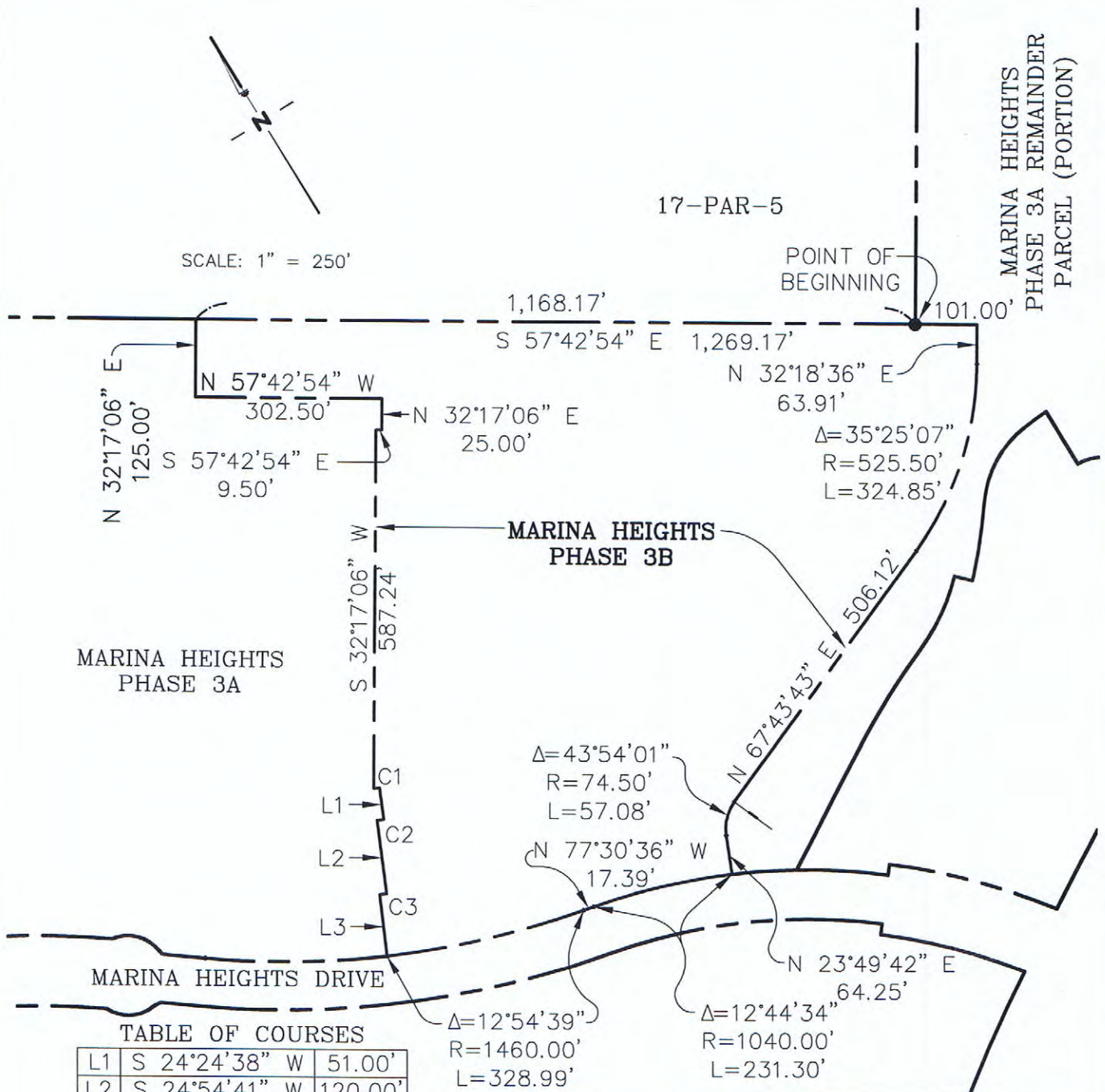
20) NORTH 32°17'06" EAST, 125.00 FEET; THENCE CONTINUING ALONG SAID BOUNDARY,

21) SOUTH 57°42'54" EAST, 1,168.17 FEET TO THE POINT OF BEGINNING.

CONTAINING 18.23 ACRES, MORE OR LESS.



2/10/21



NOTE:

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

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF PROPOSED MARINA HEIGHTS PHASE 3B, BEING A PORTION OF THE PARCEL 3A REMAINDER PARCEL SHOWN ON THE MAP FILED IN VOL. 24, "CITIES & TOWNS", PG. 65 OFFICIAL RECORDS OF MONTEREY COUNTY

CITY OF MARINA COUNTY OF MONTEREY STATE OF CALIFORNIA

BY

CENTRAL COAST SURVEYORS

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

SCALE: 1" = 250' JOB No. 15-91 FEBRUARY 2021

PREPARER: DRZ

EXHIBIT C

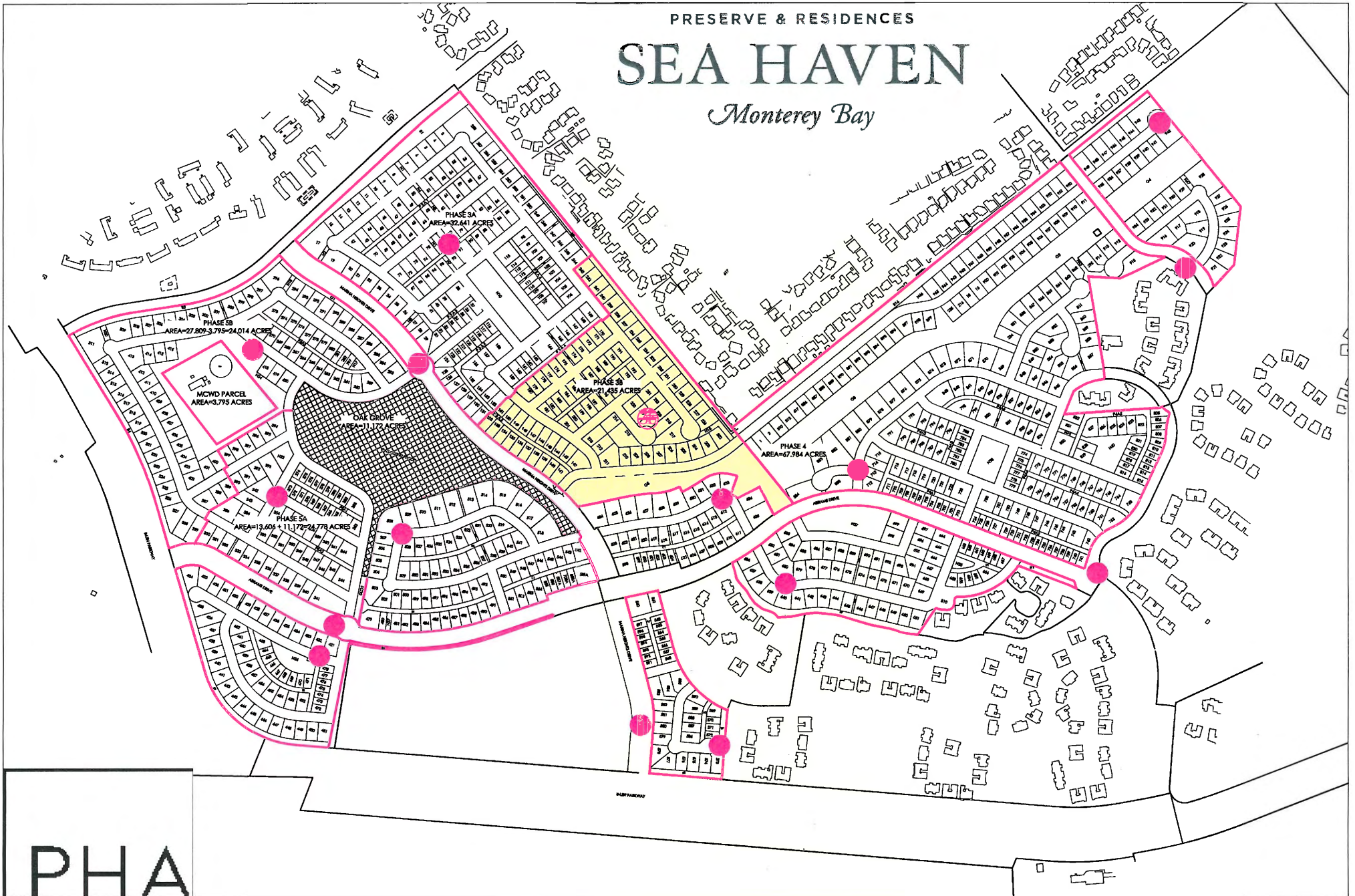
MAP OF DEVELOPMENT

DRAFT

PRESERVE & RESIDENCES

SEA HAVEN

Monterey Bay



PHA

EXHIBIT D
WILL SERVE LETTER

DRAFT



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD • MARINA, CA 93933-2099
Home Page: www.mcwd.org
TEL: (831) 384-6131 • FAX: (831) 384-2479

DIRECTORS
CHARLES H. SCHOLL
President

RONALD RUSSO
Vice-President

THOMAS P. MOORE
DAVID W. BROWN
KENNETH K. NISHI

March 12, 2004

Mr. Charles R. Lande
Cypress Marina Heights LLC
2716 Ocean Park Boulevard, Suite 3025
Santa Monica, CA 90405

Subject: Cypress Marina Heights LLC, Marina Heights, Marina, California

Dear Mr. Lande:

This letter is to confirm that the Marina Coast Water District (MCWD) can and will furnish water and sewer service to the Cypress Marina Heights project, including 1,050 homes, in the City of Marina upon your agreement with and completion of the following requirements to the satisfaction of MCWD:

1. The developer shall furnish a certified copy of a resolution from the City of Marina approving the Development that specifies the approved water allocation to the project by the City of Marina. It is our understanding that the City of Marina City Council approved a water allocation of 292.39 acre-feet/year for the project. The developer agrees to be solely responsible for determining annual wastewater generation estimates.
2. The developer shall enter into a Construction and Transfer of Water, Recycled Water, and Sewer Infrastructure Agreement with MCWD prior to beginning the preliminary plan review process or the plan check review process. An example of the standard agreement is contained in the MCWD *Procedure Guidelines And Design Requirements* of September 2003, (hereafter *Procedures*) Appendix 3. This agreement and any major infrastructure improvements shall be referenced in the developer agreements with the local jurisdiction.
3. All fees and charges shall be paid in accordance with MCWD Ordinances and at the time specified in the Infrastructure Agreement before initiating preliminary plan review, plan check review and connection to public water and sewer service.

Charles R. Lande
March 12, 2004
Page 2 of 3

4. The new water, recycled water, and the wastewater collection systems within the project area and connections to and/or abandonment of existing infrastructure shall comply with all MCWD Ordinances, the latest MCWD *Procedures*, and the latest MCWD *Standard Plans And Specifications For Construction Of Domestic Water, Sewer And Recycled Water Facilities* (hereafter *Standard Plans and Specifications*). The developer agrees to accept the transfer of ownership of all abandoned facilities as explained in the Infrastructure Agreement. In addition to conforming to MCWD design requirements, the developer agrees to meet California Department of Health Services and other regulatory agency requirements prior to constructing recycled water facilities.
5. The developer shall provide potable water (including fire flow) and recycled water demand quantities (maximum day, average day, and peak hour), and wastewater generation figures.
6. The developer shall identify any other infrastructure improvements outside the project area that may be necessary as a result of this project. The developer shall pay a proportionate share of the cost of these out-of-tract water and sewer improvements based on an assessment of project benefits.
7. All potable water, recycled water, and sewer infrastructure shall be placed within planned or existing public roadway right-of-way. All water and sewer infrastructure easements within the roadway right-of-way of the project will be conveyed to the MCWD prior to acceptance by MCWD.
8. The cost to relocate any existing infrastructure that is required as a result of this project shall be borne by the developer as described in the MCWD's *In-Tract Policy* dated January 28, 2004. The developer shall replace all existing in-tract water and sewer lines with new water and sewer lines necessary to serve the project. The developer shall also participate in the cost to relocate or improve existing facilities that are out-of-tract infrastructure as required to serve or facilitate the proposed development (relocation of wastewater lift stations or the Sand Tank facility).
9. If applicable, any existing wells, septic systems, water and/or sewer pipes within the property lines of the project shall be identified and shall be abandoned according to County Health Department and MCWD requirements.
10. Each business, tenant, residential unit, and common residential or commercial irrigated area, shall be individually metered in accordance with the latest version of MCWD *Standard Plans and Specifications*.
11. All documents shall show that the MCWD is the water purveyor and wastewater collection provider for the project.
12. The developer shall provide evidence that the project has been approved by all other regulatory agencies with permit or review authority over the project.

Charles R. Lande
March 12, 2004
Page 3 of 3

13. Project design and construction shall be in accordance with the most recent MCWD Ordinances, *Procedures*, and *Standard Plans and Specifications*. The latest MCWD *Procedures*, and *Standard Plans and Specifications* are dated September 2003. However, project design and construction shall be in accordance with the latest versions that are effective when the project plans are signed by MCWD.

Potable water that will be supplied to the development meets requirements of California Department of Health Services and is available for normal use and fire protection.

The MCWD may identify additional requirements upon review of project documents, plans and specifications. If that occurs, we will immediately inform you.

If you have any questions please contact Pete Koehn at (831) 582-2664 or me at 831-582-2665.

Sincerely,



Marc A. Lucca, P.E.
District Engineer

cc: Michael Armstrong -- MCWD
Lloyd Lowrey -- Noland, Hamerly, Etienne & Hoss
City of Marina Planning Department
File

EXHIBIT E

INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Builder's Risk Insurance - The Developer or the Developer's Contractor will provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified by the District, to insure against such losses until final acceptance of the work by the District. Such insurance shall include¹ explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor by the Developer shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

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

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

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

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

Marina Coast Water District

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

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

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Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-D

Meeting Date: April 19, 2021

Prepared By: Brian True

Approved By: Remleh Scherzinger

Reviewed By: Derek Cray, Donald Wilcox

Agenda Title: Consider Adoption of Resolution No. 2021-23 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Monterey Peninsula Management Group for the Abdy Way Subdivision Development Project

Staff Recommendation: The Board of Directors adopt Resolution No. 2021-23 approving a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Monterey Peninsula Management Group for the Abdy Way Subdivision development project.

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

Monterey Peninsula Management Group (Developer), a California Corporation, is preparing to construct a 9-home subdivision on a 1.95-acre parcel of land located at the southwest corner of the intersection of Abdy Way and Healy Avenue within the Central Marina service area. The Developer is requesting MCWD enter into this Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement, or IA) because the water and sewer infrastructure needing to be installed to serve the 9-homes will most appropriately be owned, operated, and maintained by MCWD. The City of Marina serves as the land-use jurisdiction over this development project. The Developer has deposited monetary resources with MCWD to conduct the preliminary work (through plan review) of their proposed development; their development account is in good-standing.

The City of Marina has provided MCWD with a letter indicating its allocation of 4.5-AFY of potable water to the project. The ability for MCWD to deliver up to 4.5-AFY to the project is within the current 3,020-AFY groundwater extraction privilege that MCWD has based on the 1996 Annexation Agreement and Groundwater Mitigation Framework for Marina Lands to which MCWD, the City of Marina, and Monterey County Water Resources Agency (among several other landowners) are party. The Central Marina potable water consumption varies from year-to-year but currently is roughly 1,600-AFY.

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

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

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

The new infrastructure being transferred to the District will be constructed within the public right-of-way, public utility easements, or within easements provided to MCWD by the Developer. The specific infrastructure proposed for transfer includes a PVC potable water pipeline, a PVC gravity sewer pipeline, associated sewer manholes, water valves, fire-hydrants, and other water and sewer appurtenances. The District does not have near-by recycled water facilities which the Development might connect to in order to serve future landscape irrigation needs; therefore, MCWD is not requiring the project to install recycled water pipelines/appurtenances. An Engineer's Estimation of Probable Costs, to serve as a basis for preparing the Performance and Labor and Materials Bonds specified by this Infrastructure Agreement, will be provided as an initial step in the planning and design process.

The Board of Directors is requested to approve this Infrastructure Agreement for the Abdy Way Subdivision development project.

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

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

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

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

Material Included for Information/Consideration: Resolution No. 2021-23; and, draft Infrastructure Agreement.

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

Board Action

Motion By Seconded By No Action Taken

Ayes Abstained

Noes Absent

April 19, 2021

Resolution No. 2021 - 23
Resolution of the Board of Directors
Marina Coast Water District

Approving a Water, Sewer, and Recycled Water Infrastructure Agreement Between
Marina Coast Water District and Monterey Peninsula Management Group for the
Abdy Way Subdivision Development Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on April 19, 2021 via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Monterey Peninsula Management Group (“Developer”), a California Corporation, has coordinated with the District on their Abdy Way Subdivision development project, consisting of new construction and related infrastructure, located within the Central Marina portion of the City of Marina; and,

WHEREAS, the City of Marina, acting as the land-use jurisdiction, has allocated a total water supply of 4.5-AFY (out of a total annual allotment of 3,012-AFY for Central Marina service area); and,

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure and Reimbursement Agreements between the Marina Coast Water District and Monterey Peninsula Management Group for the Abdy Way Subdivision development project and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED April 19, 2021, 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 _____

Jan Shriner, 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. 2021-23 adopted April 19, 2021.

Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

Abdy Way Subdivision

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WATER, SEWER AND RECYCLED WATER
INFRASTRUCTURE AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS; ALLOCATIONS; DISTRICT’S ROLE; TERM OF THIS AGREEMENT	4
2. DESIGN AND CONSTRUCTION REQUIREMENTS.....	6
3. TEMPORARY IRRIGATION	7
4. EXISTING WATER AND SEWER INFRASTRUCTURE/ANNEXATION	7
5. DISTRICT TO SERVE DEVELOPMENT	7
6. CAPACITY CHARGE.....	8
7. PROVISION FOR NONPOTABLE WATER USE	8
8. NON-COMPLETION OF PRIOR PROJECTS AND PHASES	8
7. LICENSED CONTRACTOR	8
8. PERMITS, EASEMENTS, AND RELATED COSTS	8
9. FINAL INSPECTION AND REIMBURSEMENT OF DISTRICT COSTS	9
10. UNDERGROUND OBSTRUCTIONS	9
11. AS-BUILT PLANS, SPECIFICATIONS, VALUES, ETC.....	9
12. INDEMNITY, INSURANCE, AND SURETIES.....	10
13. TRANSFER OF SYSTEM FACILITIES TO DISTRICT AFTER COMPLETION.....	10
14. DEVELOPER ASSISTANCE.....	11
15. WARRANTIES	11
16. NO WATER, RECYCLED WATER AND SEWER SERVICE PRIOR TO COMPLETION AND TRANSFER	12
17. PERFORMANCE.....	12
18. ASSIGNMENT	12
19. DISPUTE RESOLUTION PROCEDURE	13
20. WAIVER OF RIGHTS.....	14
21. NOTICES	14
22. SEVERABILITY.....	15
23. PARAGRAPH HEADINGS.....	15
24. SUCCESSORS AND ASSIGNEES	15
25. INTEGRATED AGREEMENT	15
26. NEGOTIATED AGREEMENT	15
27. ATTORNEYS FEES	15
28. EXHIBITS	16
29. DISCLAIMER/INDEMNITY REGARDING PUBLIC WORKS	17
30. NO THIRD PARTY BENEFICIARIES	17
30. COMPLIANCE WITH LAWS.....	17
32. COUNTERPARTS.....	16

Exhibits

EXHIBIT A – WATER ALLOCATION DOCUMENTATION

EXHIBIT B -- LEGAL DESCRIPTION

EXHBIT C -- MAP OF DEVELOPMENT

EXHIBIT D -- INDEMINIFCATION AND INSURANCE REQUIREMENTS

DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this _____ Day of _____ 20____ (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and **Monterey Peninsula Management Group, a California Corporation, with its principal offices at 192 Healy Avenue, Marina CA**, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement is **Abdy Way Subdivision**

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

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

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

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

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

d. “Development” means that certain property located **at Healy Avenue and Abdy Way in Marina, CA and legally described as APN 033-011-006-000 in Exhibit “B” and depicted on the map at Exhibit “C.”**

e. “Facilities” shall mean those certain infrastructure improvements and system provided for in this Agreement and as approved by District as part of its review of the Development plans, Facilities shall include, but not be limited to, pipes, pumps, electrical and instrumentation and controls.

f. “Procedures” means the District’s *Procedure Guidelines and Design Requirements*.

g. “Standards” means the District’s *Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities*.

h. “Water Allocation” means the total water allocated by the City/Land Use Jurisdiction for the Development as documented in Exhibit “A” and described in Exhibits “B” and “C”.

i. “FORA” means Fort Ord Reuse Authority or successor agency.

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that as a condition precedent for the performance of the District’s obligations hereunder, Developer

must provide proof to the satisfaction of the District that the City has approved the allocation of water capacity for the Development from the water and recycled water capacity allocated to the City by the Fort Ord Reuse Authority (FORA). The potable water allocation for this project covered by this Agreement is 4.5 AFY. Notwithstanding, neither the City nor the District may approve water allocations that exceed the allocations set by FORA or other appropriate agency of land use jurisdiction.

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

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

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all facilities required by this Agreement and the required warranty period, whichever occurs first, unless terminated sooner as provided in section 17 of this Agreement.

2. Design and Construction Requirements

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

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

2.1.2 The Developer shall comply with the District's most recent Procedures and the District's most recent Standards in effect at the time of construction when submitting project plans and specifications to the District for review and consideration for approval. District's review shall commence after the District determines compliance with District's

Procedures regarding the submittals and any other applicable State Regulatory Agency requirements, whichever are most stringent. District review of the Development's plans and specifications shall commence after receipt of the initial deposit (see Paragraph 2.1.7). District may approve plans concurrent with the City's approval.

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

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

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

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

Any surplus fees shall be returned to the Developer, or at Developer's request, held by the District and used to pay subsequent fees, e.g., construction inspection fees.

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

3. Temporary Irrigation [Not Used]

4. Existing Water and Sewer Infrastructure/Annexation

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

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

5. District to Serve Development

5.1 District will deliver water, recycled water and provide sewer service to the Development after final Board Acceptance of the conveyance of the facilities and final Board Acceptance of the facilities (see *Procedures* section 300.25). Thereafter, the District will bill and serve the end-user(s) directly. The Developer shall pay the prepayment of applicable meter fees and Capacity Charges, cross connection charges, and all other applicable fees and charges for service on the former Fort Ord (or City, as the case may be). Once the applicable fees and charges are determined and paid in full, the District will immediately begin water service with the installation of the water meter(s). The District shall provide sewer service upon installation of water meters and payment of all applicable fees. The District's obligations in this section are subject to District's rules, regulations, policies and ordinances, which may be updated from time to time.

6. Capacity Charge

6.1 The current capacity charges, as of January 1, 2021 for water and sewer services are \$5,715 per EDU and \$2,214 per EDU, respectively. These charges are due prior the installation of water meters. The District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District's approval procedures for such charges. Developer agrees to pay the capacity charge in effect at the time of providing services.

7. Provision for Non-Potable Water Use [NOT USED]

8. Non-Completion of Prior Projects and Phases

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

9. Licensed Contractor

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

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

10. Permits, Easements, and Related Costs

10.1 Except as otherwise provided in this Agreement, the Developer shall obtain all necessary local, county and state permits (including encroachment permits) and conform to requirements thereof. Developer shall obtain all easements (excluding easements within existing public rights of way) necessary for ingress and egress to and from the facilities for the purpose of installation, operation, maintenance, replacement and removal of said facilities and for the location of the facilities. Pipeline easements shall be 20 feet in width or as otherwise agreed by the District

Engineer and Developer. Easements shall be in a form approved by the District and it shall be the Developer's responsibility to have the approved easements recorded. Developer shall provide proof of recordation of the easements, in a form satisfactory to the District, prior to the District's obligation to provide any of the services contemplated by this Agreement.

9. Final Inspection and Reimbursement of District Costs

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

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

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

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

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

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

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

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

12. Indemnity, Insurance, and Sureties

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

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

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

12.4 Submittal of Insurance Certificates and Surety - The required insurance certificates shall be delivered prior to commencement of construction. The required performance and payment surety shall be delivered to the District prior to District approval of plans and specifications. No work may be commenced under this Agreement unless and until all required insurance certificates and performance and payment sureties are submitted to and approved by the District. The Warranty surety shall be provided prior to the District's acceptance of the facilities, and shall remain in effect for the duration specified in Section 15.1.

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

13. Transfer of System Facilities to District after Completion

13.1 Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust), and deliver a conveyance satisfactory in form and content to

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

14. Developer Assistance

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

15. Warranties

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

for all such costs (including District's own labor costs) incurred.

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

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

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

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

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

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

17. Performance

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

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

18. Assignment

18.1 Neither party may assign their rights or obligations under this Agreement within its term

without the written consent of the other party.

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

19. Dispute Resolution Procedure

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

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

19.3 Mediation - Either party may demand, and shall be entitled to, mediation of any dispute arising under this agreement at any time after completing the meet and confer process described in subsection 19.2. Mediation shall commence not more than ten (10) days after the initial mediation demand and must be concluded not more than thirty (30) days after the date of the first mediation demand. If mediation is not concluded within that time, then either party may demand arbitration as set forth in Section 19.4.

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

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

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

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

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

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

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

BY INITIALING THIS PROVISION BELOW, THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING ARBITRATION PROVISIONS AND AGREE TO SUBMIT ANY DISPUTES UNDER THIS AGREEMENT TO NEUTRAL BINDING ARBITRATION AS PROVIDED IN THIS AGREEMENT.

MCWD’s INITIALS_____

Developer’s: INITIALS_____

20. Waiver of Rights

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

21. Notices

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

To District: Marina Coast Water District
Attn: General Manager

11 Reservation Road
Marina, California 93933

To Developer: Monterey Peninsula Engineering Management Group
Attn: Peter Taormina
192 Healy Ave
Marina Ca 93933

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

22. Severability

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

23. Paragraph Headings

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

24. Successors and Assignees

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

25. Integrated Agreement

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

26. Negotiated Agreement

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

27. Attorneys Fees

27.1 If arbitration or suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the arbitrator or Court, in addition to any other relief granted. The "prevailing party" shall be the party entitled to recover costs of suit, whether or not the suit proceeds to arbitrator's award or judgment. A party not entitled to recover costs shall not

recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of an award or judgment for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

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

28. Exhibits

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

29. Disclaimer/Indemnity Regarding Public Works

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

30. No Third Party Beneficiaries

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

31. Compliance with Laws

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

32. Counterparts

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

By: DEVELOPER,

Secretary
Monterey Peninsula Engineering Management Group

By DISTRICT

Remleh Scherzinger, General Manager
Marina Coast Water District

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EXHIBIT A

WATER ALLOCATION DOCUMENTATION

DRAFT

City of Marina



City of Marina
211 HILLCREST AVENUE
MARINA, CA 93933
831-884-1278; FAX 831-384-9148
www.cityofmarina.org

April 1, 2021

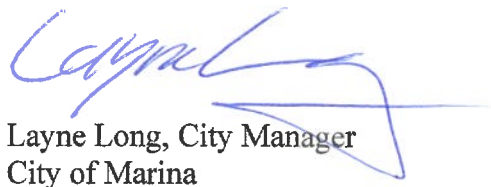
Mr. Brian True
Marina Coast Water District
11 Reservation Road
Marina, California 93933

RE: Water Allocation for the Abdy Way Subdivision

Dear Brian:

This letter is to inform you of the City of Marina's approval to allocate 4.5 AFY of potable water to the Abdy Way Subdivision, located on the southeast corner of Healy Avenue and Abdy Way. This allocation is a portion of the 3,020-AFY groundwater extraction limit placed on City of Marina/MCWD within the 1996 Annexation and Groundwater Mitigation Framework for Marina Area Lands

Respectfully,



Layne Long, City Manager
City of Marina

EXHIBIT B
LEGAL DESCRIPTION

DRAFT

EXHIBIT A

The land referred to is situated in the County of Monterey, City of Marina, State of California, and is described as follows:

Beginning at the point of intersection of the Southwesterly line of Healy Avenue with the Southeasterly line of Abdy Way as said Avenue and Way are shown on that certain Map entitled, "Locke-Paddon Company's Bayside Subdivision of Monterey City Lands", filed for record February 8, 1916 in the Office of the County Recorder of Monterey County in Volume 2 of Maps and Grants, (Outside Lands), at Page 15 therein, running thence S. 55° E., along said Southwesterly line of Healy Avenue, 475.74 feet; thence at right angles S. 34° 32' W., parallel to said Southeasterly line of Abdy Way, 252.80 feet to a point on the Southwesterly line of Lot 8 as said Lot 8 is shown on said map of Bayside Subdivision; thence N. 55° 28' W., along said Southwesterly line of Lot 8, 475.75 feet to a point on said Southeasterly line of Abdy Way; thence N. 34° 32' E., along said line of Abdy, 252.80 feet to the point of beginning, being a portion of Lot 8.

Excepting therefrom following described property:

Beginning at a point on the Southwesterly of Healy Avenue distant S. 55° E., 359.75 feet along said Southwesterly line of Healy Avenue, from the point of intersection of the said Southwesterly line of Healy Avenue with the Southeasterly line of Abdy Way as said Avenue and Way are shown on that certain Map entitled, "Locke-Paddon Company's Bayside Subdivision of Monterey City Lands", filed for record February 8, 1916 in the Office of the County Recorder of Monterey County in Volume 2 of Maps and Grants, (Outside Lands), at Page 15 therein, running thence from said point of beginning

(1) S. 34° 32' W., parallel to said Southeasterly line Abdy Way 252.80 feet to a point on the Southwesterly line of Lot 8 of said Bayside Subdivision; thence

(2) S. 55° 28' E., 116.00 feet along said Southwesterly line of said Lot 8; thence leaving said Southwesterly line of Lot 8

(3) N. 34° 32' E., parallel to said Southeasterly line of Abdy Way, 252.80 feet; thence along said Southwesterly line of said Healy Avenue

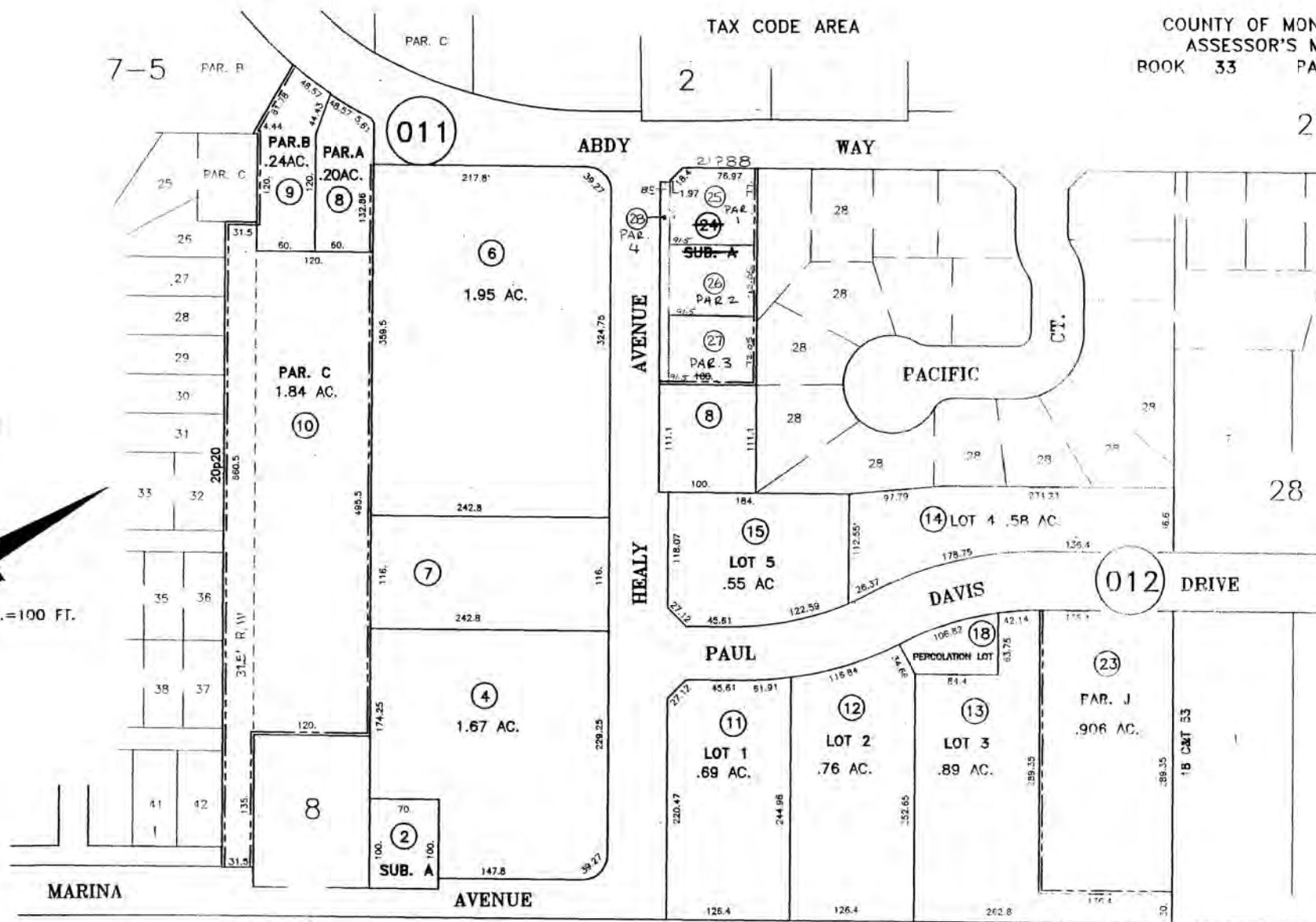
(4) N. 55° 28' W., 116.00 feet to the point of beginning and being a portion of said Lot 8.

Also excepting therefrom all that portion thereof conveyed in the Deed from Beryl Hartsock, et al, to County of Monterey, dated May 28, 1966 and recorded June 3, 1966 in [Reel 464 of Official Records of Monterey County, at Page 242.](#)

APN: 033-011-006-000

27

28



SCALE: 1 IN. = 100 FT.

S. P. R. R.

DEL MONTE BLVD.

TRACT NO. 1223
OAKRIDGE BUSINESS PARK
RECORDED 10-7-94

LOCKE-PADDON
BAYSIDE SUBD. OF M.C.L.
LOTS 8 THRU 12 AUG 25 2003

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY

EXHIBIT C

MAP OF DEVELOPMENT

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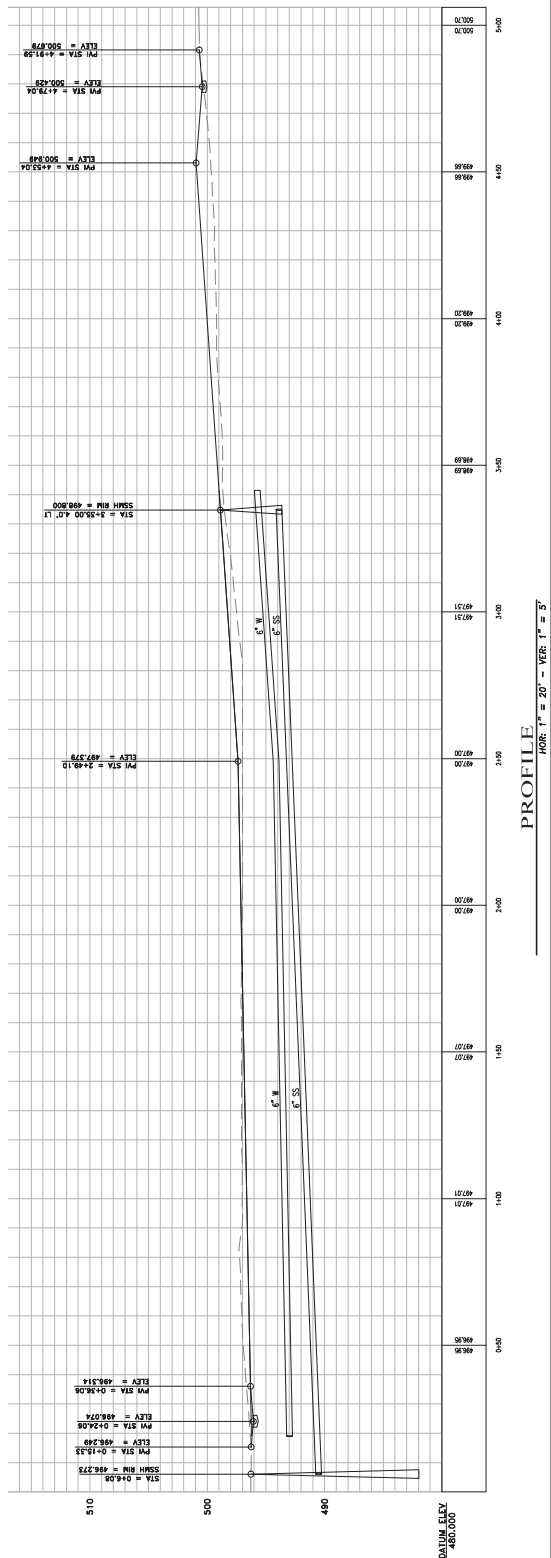
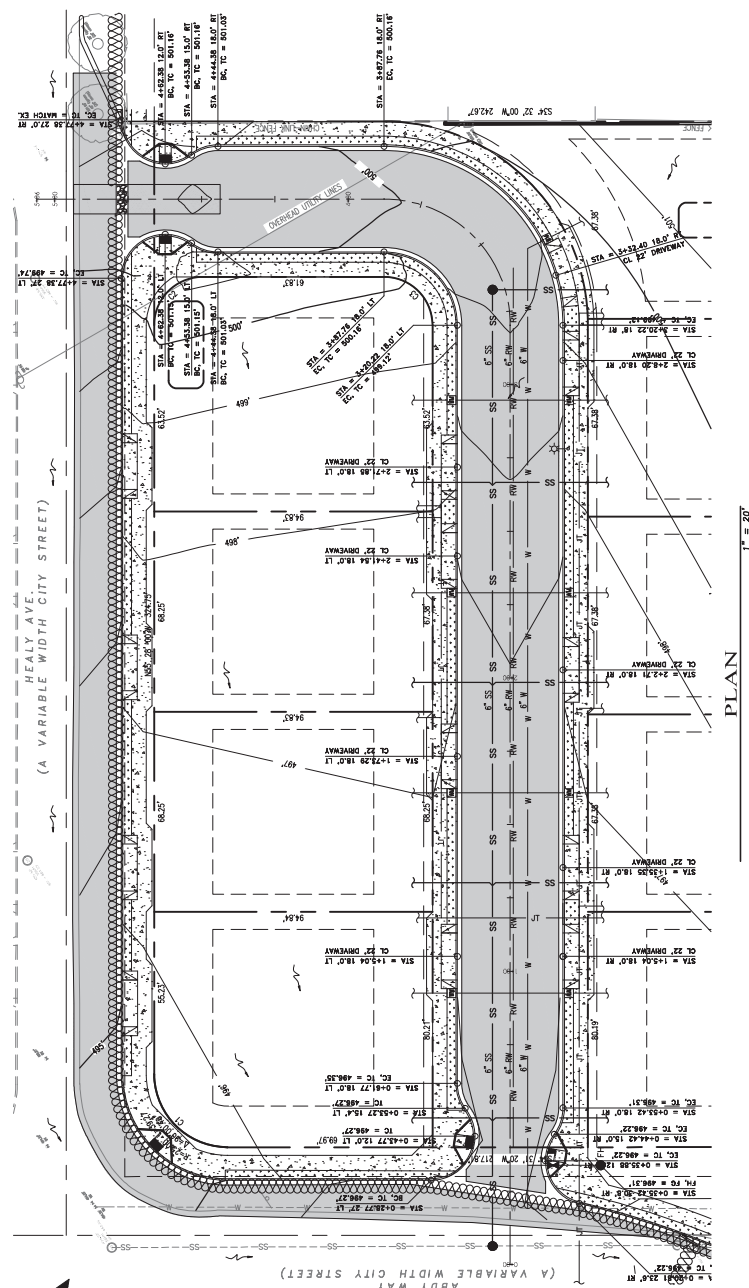
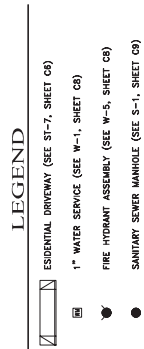


EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **General Liability** - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to

the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

8. Builder's Risk Insurance - The Developer or the Developer's Contractor will provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified by the District, to insure against such losses until final acceptance of the work by the District. Such insurance shall include¹ explosion, collapse, underground excavation and removal of lateral support. The District shall be a named insured on any such policy. The making of progress payments to the Contractor by the Developer shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

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

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

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

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

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

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

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Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-E

Meeting Date: April 19, 2021

Prepared By: Don Wilcox

Approved By: Remleh Scherzinger

Agenda Title: Consider Adoption of Resolution No. 2021-24 to Approve Amendment No. 9 to the Professional Services Agreement with Carollo Engineers for Design of the Regional Urban Water Augmentation Project Distribution Mains Project – CIP #RW-0174

Staff Recommendation: Staff recommends that the Board of Directors consider adopting Resolution No. 2021-24 approving Amendment No. 9 to the Professional Services Agreement with Carollo Engineers to add \$70,878 to amend plans for the Regional Urban Water Augmentation Project (RUWAP) Distribution Mains Phase.

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

On June 15, 2020, the MCWD Board awarded a construction Contract to Monterey Peninsula Engineers (MPE) for the Regional Urban Water Augmentation Project (RUWAP) - Recycled Water Distribution Pipelines Phase. That project includes six of the pipeline segments recommended in the District's Recycled Water Master Plan to connect existing recycled water pipelines to the recycled water transmission pipeline in order to distribute recycled water throughout the District as shown on the attached Figure 1.

As of April 7, 2021, that project has reached 55% of contract time and 42% of contract budget. MPE is just finishing the pipelines in Imjin Blvd and will be moving to Reservation Road to construct that pipeline which will complete all pipeline construction portions of the current RUWAP project. The 9th Street recycled water pipeline (P-6) between 5th avenue (California Ave) and Parkview Way had to be removed from the RUWAP project due to 9th Street in that stretch has not yet been recorded as public right-of-way or public utility easement as required in order to use State Revolving Fund (SRF) funding, and the developer is not willing to construct that section of recycled water line while they are constructing their development's water and sewer pipelines.

The attached Figure 8.1 shows ten recycled water pipelines recommended in the District's Recycled Water Master Plan (RWMP). Pipeline segments P-3, P-7, P-9 and P-10 were not included in the current RUWAP project as they were the lowest priority and based on cost estimates when the RUWAP Distribution project was planned funding was not available to construct all of the Master Planned recycled water pipelines segments. And as mentioned above, pipeline segment P-6 was removed from the RUWAP project.

The overall Transmission Main Project finished under budget and the Distribution Pipelines Project low bid also came in under budget. In addition the Distribution Pipelines phase has also experienced several cost savings including a \$285,000 IRWMP grant, approximately \$100,000 savings on the Blanco Road & Reservation Road crossing, deletion of the 9th Street segment P-6 for approximately \$221,000 and has used less than 50% of the project construction contingency amount.

Given the overall RUWAP funding status, there is sufficient headroom in the SRF funding to potentially fund additional pipeline segments identified in the RWMP but not included in the current RUWAP Distribution Pipelines phase. Also, staff have identified a small gap in the existing recycled water system on 9th Street crossing the 2nd Avenue intersection that was not included in the RWMP that should be constructed with the current Distribution Pipelines Project.

In order to have a more complete recycled water distribution system, staff recommends adding segment P-7 as recommended in the RWMP to connect the 2nd Avenue corridor all the way up to Imjin Blvd including the Imjin Office Park. The Board may also wish to consider adding some or all of the distribution pipelines recommended in the RWMP but not included in the RUWAP Distribution Pipelines phase which would include segments P-3, P-7 (mentioned above), P-9 and P-10 as shown on the attached Figure 8.1 from the RWMP and briefly described below:

- P-3: Construct approximately 2300 feet of new 8-inch pipeline in Abrams Drive from Imjin Parkway to Bunker Hill Drive with an estimated cost of \$421,146
- P-7: Construct approximately 750 feet of new 8-inch pipeline in 2nd Avenue from 9th Street to 10th Street with an estimated cost of \$137,300
- P-9: Construct approximately 2350 feet of 8-inch pipeline from the Blackhorse Recycled Water Reservoir to Eucalyptus Road with an estimated cost of \$571,055
- P-10: Construct approximately 2350 feet of new 8-inch pipeline in Normandy Road from General Jim Moore Blvd to the Veteran's Cemetery with an estimated cost of \$430,302

The Board may also wish to add back in pipeline segment P-6 if public ROW or easement is recorded in time to construct that segment within the SRF funding period (\$221,000 from the current MPE contract).

Discussion/Analysis: SRF grant and loan financing is available to fund additional segments of recycled water distribution pipelines as identified in the current RWMP but not included in the RUWAP Distributions Pipelines phase. Staff recommends proceeding with design and requesting change order pricing from MPE for construction costs to put together a revised project and funding Action Item for Board consideration at the May 17, 2021 Board meeting.

Carollo Engineers has been under contract with the District for all design and engineering services during construction of the RUWAP projects. The contract was amended by the Board as the various phases of the RUWAP projects were completed. Staff requested proposals from Carollo to perform design for the two next-highest priority pipeline segments from the RWMP; segments P-7 and segment P-10. Carollo's proposals are included as attachments and are for \$24,148 for segment P-7 and \$46,730 for segment P-10 for a total design cost of \$70,878. Environmental costs for these two segments are estimated at \$13,346 and construction costs are estimated to be \$567,602 for a total estimated cost of \$651,826 to add recycled water pipeline segments P-7 and P-10. If approved to move forward staff will bring construction change orders to the Board's May 2021 meeting for consideration.

Staff is requesting Board approval of the design costs presented above or any combination of the four remaining recycled water pipeline segments recommended in the RWMP, as well as Board direction regarding whether or not to add back into the project segment P-6 if the developer records the ROW or PUE in time.

April 19, 2021

Resolution No. 2021-24
Resolution of the Board of Directors
Marina Coast Water District
Approving Amendment No. 9
to the Professional Services Agreement with Carollo Engineers for the
Regional Urban Water Augmentation Project - Distribution Pipelines Phase – CIP #RW-0174

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on April 19, 2021 via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, on June 15, 2020, the MCWD Board awarded a construction Contract to Monterey Peninsula Engineers (MPE) for the Regional Urban Water Augmentation Project (RUWAP) - Recycled Water Distribution Pipelines Phase; and,

WHEREAS, the RUWAP included the six highest priority recycled water pipeline segments from the District’s Recycled Water Master Plan (RWMP) to connect existing recycled water lines to the recycled water transmission main as necessary to distribute recycled water throughout the District; and,

WHEREAS, the remaining four recycled water pipeline segments from the RWMP were not included in the RUWAP project as they were the lowest priority and funding may not have been available to construct all of the Master Planned recycled water pipelines segments based on cost estimates when the RUWAP Distribution project was planned; and,

WHEREAS, the RUWAP projects are funded by a State Revolving Fund (SRF) grant and loan; and,

WHEREAS, both RUWAP project bids and costs have come in below estimates and there have also been additional cost savings during the projects sufficient to add additional recycled water pipeline segments to the RUWAP Distribution Pipelines Phase; and,

WHEREAS, additional recycled water pipeline segments added to the project can be added to the environmental compliance documents via addendum; and,

WHEREAS, design of additional recycled water pipeline segments to be added to the RUWAP will result in an increased level of effort by Carollo as necessary to survey and develop construction plans and provide engineering during construction services; and,

WHEREAS, staff recommends that the District add recycled water pipeline segments P-7 and P-10 as shown in the RWMP to the project and also consider adding recycled water pipeline segments P-3 and P-9 to the project; and,

WHEREAS, Carollo Engineers has submitted the attached scope and fee estimate proposals for the total not-to-exceed dollar amount of \$70,878 for design services for recycled water pipeline segments P-7 and P-10; and,

WHEREAS, staff is recommending that the Board amend the Carollo Engineers Professional Service Agreement to cover this additional work.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve the attached Amendment No. 9 to the Professional Services Agreement with Carollo Engineers to add the total dollar amount of \$70,878 for additional services necessary to amend plans for the Regional Urban Water Augmentation Project (RUWAP) distribution mains.

PASSED AND ADOPTED on April 19, 2021 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 _____

Jan Shriner, 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. 2021-24 adopted on April 19, 2021.

Remleh Scherzinger, Secretary

**AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT FOR
FINAL DESIGN AND BIDDING SERVICES FOR THE RECYCLED WATER
PIPELINE, BLACKHORSE RESERVIOR AND ON-CALL SERVICES FOR THE
REGIONAL URBAN WATER AUGMENTATION PROJECT (RUWAP)
BETWEEN
MARINA COAST WATER DISTRICT
AND
CAROLLO ENGINEERS**

AMENDMENT NO. 9

The Professional Services Agreement between the Marina Coast Water District (DISTRICT) and Carollo Engineers (CONSULTANT), for Final Design and Bidding Services for Recycled Water Pipelines, the Blackhorse Reservoir and On-Call Services for the Regional Urban Water Augmentation Project (RUWAP) dated May 14, 2009 (AGREEMENT) amended May 26, 2010, March 21, 2016, August 22, 2017, April 17, 2018, September 16, 2019, December 16, 2019, January 21, 2020 and April 20, 2020 is hereby amended.

The undersigned CONSULTANT agrees to furnish the following as a modification to the original Scope: The scope and fee for this amendment is incorporated into the contract document as Attachment A. The scope generally may be described as:

- **Segment P7** - Carollo will prepare 90% and 100% final design drawings (2 plan/profile drawings anticipated) of approximately 750 linear feet of new 8-inch diameter recycled water pipeline in 2nd Avenue from 9th Street to 10th Street. Carollo will contract with Whitson Engineering to prepare current background topographic mapping.
- **Segment P10** - Carollo will prepare 90% and 100% final design drawings (4 plan/profile drawings and 1 backflow device detail drawing anticipated) of approximately 3,400 linear feet of new 8- inch diameter recycled water pipeline in Normandy Road from the transmission main at Chapel Drive to Parker Flats Cut Off Road.

Carollo's fee estimate for the work conducted under this amendment is an hourly charge rate multiplied by the actual hours directly chargeable to the project with a not-to-exceed value for this amendment of \$104,908.

With this amendment, the contract values and completion date are understood to be:

Original Contract Value:	<u>\$ 252,000.00</u>
Amendment No.1 Value:	<u>\$ 344,809.00</u>
Amendment No.2 Value:	<u>\$ 391,325.00</u>
Amendment No.3 Value:	<u>\$ 453,137.00</u>

Amendment No.4 Value: \$ 478,801.00

Amendment No.5 Value: \$ 341,606.00

Amendment No.6 Value: \$ 32,717.00

Amendment No.7 Value: \$ 19,945.00

Amendment No.8 Value: \$ 104,908.00

Amendment No.9 Value: \$ 70,878.00

New Contract Value w/Amendment No. 9: \$ 2,490,126.00

New PS&E Completion Date: December 31, 2021

All other articles of the AGREEMENT remain the same.

DISTRICT and CONSULTANT have caused the Agreement to be amended by representatives duly authorized to act, all as of the effective date of April 20, 2020.

Prepared By: _____
Don Wilcox, Senior Engineer

Date: April 19, 2021

Accepted: Marina Coast Water District

CONSULTANT
Carollo Engineers

By: _____
Remleh Scherzinger

By: _____

Title: General Manager

Title: _____

April 6, 2021

Mr. Donald Wilcox, PE
Interim District Engineer
Marina Coast Water District
920 2nd Avenue, Suite A
Marina, CA 93933

Subject: Proposal for Engineering Services for the 2nd Avenue Recycled Water Pipeline and Normandy Road Recycled Water Pipeline

Dear Mr. Wilcox:

As requested by the Marina Coast Water District (District), below is a proposal to provide final design of the 2nd Avenue Recycled Water Pipeline and Normandy Road Recycled Water Pipeline:

Background

In May 2020, the District completed the Final Recycled Water Master Plan (Master Plan), which identified the need for:

- Approximately 750 linear feet of 8-inch recycled water pipeline in 2nd Avenue between 9th Street and 10th Street (segment P7 in the Master Plan)
- Approximately 3,300 linear feet of 8-inch recycled water pipeline in Normandy Road between the existing transmission main at Chapel Drive and Parker Flats Cut Off Road (segment P10 in the Master Plan).

Carollo designed a number of recycled water pipeline segments identified in the Master Plan as part of the Regional Urban Water Augmentation Project (RUWAP) Distribution Mains, which is currently under construction, however segments P7 and P10 were not included because they were a lower priority at that time. RUWAP Distribution Mains was awarded to Monterey Peninsula Engineering (MPE) in June 2020 and MPE is currently in construction.

Segment P7 is needed to connect to the existing recycled water pipelines serving University Villages, the VA Outpatient Facility, and Dunes on Monterey Bay Retail Center, which are currently using a temporary potable water connection for irrigation. Segment P10 is needed to provide recycled water service to the Veterans Cemetery. The design would be expedited so that MPE could provide a quote to construct these additional pipelines through the change order process using unit prices from the June 2020 bid. The District is currently working with the environmental compliance consultant (Denise Duffy & Associates) to confirm this work is generally covered under existing CEQA documentation.

Scope of Work

Per District request, the scope of work for Segment P7 and P10 are separately scoped and budgeted.

1. Segment P7

Carollo will prepare 90% and 100% final design drawings (2 plan/profile drawings anticipated) of approximately 750 linear feet of new 8-inch diameter recycled water pipeline in 2nd Avenue from 9th Street to 10th Street. Carollo will contract with Whitson Engineering to prepare current background topographic mapping.

2. Segment P10

Carollo will prepare 90% and 100% final design drawings (4 plan/profile drawings and 1 backflow device detail drawing anticipated) of approximately 3,400 linear feet of new 8-inch diameter recycled water pipeline in Normandy Road from the transmission main at Chapel Drive to Parker Flats Cut Off Road.

Fee Estimate

A summary of the fee estimate is below and the detailed fee estimate is attached.

1. Segment P7: \$24,148
2. Segment P10: \$46,730

Designing both segments at the same time would reduce the total cost by approximately 8%.

Schedule

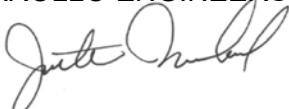
From acceptance of this proposal, existing utility information will be requested within one week, land surveying will be completed in 8 weeks, 90% drawings will be completed within 3 weeks after receiving land survey and submitted for District review and comment, and 100% drawings will be completed within 2 weeks after receiving District review comments.

Assumptions

- Specifications are not needed.
- Utility potholing is not needed.
- Property acquisition is not needed (temporary or permanent easements).
- Geotechnical and corrosion engineering is not needed.

Please contact me at 925-977-3057 if you have any questions or would like to discuss.

Sincerely,
CAROLLO ENGINEERS, Inc.



Jonathon P. Marshall, P.E.
Project Manager

Marina Coast Water District - Proposal for Engineering Services, Project # MW-0XXX, 2nd Avenue RW Pipeline & Normandy Road RW Pipeline																			
Fee Estimate																			
Task	Description	Carollo										Sub-Consultants				Other Direct Costs		Totals	
		Principal (QC)	PM / PE	Structural / Electrical	Project Professional	Staff Engineer	CADD Tech	Document Processing	Subtotals		PECE	Survey (Whitson)	Potholing (Badger)	Subtotals	Markup	Misc. Costs and Printing	Travel		
									Hours	Budget									10%
1	2nd Avenue Recycled Water Pipeline	1	8	\$265	\$245	\$175	\$188	\$118	65	\$ 12,725	\$ 761	\$ 9,465.00	\$ -	\$ 9,465	\$ 946.50	\$ -	\$ 250.00	\$ 24,148	
	Subtotal	\$ 285	\$ 2,120	\$ -	\$ -	\$ 2,890	\$ 7,520	\$ -	65	\$ 12,725	\$ 761	\$ 9,465	\$ -	\$ 9,465	\$ 947	\$ -	\$ 250	\$ 24,148	
2	Normandy Road Recycled Water Pipeline	1	16			32	80		129	\$ 25,165	\$ 1,509	\$ 18,005.00	\$ -	\$ 18,005	\$ 1,800.50	\$ -	\$ 250.00	\$ 46,730	
	Subtotal	\$ 285	\$ 4,240	\$ -	\$ -	\$ 5,600	\$ 15,040	\$ -	129	\$ 25,165	\$ 1,509	\$ 18,005	\$ -	\$ 18,005	\$ 1,801	\$ -	\$ 250	\$ 46,730	

April 2, 2021

Job No.: 3708.00

Mr. Jonathon P. Marshall, PE
CAROLLO ENGINEERS
2795 Mitchell Drive
Walnut Creek, CA 94598

Via email: JPMarshall@carollo.com

Proposed Scope of Land Surveying Services
MCWD RUWAP Additional Laterals – Topographic Mapping

Dear Mr. Marshall:

Thank you for contacting us regarding your need for additional topographic mapping in support of your design of Marina Coast Water District's (MCWD) Regional Urban Water Augmentation Project (RUWAP) distribution laterals. Per your request, we are proposing the following additional work:

SCOPE OF SERVICES

Task 1 – Second Avenue Mapping

We will provide 1"=40 scale / 1' contour aerial strip mapping of a portion of 2nd Avenue between 9th Street and 10th street in Marina, CA, as shown on the attached exhibit. Mapping extents will include up to 10 feet behind the existing sidewalks. Aerial mapping will be supplemented with ground-based supplemental surveying as outlined below:

- 1.1 Coordinate survey tasks with client and subconsultant. Coordinate site access and safety, and schedule field work.
- 1.2 Review / recover existing survey control from the original RUWAP pipeline mapping. Establish and survey 5 aerial mapping targets for aerial mapping control purposes. Tie to existing control and at least two existing boundary corners of record to allow the record parcel boundaries to be overlaid with the mapping (note: this will not constitute a boundary survey)
- 1.3 Perform supplemental ground-based surveying of areas obscured by tree canopy and of other specific features not expected to be discernable in the aerial mapping, including:
 - observed surface evidence of underground utilities (e.g. manholes, valves, boxes, vaults, etc., pre-existing paint marks or pin flags (as provided by others), within the mapping limits
 - Measurement of invert elevation for storm drain inlets / catch basins, culverts, including pipe diameters and materials where discernable.
 - Survey trees with trunks greater than 6" diameter within the mapping limits
- 1.4 Review previously received utility information and reconcile record information

with surveyed surface evidence. Draft presumed locations of underground utilities in CAD. (Note: based on our previous experience working on projects located within the former Fort Ord we have learned that much of the available record utility information is unreliable. As such our depiction of underground utilities may be incomplete or inaccurate. Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted.)

- 1.5 Research / review recorded maps showing the vicinity. Plot the record right-of-way boundary in CAD, and align with the mapping based on boundary monuments located during the control survey.
- 1.6 Format mapping to utilize Carollo CAD standards. Provide a control coordinate listing, basis of bearings and benchmark notes suitable for inclusion on design drawings. Provide Client with CAD drawings in AutoCAD Civil 3D 2018 format. Provide a 0.2' color digital orthophoto in .tif/.tiff format.

Task 2 – Normandy Road Mapping

We will provide 1"=40 scale / 1' contour aerial strip mapping of a portion of approximately 2,900 feet of Normandy Road in Seaside, CA, between Chapel Road and Parker Flats Cutoff, as shown on the attached exhibit. Mapping extents will include up to 10 feet behind the existing sidewalks or 15' behind the curb in areas without sidewalk. Aerial mapping will be supplemented with ground-based supplemental surveying as outlined below:

- 2.1 Coordinate survey tasks with client and subconsultant. Coordinate site access and safety, and schedule field work.
- 2.2 Review / recover existing survey control from the original RUWAP pipeline mapping. Establish and survey 7 aerial mapping targets for aerial mapping control purposes. Tie to existing control and at least two existing boundary corners of record to allow the record parcel boundaries to be overlaid with the mapping (note: this will not constitute a boundary survey)
- 2.3 Perform supplemental ground-based surveying of areas obscured by tree canopy and of other specific features not expected to be discernable in the aerial mapping, including:
 - observed surface evidence of underground utilities (e.g. manholes, valves, boxes, vaults, etc., pre-existing paint marks or pin flags (as provided by others), within the mapping limits
 - Measurement of invert elevation for storm drain inlets / catch basins, culverts, including pipe diameters and materials where discernable.
 - Survey trees with trunks greater than 6" diameter within the mapping limits
- 2.4 Review previously received utility information and reconcile record information with surveyed surface evidence. Draft presumed locations of underground utilities in CAD. (Note: based on our previous experience working on projects located within the former Fort Ord we have learned that much of the available record utility information is unreliable. As such our depiction of underground utilities may be incomplete or inaccurate. Lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted.)
- 2.5 Research / review recorded maps showing the vicinity. Plot the record right-of-

way boundary in CAD, and align with the mapping based on boundary monuments located during the control survey.

- 2.6 Format mapping to utilize Carollo CAD standards. Provide a control coordinate listing, basis of bearings and benchmark notes suitable for inclusion on design drawings. Provide Client with CAD drawings in AutoCAD Civil 3D 2018 format. Provide a 0.2' color digital orthophoto in .tif/.tfw format.

EXCLUSIONS:

The following work is specifically excluded from the Surveyor's Scope of Services:

1. Design services
2. Changes in scope of work
3. Underground utility locating, potholing
4. Construction Staking
5. Any work not specifically included in the above Scope of Services

Please note that upon your request, we could provide the above services at an additional cost.

PAYMENT & PROVISIONS

Our fee for the services described in the above Scope of Services will be as per the attached cost worksheet, summarized as follows:

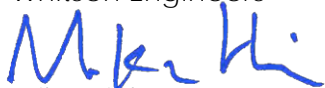
Task 1 \$9,465
Task 2 18,005
Total \$27,470

Note: Fees listed above are the standalone costs for each task. If both tasks are authorized simultaneously our fee will be reduced by \$2,000 due to a reduction in mobilization costs.

Progress billings will be on a percent complete basis as work is being completed. Authorized Additional Services, if any, will be billed on a time and materials basis in accordance with the rates shown on the Surveying Cost Estimate. We will schedule the work as soon as we receive a written authorization to proceed, terms and conditions as to be mutually agreed; subcontract to be provided by client.

Thank you again for this opportunity to provide this proposal. If you have any questions or need more information, please give me a call at (831)649-5225.

Sincerely,
Whitson Engineers



Mike Hink
Licensed Surveyor
For: Richard Weber PE, LS
LS8002

Budget Estimate

RUWAP Additional Lateral Mapping - 2021
Marina and Seaside, CA

4/2/2021
Job No.: 3708.00

TASK 1 SECOND AVENUE MAPPING							
DESCRIPTION	PE	LS	AE1	FSC1	FSC2	TOTAL	COST
1.1 Project Planning & Coordination		2				2	\$ 350
1.2 Control Survey / Aerial Panels			1	4		5	\$ 990
1.3 Supplemental Surveying			4		4	8	\$ 2,000
1.4 Utility research and plotting		2	4			6	\$ 950
1.5 Research & Plot Record Boudary / ROW		2	2			4	\$ 650
1.6 Format Mapping for Delivery			4			4	\$ 600
-- Project Management	1	2				3	\$ 590
Subtotal	1	8	15	4	4	32	\$ 6,130
Rate \$	240	\$ 175	\$ 150	\$ 210	\$ 350		
Cost \$	240	\$ 1,400	\$ 2,250	\$ 840	\$ 1,400		
Subtotal							\$ 6,130
Subconsultant - Aerial Mapping							\$ 3,335
TOTAL TASK 1							\$ 9,465


TASK 2 NORMANDY ROAD MAPPING							
DESCRIPTION	PE	LS	AE1	FSC1	FSC2	TOTAL	COST
2.1 Project Planning & Coordination		4				4	\$ 700
2.2 Control Survey / Aerial Panels			2	6		8	\$ 1,560
2.3 Supplemental Surveying			12		12	24	\$ 6,000
2.4 Utility research and plotting		4	8			12	\$ 1,900
2.5 Research & Plot Record Boudary / ROW		2	6			8	\$ 1,250
2.6 Format Mapping for Delivery			4			4	\$ 600
-- Project Management	1	2				3	\$ 590
Subtotal	1	12	32	6	12	63	\$ 12,600
Rate \$	240	\$ 175	\$ 150	\$ 210	\$ 350		
Cost \$	240	\$ 2,100	\$ 4,800	\$ 1,260	\$ 4,200		
Subtotal							\$ 12,600
Subconsultant - Aerial Mapping							\$ 5,405
TOTAL TASK 2							\$ 18,005
TOTAL FEE (TASKS 1-2)							\$ 27,470

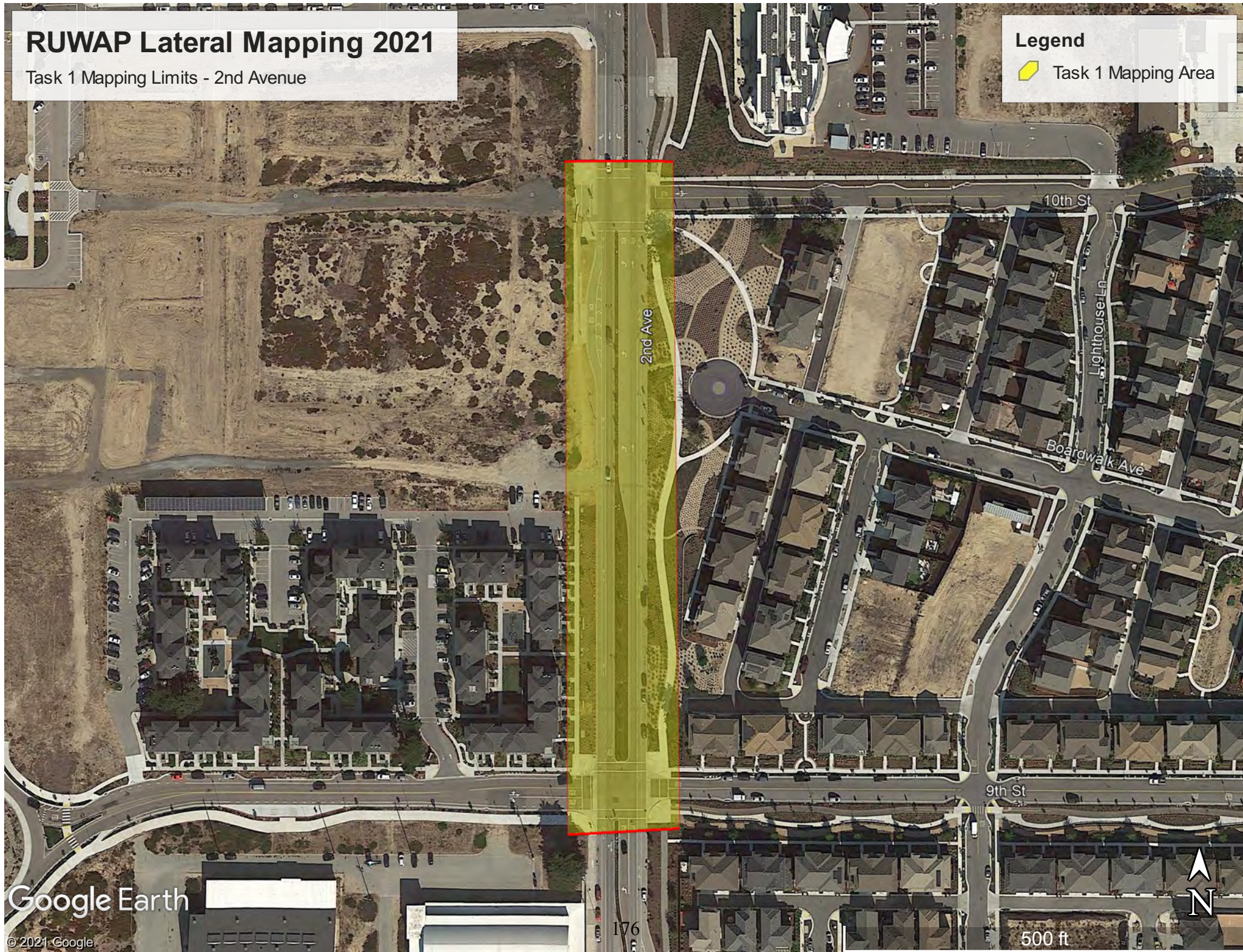
T41		
PE	Principal Engineer	\$ 240
SCE	Senior Civil Engineer	\$ 195
SLS	Senior Land Surveyor	\$ 195
CE	Civil Engineer	\$ 175
LS	Land Surveyor	\$ 175
SAE	Senior Associate Engineer / Surveyor	\$ 165
AE1	Associate Engineer / Surveyor	\$ 150
AE2	Assistant Engineer / Surveyor	\$ 130
SET	Senior Engineering/Survey Technician	\$ 125
ET	Engineering/Survey Technician	\$ 120
EA	Engineering Aide	\$ 70
AS	Administrative Support	\$ 75
FSC1	Field Survey Crew/1M	\$ 210
FSC2	Field Survey Crew/2M	\$ 350

RUWAP Lateral Mapping 2021

Task 1 Mapping Limits - 2nd Avenue

Legend


 Task 1 Mapping Area

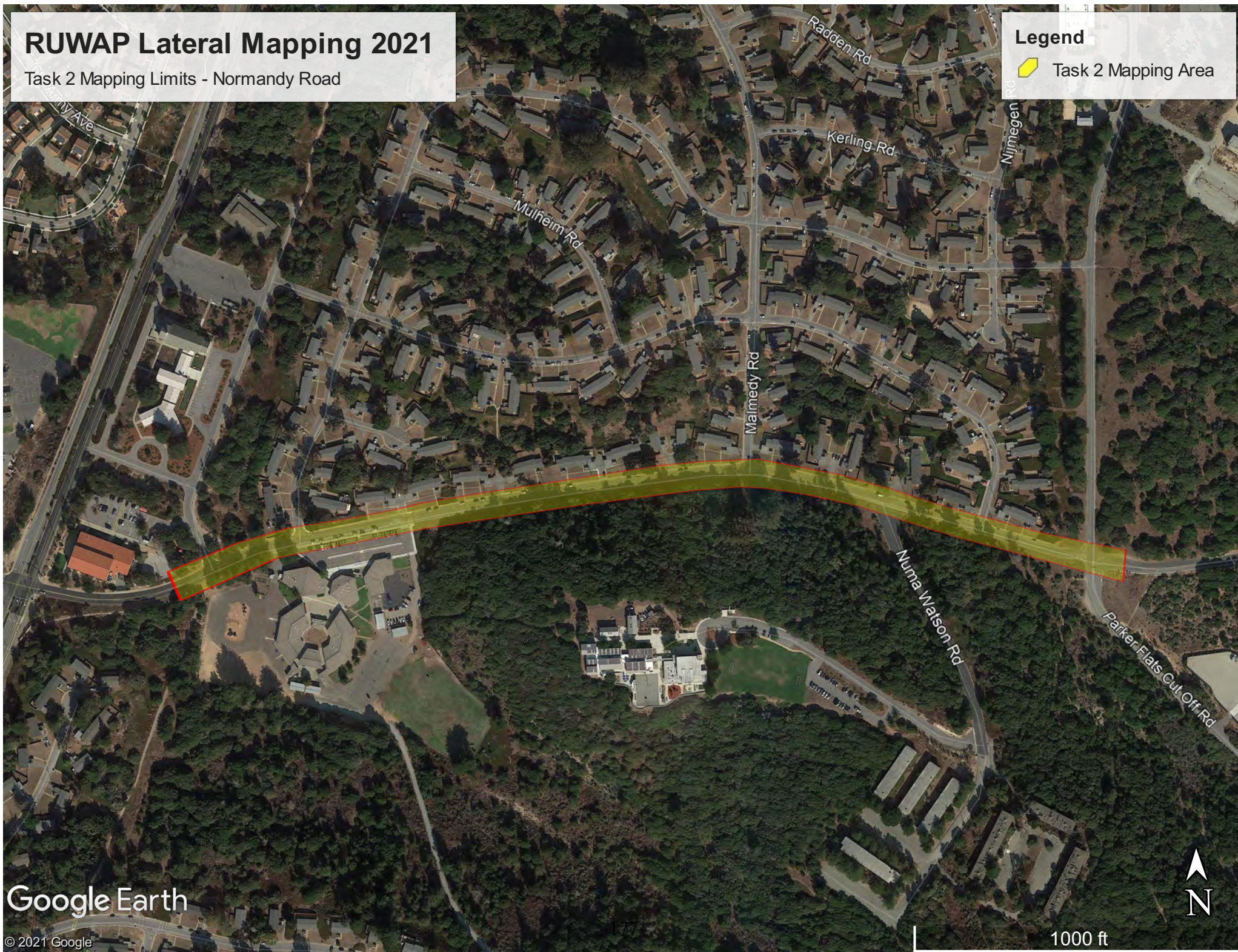


RUWAP Lateral Mapping 2021

Task 2 Mapping Limits - Normandy Road

Legend

 Task 2 Mapping Area



Google Earth

© 2021 Google

1000 ft

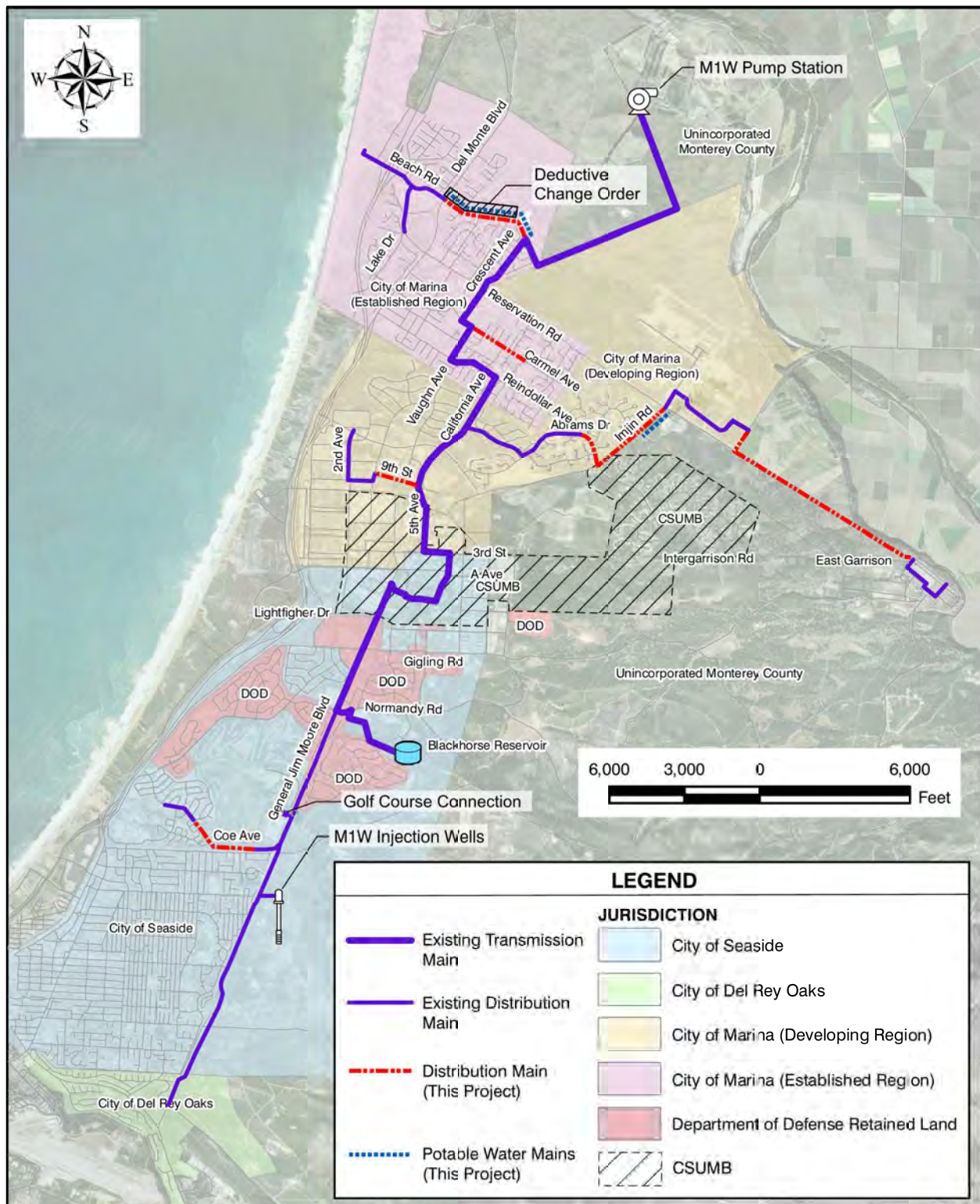
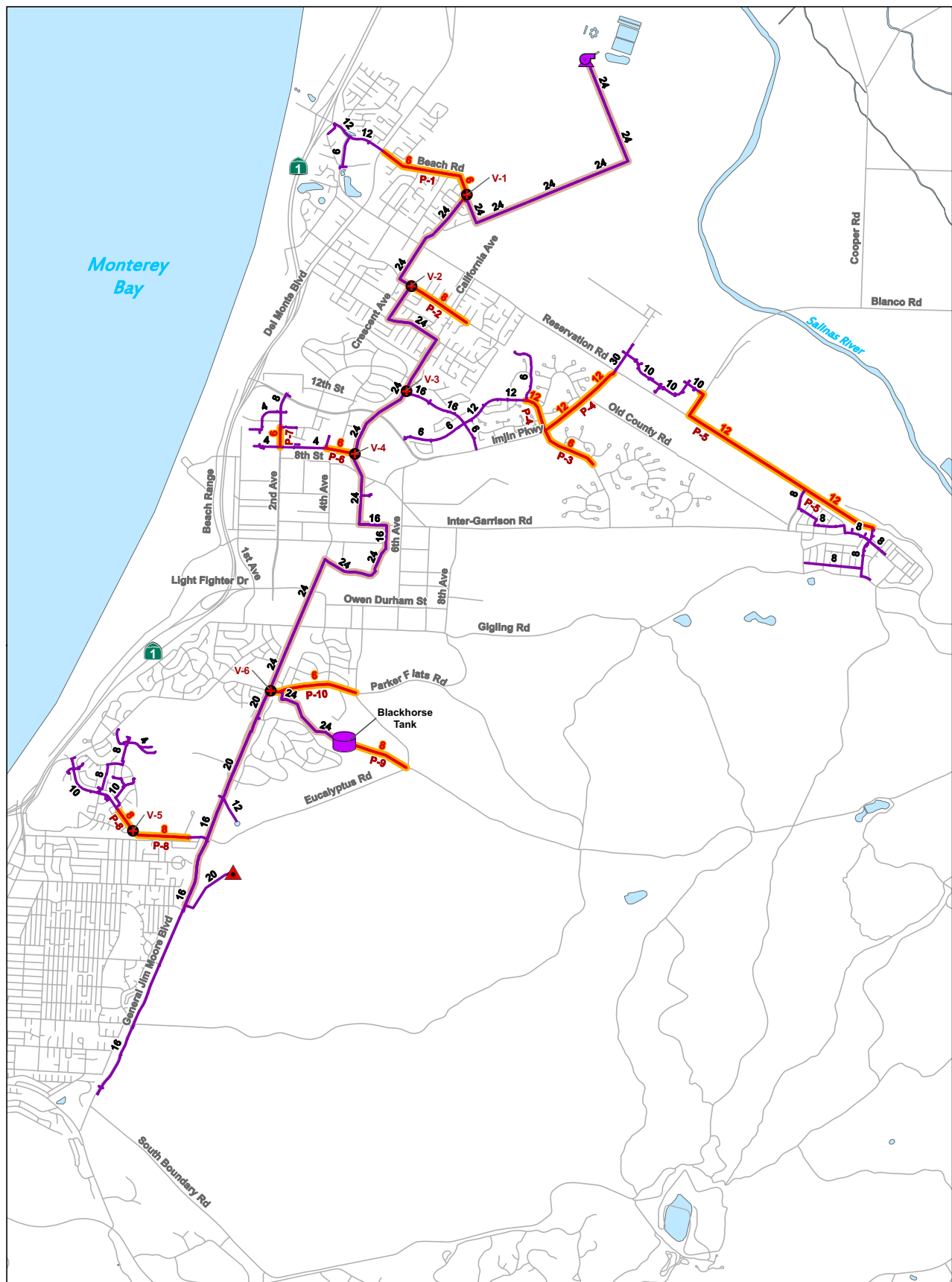


Figure 1
RECYCLED WATER PROJECT ALIGNMENT
MARINA COAST WATER DISTRICT



Legend

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



Figure 8.1
Capital Improvement
Program

Recycled Water Master Plan
Marina Coast Water District





Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

Amendment 10

Marina Coast Water District Regional Urban Water Augmentation Project – Distribution Laterals Construction Compliance Amendment to Existing Agreement

To: Don Wilcox, District Engineer
Date: April 8, 2021
Client: Marina Coast Water District (MCWD)
From: Matt Johnson, Denise Duffy & Associates (DD&A)
Ref: 2019-19
Subject: Amendment for Services for the Regional Urban Water Augmentation Project – *Addendum to the Environmental Impact Report addressing additional Distribution Laterals*

Purpose: This letter requests and, if acceptable, authorizes DD&A, Inc. to perform the work described below for the budget allocated. This additional scope of work and budget is an amendment to the original agreement, as of the date shown below. If the additional work specified is deemed acceptable, please sign below and return to DD&A.

Discussion: Denise Duffy & Associates, Inc. (DD&A) will prepare an Addendum to the Environmental Impact Report (EIR) for the Regional Urban Water Augmentation Project in compliance with the California Environmental Quality Act. This addendum will cover three distribution lateral alignments, as shown in **Attachment A**:

- Less than 100-feet of new pipeline in 9th Street across 2nd Avenue (the cost for this component was included in Budget Amendment 9);
- Approximately 750-feet of new pipeline in 2nd Avenue from 10th Street to 9th Street; and
- Approximately 2,350-feet of new pipeline in Normandy Road from General Jim Moore Blvd to the Veteran's Cemetery.

The addendum will rely partially on previously completed analysis contained in the EIR dated September 2004, and its related Addenda. New environmental analysis will also be prepared where needed. DD&A will also prepare a draft and final Board of Directors Resolution and Mitigation Monitoring and Reporting Program (MMRP) for the Addendum. This Amendment is specific to an email request from MCWD to provide the services described above received March 23rd, 2021.

Budget: Our estimate of fee for the task described above is \$13,346, a detailed budget is provided in **Attachment B**.

Terms: All other terms and conditions of the original agreement shall remain unchanged.

Submitted by:



DD&A Project Manager

4/8/2021

Date

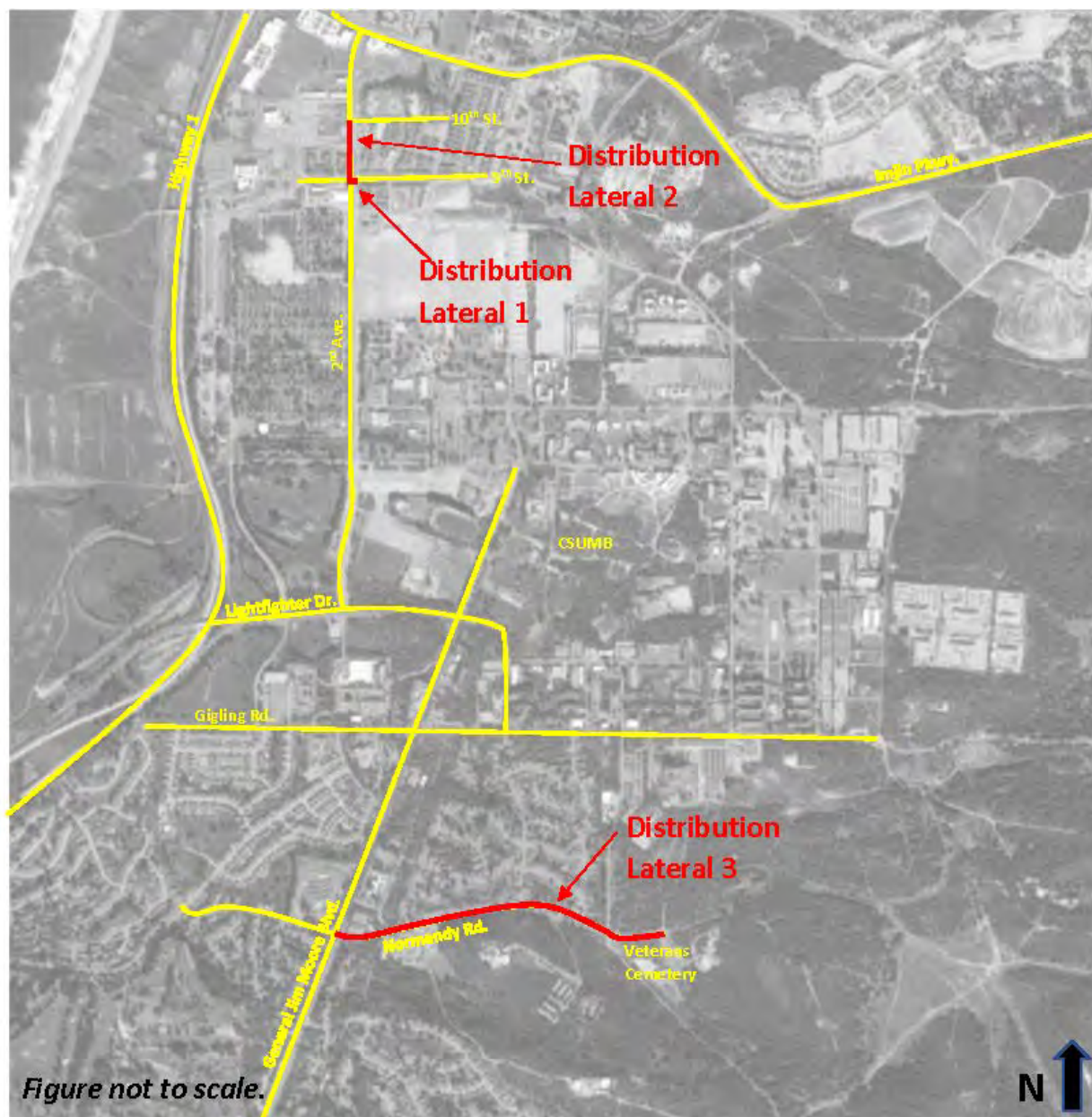
Accepted by:

MCWD

Date



Attachment A Map





Denise Duffy & Associates, Inc.

PLANNING AND ENVIRONMENTAL CONSULTING

Attachment B Budget

Budget Estimate for a CEQA Addendum Regional Urban Water Augmentation Project - New Distribution Laterals April 8, 2021

Task #	Task Description	Project Manager	Associate Planner/Scientist	Graphics/GIS	Administrative	Total
	Rate	\$168	\$112	\$107	\$65	
1	Prepare Administrative Draft Addendum	6	30	6	8	\$5,530
2	Prepare Draft Addendum	2	12	2	6	\$2,284
3	Prepare Final Addendum	2	6	2	2	\$1,352
4	Prepare Draft and Final Resolution/CEQA Findings/MMRP	4	10		4	\$2,052
5	Meetings and Conference Calls	4	4			\$1,120
6	Project Management	6				\$1,008
Total DD&A hours by person		24	62	10	20	
TOTAL		\$ 4,032	\$ 6,944	\$ 1,070	\$ 1,300	\$13,346
Total Budget						\$13,346

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-F

Meeting Date: April 19, 2021

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Consider Approval of the 2020 Consumer Confidence Report for the Marina Coast Water District Water System, Central Marina and Ord Community

Staff Recommendation: Staff recommends approval of the 2020 Consumer Confidence Report for the Marina Coast Water District Water System, Central Marina and Ord Community.

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

Discussion/Analysis: The Safe Drinking Water Act requires water utilities to provide accurate and timely information to consumers about the quality of their drinking water. The US Environmental Protection Agency and California State Water Resource Control Board, Division of Drinking Water (formerly known as the California Department of Public Health (CDPH)) adopted regulations requiring the distribution of the Consumer Confidence Report (CCR) to water utility customers by July 1st each year. The District has provided CCR's (formerly called annual water quality report) to District customers since 1989.

The 2020 CCR summarizes the results of detected contaminants in District's supply wells and distribution systems conducted in calendar year 2020, or the most recent sampling year. The District's water system did not have any violation in 2020 and is in compliance with State and Federal drinking water regulations.

The 2020 CCR will be mailed together with each customer's water bill starting May 2020. A separate mailing will be conducted for residents in the Ord military housing at or about the same time. Copies will be distributed to Alliance Residential, businesses, apartment managers, and school administrators for further distribution to customers who do not receive a water bill directly from the District. Staff will coordinate with the US Army and CSUMB's News and Public Information Officer to establish the website links for access by the military and university communities. The CCR will be available at the District's website at www.mcwd.org.

Also, the CCR will be translated in four different languages: Korean, Vietnamese, Tagalog, and Spanish. Once the draft is approved, staff will contract with a translation company and will have the translated version available on our website. Each person receiving the English CCR via mail, will have a description in it on where to access the CCR in one of the four other languages if needed.

Environmental Review Compliance: None required.

Financial Impact: X Yes No Funding Source/Recap: Printing and translation expense will come from the Laboratory Budget, Marina Water and Ord Water Funds appropriately.

Other Considerations: None

Material Included for Information/Consideration: Draft 2020 Consumer Confidence Report.

Action Required: _____Resolution X Motion _____Review

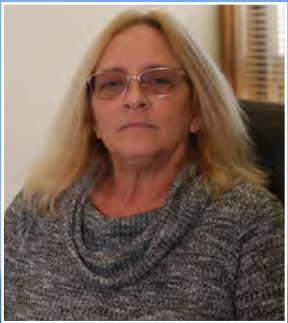
Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

MCWD Consumer Confidence Report 2020



The District's Customer Service staff is available to assist you Monday through Friday, 8 AM to 5:30 PM.



MCWD Consumer Confidence Report

Marina Coast Water District is proud to present the 2020 Consumer Confidence Report. This annual water quality report includes information about where your water comes from, what it contains, and how it compares to drinking water standards. As in the past, the District gives you the assurance that your drinking water meets stringent California and Federal drinking water standards.

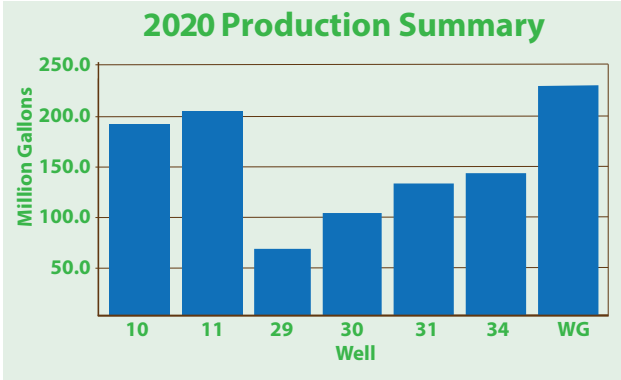
If you have any questions regarding the information in this report or about your water, please contact the Operation and Maintenance Manager, Derek Cray at (831) 883-5903. You can also visit our website at www.mcwd.org.



Water Supply and Treatment

The District provides groundwater produced from seven wells delivered through a distribution system network of seven storage tanks and 203 miles of water main pipeline.

Two deep supply wells (10 and 11) located in Central Marina, draw groundwater from the 900-foot aquifer in the Salinas Valley Groundwater Basin where the water is then treated on site for disinfection. The remaining five supply wells (29, 30, 31, 34, and Watkins Gate) located in the Ord Community, draw groundwater from the Salinas Valley Groundwater Basin's 900-foot, 400-foot, and lower 180-foot aquifers. Groundwater from these supply wells is disinfected at the Ord Community chlorination treatment facility.



Source Water Assessment

Several source water assessments have been completed. Source water assessments consider several factors which include: the presence of possible contaminating activity (PCA) such as current or historic human activities that are potential origins of contamination for a drinking water source, its proximity to the source, the risk associated with the PCA, and the construction and setting of the source. These factors are then ranked, and the source considered most vulnerable to the PCAs is listed at the top of the ranking.

In July 2001, the California Department of Public Health (CDPH) completed an assessment of each groundwater supply well in Central Marina which concluded that the wells are most vulnerable to historic waste dumps, landfill activities, and military installations.

In February 2002, an assessment was completed of each groundwater supply well in the Ord Community.

The assessment showed which of the wells are most vulnerable to known volatile organic contaminant plumes from the closed landfill on the former Fort Ord, as well as to saltwater intrusion, sewer collection system, above-ground storage tanks, irrigated crops, transportation corridors, farm machinery repairs, and septic systems.

In November 2012, a completed source assessment for the Watkins Gate Well determined that the well was most vulnerable to Military Installations.

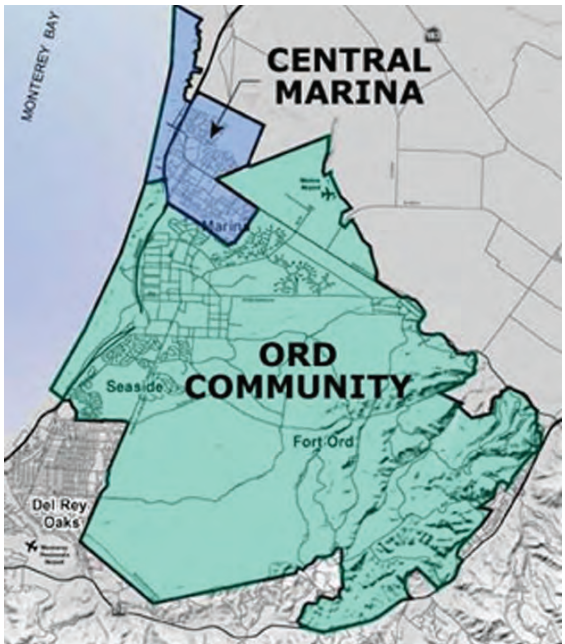
In February 2014, a completed assessment for Well 34 determined that the well was most vulnerable to Military installations (former Fort Ord), agricultural drainage, saltwater intrusion, and sewer collection systems.

Full details of the assessments may be viewed at the following locations: MCWD, 11 Reservation Road, Marina, CA, or at SWRCB DDW, 1 Lower Ragsdale Drive, Building 1, Suite 120, Monterey, CA.

Báo cáo này chứa thông tin rất quan trọng về nước uống của bạn. Vui lòng truy cập trang web của chúng tôi cho một phiên bản dịch của báo cáo này, hoặc liên hệ với chúng tôi tại (831) 384-6131 để hỗ trợ thêm.

www.mcwd.org

이 보고서에는 식수에 대한 매우 중요한 정보가 포함되어 있습니다. 이 보고서의 번역된 버전은 당사 웹 사이트를 방문하거나 (831) 384-6131로 연락하여 추가 지원을 받으십시오. www.mcwd.org



11 Reservation Road
Marina, CA 93933-2099
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Fax: (831) 883-5995
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ccr@mcwd.org

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

Board meetings are open to the public and are normally held on the third Monday of every month at the City of Marina Council Chambers, 211 Hillcrest Avenue at 6:30 pm. Agendas are posted in the following places at least 72 hours before each meeting: Marina Coast Water District, Marina and Seaside City Halls, Marina and Seaside Libraries and the Marina Post Office.

Follow the District on Nextdoor, Twitter, and Facebook



Este informe contiene información muy importante sobre su agua potable. Visite nuestro sitio web para obtener una versión traducida de este informe, o póngase en contacto con nosotros al (831) 384-6131 para obtener más ayuda. www.mcwd.org

Ang ulat na ito ay naglalaman ng napakahalagang impormasyon tungkol sa iyong inuming tubig. Mangyaring bisitahin ang aming website para sa isang isinalin na bersyon ng ulat na ito, o makipag-ugnay sa amin sa (831) 384-6131 para sa karagdagang tulong. www.mcwd.org



The District diligently monitors water quality for drinking water and once again, is proud to report that your tap water meets California and Federal drinking water standards.

Federal Unregulated Contaminants Monitoring Rule-4 (UCMR-4)

In 2020, the District participated in the fourth phase of the Unregulated Contaminant Monitoring Rule (UCMR-4). Unregulated contaminants are those for which the EPA has not yet established drinking water standards. Monitoring assists the EPA in determining the occurrence of these compounds and whether or not regulation is warranted. Our system monitored for 20 chemicals as specified by the US Environmental Protection Agency (USEPA). The results were reported directly to the USEPA. Detections are summarized in the UCMR4 table, along with typical contaminant sources. Marina Coast Water District's UCMR4 report is available in full by visiting our website at https://www.mcwd.org/gsa_water_quality.html.

Visit <https://www.epa.gov/dwucmr/fourth-unregulated-contaminant-monitoring-rule> for general information on UCMR4.

State Total Coliform Rule and Federal Groundwater Rule

This Consumer Confidence Report (CCR) reflects changes in drinking water regulatory requirements during 2016. All water systems are required to comply with the state Total Coliform Rule. Effective April 1, 2016, all water systems are also required to comply with the federal Revised Total Coliform Rule. The new federal rule maintains the purpose to protect public health by ensuring the integrity of the drinking water distribution system and monitoring for the presence of microbials (i.e., total coliform and E. coli bacteria). The U.S. EPA anticipates greater public health protection as the new rule requires water systems that are vulnerable to microbial contamination to identify and fix problems. Water systems that exceed a specified frequency of total coliform occurrences are required to conduct an assessment to determine if any sanitary defects exist. If found, these must be corrected by the water system.

Trichloroethylene (TCE)

TCE was a common solvent used by the US Army on the former Fort Ord. In 2020, TCE (below the MCL, or standard level) was detected in the District supply wells 29 and 31. With the interconnection of the two water systems, drinking water may be supplied to either Central Marina or the Ord Community distribution systems depending on water demand. The District also continues to regularly monitor for TCE in its water supply.

The Army operates a network of shallow groundwater monitoring wells to track progress in its ongoing cleanup of the TCE contamination plume from the now-closed landfill and fire drill area; Army groundwater monitoring wells do not supply drinking water to District customers. TCE has also been detected in many Army groundwater monitoring wells.

Nitrate

Nitrate in drinking water at levels above 10 mg/L is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women, and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should ask advice from your health care provider. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity.

Arsenic

While your drinking water meets the federal and state standard for arsenic, it does contain low levels of arsenic. The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The U.S. Environmental Protection Agency continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

What Are the Sources of Contaminants?

The sources of drinking water (both tap and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity. Contaminants that may be present in source water include:

- Microbial Contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- Inorganic Contaminants, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.

Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Marina Coast Water District is responsible for providing high quality drinking water but cannot control the variety of materials used in plumbing components. When your water has been sitting in the pipes for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/lead>.

A Notice on Radon

Radon is a radioactive gas that you cannot see, taste, or smell. It is found throughout the U.S. Radon can move up through the ground and into a home through cracks and holes in the foundation. Radon can build up to high levels in all types of homes. Radon can also get into indoor air when released from tap water from showering, washing dishes, and other household activities. Compared to radon entering the home through soil, radon entering the home through tap water will in most cases be a small source of radon in indoor air. Radon is a known human carcinogen. Breathing air containing radon can lead to lung cancer. Drinking water containing radon may also cause increased



Preparing a water sample for analysis.

risk of stomach cancer. If you are concerned about radon in your home, test the air in your home. Testing is inexpensive and easy. You should pursue radon removal for your home if the level of radon in your air is 4 picocuries per liter of air (pCi/L) or higher. There are simple ways to fix a radon problem that are not too costly. For additional information, call your State radon program (1-800-745-7236), the U.S. EPA Safe Drinking Water Hotline (1-800-426-4791), or the National Safety Council Radon Hotline (1 800-767-7236).

Administration regulations and California law also establish limits for contaminants in bottled water that provide the same protection for public health.

A note to the Immuno-compromised

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. U.S. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).



How to Read Water Quality Tables

The following tables list the results of detected contaminants in the District's distribution system and groundwater supply wells. While most monitoring was completed through December 2020, regulations allow the District to monitor certain chemicals less than once per year because the levels do not change frequently. The test results are divided into the following sections: Primary Drinking Water Standards, Secondary Drinking

Water Standards, Other Constituents, and Unregulated Contaminants. To help better understand the report, use the Definitions of Terms given below.

To read the table, start with the column titled *Detected Contaminant(s)* and read across the row. *Units* express the amount measured. *MCL* shows the highest amount of contaminant allowed. *PHG/MCLG* is the goal amount for that contaminant (this may be lower

than what is allowed). *Year Tested* is usually in 2020 or for some contaminants, the most recent sampling year. *Annual Average* is the average amount measured or detected. *Range* tells the lowest and highest amounts measured. A *No Violation* indicates that regulation requirements were met. *Major Sources in Drinking Water* tell where the contaminant usually originates.

Distribution System Water Quality

PRIMARY DRINKING WATER STANDARDS — Microbiology

Detected Contaminant	Units	MCL	(MCLG)	Year Tested	Total Samples Collected & Month Positive	Violation	Major Sources in Drinking Water
Total Coliform Bacteria	Positive Samples	5.0% Monthly Samples	(0)	2020	520 Samples No Positive Samples	No	Naturally present in the environment.

PRIMARY DRINKING WATER STANDARDS — Disinfection Byproducts & Disinfectant Residual

Detected Contaminants	Units	MCL [MRDL]	PHG (MCLG) [MRDLG]	Year Tested	Annual Average	Range Low - High	Violation	Major Sources in Drinking Water
Total Trihalomethanes (TTHM)	ppb	80	n/a	2020	7	1.1 - 8.3	No	Byproduct of drinking water disinfection.
Chlorine Residual [as Cl ₂]	ppm	[4.0]	[4]	2020	0.9	0.51 - 1.84	No	Drinking water disinfectant added for treatment.

PRIMARY DRINKING WATER STANDARDS — Lead & Copper Indoor Tap Samples

Detected Contaminant	Units	Action Level	PHG	Year Tested	* 90th Percentile Level	No. of Sites Above Action Level	Violation	Major Sources in Drinking Water
Copper	ppm	1.3	0.3	2019	0.29	0 of 35	No	Internal corrosion of household plumbing systems.
Lead	ppb	15	0.2	2019	ND (<5)	0 of 35	No	Internal corrosion of household plumbing systems.

PRIMARY DRINKING WATER STANDARDS — Lead In Schools Testing (All eleven Monterey Peninsula Unified School District schools in MCWD service areas requesting testing were tested — up to five samples were collected at each school.)

Detected Contaminant	Units	Action Level	PHG	Year Tested	* 90th Percentile Level	No. of Sites Above Action Level	Violation	Major Sources in Drinking Water
Lead	ppb	15	0.2	2017	4	0 of 40	No	Internal corrosion of household plumbing systems.

(*) **90th Percentile:** For compliance, the sample result at the 90th percentile level must be less than the Action Level.

Definitions of Terms Used

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

Public Health Goal (PHG): The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Primary Drinking Water Standards (PDWS): MCLs, MRDLs and treatment techniques (TTs) for contaminants that affect health along with their monitoring and reporting requirements, and water treatment requirements.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Regulatory Action Level (AL): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water supplier must follow.

Treatment Technique (TT): A required process intended to reduce the level of a contaminant in drinking water.

UCMR: Unregulated Chemicals Monitoring Rule that help EPA and CDPH to determine where certain contaminants occur and need to be regulated.

MRL: Method Reporting Limit or the lower-limit of quantitation

n/a: Not Applicable

ND: Non-Detected

Notification Level: DDW established health-based advisory levels for chemicals in drinking water that lack maximum contaminant levels

NTU: Nephelometric Turbidity Units

pCi/L: Picocuries per liter

ppm: Parts per million or milligrams per liter

ppb: Parts per billion or micrograms per liter

ppt: Parts per trillion or nanograms per liter

TON: Threshold Odor Number

Units		Equivalence
mg/L – milligrams per liter	ppm – parts per million	1 second in 11.5 days
µg/L – micrograms per liter	ppb – parts per billion	1 second in nearly 32 years
ng/L – nanograms per liter	ppt – parts per trillion	1 second in nearly 32,000 years
pg/L – picograms per liter	ppq – parts per quadrillion	1 second in nearly 32,000,000 years

Groundwater Supply Wells Water Quality

Detected Contaminants	Units	MCL	PHG (MCLG)	Year Tested	Annual Average	Range Low - High	Violation	Major Sources in Drinking Water
PRIMARY DRINKING WATER STANDARDS								
Arsenic	ppb	10	0.004	2020	2.8	1.2 - 4.3	No	Erosion of natural deposits.
Fluoride (Natural)	ppm	2.0	1	2020	0.1	ND - 0.2	No	Erosion of natural deposits.
Gross Alpha particle activity	pCi/L	15	(Zero)	2020 / 2019 / 2016 / 2014 / 2013 ^(a)	2.8	ND - 14	No	Erosion of natural deposits.
Nitrate (as N)	ppm	10	10	2020	2.1	ND - 5.7	No	Erosion of natural deposits.
Trichloroethylene [TCE]	ppb	5	1.7	2020	0.3	ND - 1.9	No	Discharge from metal degreasing sites.
Uranium	pCi/L	20	0.43	2020 / 2019 / 2013 ^(b)	1.8	ND - 4.8	No	Erosion of natural deposits.
SECONDARY DRINKING WATER STANDARDS								
Chloride	ppm	500	n/a	2020	99.1	53.9 - 192	No	Leaching from natural deposits; seawater influence.
Odor Threshold	TON	3	n/a	2020	0.8	ND - 1	No	Naturally-occurring organic materials.
pH Units	Units	6.5 - 8.5	n/a	2020	7.7	7.4 - 8.4	No	Naturally-occurring minerals.
Specific Conductance	µS/cm	1600	n/a	2020	671.2	469 - 1017	No	Substances that form ions when in water; seawater influence.
Sulfate	ppm	500	n/a	2020	49.9	28 - 65	No	Leaching from natural deposits.
Total Dissolved Solids	ppm	1000	n/a	2020	401.9	284 - 592	No	Leaching from natural deposits.
Turbidity	NTU	5	n/a	2020	0.1	ND - 0.25	No	Soil run-off.
OTHER CONSTITUENTS — No Drinking Water Standards								
Alkalinity	ppm	n/a	n/a	2020	120.6	68 - 181	n/a	Naturally-occurring minerals.
Bicarbonate Alkalinity	ppm	n/a	n/a	2020	145.4	113 - 221	n/a	Naturally-occurring minerals.
Calcium	ppm	n/a	n/a	2020	42.6	17 - 73	n/a	Naturally-occurring minerals.
Magnesium	ppm	n/a	n/a	2020	13.3	3.9 - 21.1	n/a	Naturally-occurring minerals.
Potassium	ppm	n/a	n/a	2020	2.8	2.0 - 3.5	n/a	Naturally-occurring minerals.
Sodium	ppm	n/a	n/a	2020	66.7	39 - 116	n/a	Naturally-occurring minerals.
Hardness ^(c)	ppm	n/a	n/a	2020	159.1	47 - 260	n/a	Naturally-occurring minerals.
UNREGULATED CONTAMINANTS — No Drinking Water Standards*								
Boron	ppb	1000 (AL)	n/a	2019	45.7	ND - 120	n/a	Erosion of natural deposits.
Vanadium	ppb	50 (AL)	n/a	2019	6.6	ND - 15	n/a	Erosion of natural deposits.
Perfluorohexanoic acid (PFHxA)	ppt	n/a	n/a	2020	0.6	ND - 4.9	n/a	Breakdown product of stain- and greaser-proof food coatings.
Perfluorobutanesulfonic acid (PFBS)	ppt	n/a	n/a	2020	0.1	ND - 2.0	n/a	Breakdown product of stain- and greaser-proof food coatings.

Footnotes:

(a) Watkins Gate Well was sampled in 2013; Wells 29 and 30 were sampled in 2016; Wells 10, 31, and 34 were sampled in 2019; Well 11 was sampled in 2020.

(b) Well 10 and Watkins Gate well were sampled in 2013; Wells 31 and 34 were sampled in 2019; Well 11 was sampled in 2020.

(c) Water hardness unit conversion: 17.1 GPG/ppm.Total hardness (annual average) = 9.3 grains/gallon (GPG); Total hardness (range) = 2.75 GPG - 15.2 GPG.

(*) Unregulated Chemicals: Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated. The District performed Per-and-Poly-Fluoroalkyl Substances (PFAS) sampling in 2020 and low levels of perfluorohexanoic acid (PFHxA) as well as perfluorobutanesulfonic acid (PFBS) were detected within Well 29. The District continues to closely monitor these levels within Well 29.

Unregulated Contaminant Monitoring – UCMR4

ENTRY POINT TO THE DISTRIBUTION SYSTEM

Detected Contaminants	Units	Year Tested	Annual Average	Range Low - High	Violation	Major Sources in Drinking Water
Germanium Total	ug/L	2020	300.0	420 - 660	No	Naturally occurring element.
Manganese Total	ug/L	2020	2500.0	440 - 8800	No	Leaching from natural deposits.
Bromide	ug/L	2020	324.3	200 - 610	No	Naturally occurring element.
Total Organic Carbon	ug/L	2020	0.02	0.22 - 0.22	No	Medium for the formation of disinfection byproducts.

DISTRIBUTION SYSTEM MAXIMUM RESIDENCE TIME

Bromochloroacetic acid	ug/L	2020	0.2	0.33 - 0.61	No	Byproduct of drinking water disinfection.
Chlorodibromoacetic acid	ug/L	2020	0.4	0.32 - 0.44	No	Byproduct of drinking water disinfection.
Dibromoacetic acid	ug/L	2020	0.9	0.47 - 1.4	No	Byproduct of drinking water disinfection.
Dichloroacetic acid	ug/L	2020	0.7	1.2 - 1.5	No	Byproduct of drinking water disinfection.
Total HAA5	ug/L	2020	1.5	0.7 - 2.7	No	Byproduct of drinking water disinfection.
Total HAA6Br	ug/L	2020	2.7	0.8 - 4.6	No	Byproduct of drinking water disinfection.
Total HAA9	ug/L	2020	3.4	1.0 - 6.0	No	Byproduct of drinking water disinfection.
Tribromoacetic acid	ug/L	2020	1.3	2.0 - 2.2	No	Byproduct of drinking water disinfection.

No other samples taken in the UCMR4 study exceeded detection limits. The full Unregulated Contaminant Monitoring Report (UCMR4) report is available by visiting our website at https://www.mcwd.org/gsa_water_quality.html.

The Operations & Maintenance Team



Educational Information and Special Health Information

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the USEPA's Safe Drinking Water Hotline (1-800-426-4791).

Other Water Information Sources

CA State Water Resources Control Board Division of Drinking Water Programs:

waterboards.ca.gov/drinking_water/programs

USEPA Division of Ground Water and Drinking Water:

water.epa.gov/drink

Centers for Disease Control: cdc.gov

Fort Ord Cleanup Project: fortordcleanup.com



Regular maintenance at Well 10.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-G

Meeting Date: April 19, 2021

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Discuss and Consider Appointing a Director to Represent the District in an Official Capacity for the May 12th East Garrison Community Services District Meeting

Staff Recommendation: Staff recommends the Board discuss and consider appointing a Director to represent the Marina Coast Water District at the May 12th East Garrison Community Services District Meeting.

Background: *Strategic Plan, Mission Statement – Our objective is to build our relationship with the public and local agencies. Our strategy in the areas of strategic partners and public affairs is to communicate in a positive way, including active listening and encouraging open discussions.*

Discussion/Analysis: Teri Short, the Chair for East Garrison Community Services District, has expressed interest in having a representative of Marina Coast Water District (MCWD) available to speak at their May 12th meeting, which begins at 6 pm. With East Garrison being one of the newer communities within Ord, there has been concern brought forward by Ms. Short that many East Garrison residents do not understand or have information available as to what services MCWD provides to those who reside within the East Garrison Community. As of this transmittal's date, there has been no agenda, or information other than the date and time, provided to MCWD with regards to the East Garrison Community Services District meeting.

Therefore, it is recommended that the Board discuss what official capacity should represent the District at this meeting and who should represent the District if the Board wishes to appoint one or two Directors to speak on behalf of MCWD.

Environmental Review Compliance: None.

Financial Impact: _____ Yes X No Funding Source/Recap:

Other Considerations: None.

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 _____

Budget Workshop

Marina Coast Water District
Agenda Transmittal

Agenda Item: 11-A

Meeting Date: April 19, 2020

Prepared By: Don Wilcox

Approved By: Remleh Scherzinger

Agenda Title: Receive Draft District Five-Year Capital Improvement Program (CIP) Budget for the Marina and Ord Community Service Areas and Provide Direction Regarding Preparation of the Final CIP Budget Documents

Staff Recommendation: The Board of Directors receive the District draft Five-Year Capital Improvement Program (CIP) Budget overview for the Marina and Ord Community Service Areas and provide direction to staff to include preparation of the final budget documents.

Background: *Strategic Plan, Goal No. 3.6 - Fiscal reserves management for the maintenance /replacement/expansion of the District's infrastructure.*

Each year, the District follows a budget development process that results in Board approval of the annual budget. Annual update of the District's CIP follows the same schedule. The current budget was adopted on June 15, 2020.

Discussion/Analysis: The attached Five-Year CIP project list includes projects in progress in the current Fiscal Year (FY 2020-2021) and those required in future years. Projects needed in the next five years are shown with funding in the proposed FY, and the remaining projects are shown in "Out Years" (beyond FY 2025-2026). The Category column in the table indicates the project addresses an existing deficiency (E), a single development project (S), or multiple development projects (M). The majority of the projects needed address existing deficiencies (aging equipment requiring replacement, service mains which have failed in recent years, and water storage tanks).

Projects are listed by service area and system. General Water (GW) and General Sewer (GS) projects affect both service areas. District-wide projects (WD) affect all four cost centers. Water augmentation projects are listed at the very end.

Overall CIP project cost estimates not only include anticipated construction costs, but also include "soft" costs such as design, environmental, admin, legal and construction management costs. In addition, each year a Five-Year CIP is continued/extended needs to include an overall project cost escalator, typically the Engineering News Record (ENR) construction cost index, as necessary to cover annual construction costs similar to using a CPI to cover inflation costs.

Some of the projects carried over from the previous year's Five-Year CIP have moved earlier or later compared to the FY 2020-2021 budget projection, due to the observed pace of redevelopment in the Ord Community and synchronizing pipeline projects with the related road improvements by the land use jurisdictions.

Some significant changes to this year's Five-Year CIP include an updated projects list based on the May 2020 Akel Water, Sewer and Recycled Water Master Plans accepted by the Board on May 18, 2020. Those Master Plans recommended the bulk of the projects on this year's Five-Year CIP.

Another significant change to this year's Five-Year CIP is the addition of water system facility rehabilitation projects. Rehabilitation projects are necessary to periodically refresh critical facilities such as wells and reservoirs that need to be taken out of service in order to perform major maintenance to maintain reliability and meet water quality requirements. Major maintenance also helps to ensure that the District receives the maximum useful service life from facilities.

The highest priority wastewater project is replacement of the Gigling Force Main Improvement Project. The Gigling force main has ruptured and leaked many times over the years and needs replacement.

The highest priority water project is the A-Zone water storage reservoirs and B/C Booster pump station. The Board entered into an agreement with California State University in 2006 to locate the A-Zone reservoirs and B/C Booster pump station on the CSUMB campus. The District obtained easements for the project and is now entering the construction phase. The tanks will be located at an elevation allowing fire flows to be met and improving operational efficiency. The B/C Booster pumps will be relocated from the sand tank next to the A-zone reservoirs boosting the water into the B- and C-Zones. Once completed and in operation the Sand Tank and existing B/C Booster Pump Station, which were constructed prior to 1963, will be demolished for development in Marina Heights.

Environmental Review Compliance: None.

Financial Impact: ☐ Yes ☒ No Funding Source/Recap: None

Other Considerations: The Board can suggest modification to the timelines for various projects included in the Master Plans and Five-Year CIP.

Materials Included for Information/Consideration: Attachment 1- Draft Five-Year CIP Budget Sheets.

Action Required: ☐ Resolution ☐ Motion ☒ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District							E=	CIP supports existing Infrastructure		
DRAFT Five Year CIP							S=	CIP supports a single parcel's or owner's project		
FY 2021-2026							M=	CIP supports projects for multiple parcels or owners		
CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT	TOTAL	CATEGORY
	Marina Water	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS		
MW-0302	Crescent Avenue Connector to Reservoir 2	\$0	\$196,000	\$0	\$0	\$0	\$0	\$0	\$196,000	
MW-0111	Beach Road Pipeline (M-P2)	\$0	\$0	\$0	\$1,079,000	\$0	\$0	\$0	\$1,079,000	E
MW-0304	Marina Sta. (Armstrong Ranch) Development (M-P3)	\$0	\$0	\$0	\$2,997,000	\$0	\$0	\$0	\$2,997,000	S
MW-0321	California Avenue Pipeline (M-P4)	\$0	\$0	\$0	\$0	\$0	\$584,000	\$0	\$584,000	M
MW-0322	Lynscott Drive Pipeline Replacement (M-P5)	\$0	\$0	\$0	\$0	\$0	\$684,000	\$0	\$684,000	S
	Subtotal	\$0	\$196,000	\$0	\$4,076,000	\$0	\$1,268,000	\$0	\$5,540,000	
CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT	TOTAL	CATEGORY
	Marina Sewer	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS		
MS-0323	Cove Way & Cardoza Ave - Abdy Way to Reservation Road Gravity Main (M-P1)	\$0	\$100,000	\$1,011,700	\$0	\$0	\$0		\$1,111,700	M
MS-0324	Reservation Road - Cardoza Ave to 150' S of Seaside Circle (M-P2)	\$0	\$0	\$0	\$0	\$0	\$100,000	\$970,900	\$1,070,900	M
MS-0202	Carmel Ave Sewer Main Improvement Projects (M-P4 & M-P5)	\$0	\$0	\$60,000	\$380,400	\$0	\$0	\$0	\$440,400	E
MS-0325	San Pablo Condition Improvements (M-COND-LSSP)	\$0	\$0	\$0	\$0	\$0	\$0	\$46,200	\$46,200	E
MS-0205	Reservation Road - 200 ft West of Crest View Court to Nicklas Ln (M-P8)	\$0	\$0	\$0	\$0	\$236,500	\$0	\$0	\$236,500	M
MS-0137	Reservation Road - Via Del Camino to Del Monte Blvd (M-P7)	\$0	\$0	\$0	\$0	\$0	\$489,800	\$0	\$489,800	M
MS-0326	Peninsula Drive and Vista Del Camino Improvements (M-P3)	\$0	\$0	\$0	\$0	\$0	\$0	\$699,200	\$699,200	E
MS-0327	Lake Drive Pipeline Replacement (M-P6)	\$0	\$0	\$0	\$0	\$0	\$0	\$754,300	\$754,300	M
MS-0328	Dunes Lift Station Capacity Improvement (M-LSD)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,093,400	\$2,093,400	E
MS-0329	Del Monte Blvd Gravity Main Replacement (MS-M2)	\$0	\$0	\$0	\$0	\$0	\$0	\$553,161	\$553,161	E
MS-0207	Marina WWTP Demolition (MS-M1)	\$0	\$0	\$0	\$0	\$0	\$0	\$883,300	\$883,300	E
	Subtotal	\$0	\$100,000	\$1,071,700	\$380,400	\$236,500	\$589,800	\$6,000,461	\$8,378,861	

CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT		
	Ord Water	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS	TOTAL	CATEGORY
OW-0193	Imjin Parkway Pipeline, Reservation Rd to Abrams Drive (O-P25)	\$0	\$1,070,000	\$0	\$0	\$0	\$0	\$0	\$1,070,000	M?
OW-0206B	Inter-Garrison Rd Pipeline Up-Sizing Schoonover to E Garrison (OW-0206)	\$0	\$750,000	\$0	\$0	\$0	\$0	\$0	\$750,000	M
OW-0202	South Boundary Road Pipeline (O-P26)	\$10,000	\$0	\$0	\$2,660,000	\$0	\$0	\$0	\$2,670,000	M
OW-0306	D-Zone Booster Pump Replacement	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000	E
OW-0201	Gigling Transmission from D Booster to GJM Blvd (O-P3)	\$0	\$99,000	\$811,000	\$0	\$0	\$0	\$0	\$910,000	E
OW-0127	5th St from 3rd to 1st st (O-P1)	\$0	\$0	\$0	\$298,000	\$0	\$0	\$0	\$298,000	E
OW-0330	Recondition Reservoir 2 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	E
OW-0331	Recondition Huffman Reservoir (paint, corrosion repair, valves, etc.)	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	E
OW-0332	Recondition Reservoir B1 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	E
OW-0333	Recondition Reservoir C1 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	E
OW-0334	Recondition Reservoir C2 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	E
OW-0335	Recondition Reservoir D1 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	E
OW-0336	Recondition Reservoir A1 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	E
OW-0337	Recondition Reservoir A2 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	E
OW-0167	1st Ave From Light Fighter to Gigling Ave (O-P2)	\$0	\$0	\$0	\$595,000	\$0	\$0	\$0	\$595,000	E
OW-0210	Sand Tank Demolition (O-T-SAND)	\$0	\$0	\$0	\$552,000		\$0	\$0	\$552,000	E
OW-0339	Zone B Fire Flow Improvements FROM Monterey Rd to Leinbach Ave (O-P4)	\$0	\$0	\$0	\$0	\$960,000	\$0	\$0	\$960,000	E
OW-0340	Seaside Resort Pipeline (O-P5)	\$0	\$0	\$0	\$0	\$0	\$2,108,000	\$0	\$2,108,000	S
OW-0341	Seaside Resort Pipeline - Coe Avenue (O-P6)	\$0	\$0	\$0	\$0	\$0	\$684,000	\$0	\$684,000	M
OW-0342	Seaside East Pipeline - Zone D (O-P7)	\$0	\$0	\$0	\$0	\$0	\$535,000	\$0	\$535,000	M
OW-0343	Parker Flats Cutoff Road Pipeline O-P10)	\$0	\$0	\$0	\$0	\$0	\$2,030,000	\$0	\$2,030,000	M
OW-0344	Inter Garrison from 1400' w of Abrams to future Res B Fill Valve (O-P16)	\$0	\$0	\$0	\$0	\$0	\$0	\$3,843,000	\$3,843,000	M
OW-0345	From Inter Garrison to future Res B (O-P17)	\$0	\$0	\$0	\$0	\$0	\$0	\$565,000	\$565,000	M
OW-0346	Watkins Gate to future Res B (O-P21)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,219,000	\$1,219,000	M
OW-0171	Eucalyptus Rd Pipeline (O-P8)	\$0	\$0	\$0	\$0	\$0	\$4,312,000	\$0	\$4,312,000	M
OW-0216	UCMBEST Pipeline (O-P24)	\$0	\$0	\$0	\$0	\$0	\$5,349,000	\$0	\$5,349,000	S
OW-0347	New 0.8 MG Reservoir @ Travel Camp site (O-T-B-EG)	\$0	\$0	\$0	\$0	\$0	\$0	\$4,337,000	\$4,337,000	M
O-FILL-B-EG	New pressure reducing fill valve on Inter Garrison Rd (O-FILL-B-EG)	\$0	\$0	\$0	\$0	\$0	\$0	\$137,000	\$137,000	M
	Subtotal	\$10,000	\$1,999,000	\$2,011,000	\$4,105,000	\$960,000	\$15,018,000	\$11,301,000	\$35,404,000	

CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT	TOTAL	CATEGORY
	Ord Sewer	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS		
OS-0348	Odor Control for Imjin Gravity (G-1)	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	E
OS-0350	Imjin Parkway Gravity Sewer Manhole Rehabilitations (MCWD-1)	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000	E
OS-0147	Ord Village Sewer Pipeline & Lift Station Impr Project (O-FM2, O-LSO)	\$96,000	\$3,300,000	\$0	\$0	\$0	\$0	\$0	\$3,396,000	E
OS-0152	Hatten LS Improvements Project (O-LSB)	\$0	\$75,000		\$0	\$0	\$0		\$75,000	E
OS-0203	Gigling LS and FM Improvements (O-LSG)	\$0	\$2,021,079	\$0	\$0	\$0	\$0	\$0	\$2,021,079	E
OS-0351	Inter Garrison/8th Avenue Gravity Sewer Connection (MS-04)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,035,000	\$1,035,000	M
OS-0154	Del Rey Oaks-Collection System Planning (MS-01)	\$0	\$0	\$0	\$61,200	\$0	\$0	\$0	\$61,200	S
OS-0215	Demolish Ord Main Garrison WWTP (MS-05)	\$0	\$0	\$0	\$1,623,648	\$0	\$0	\$0	\$1,623,648	E
OS-0148	Sea Haven Sewer Pipeline Improvements Project (O-P4)	\$0	\$0	\$0	\$0	\$0	\$668,700	\$0	\$668,700	M
OS-0153	Misc Lift Station Improvements (MS-07)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,497,360	\$1,497,360	E
OS-0202	Gravity Sewer Improvements-DRO (MS-02)	\$0	\$0	\$0	\$0	\$0	\$502,454	\$1,537,510	\$2,039,964	M
OS-0151	Cypress Knolls Sewer Pipeline Improvements Project (MS-08)	\$0	\$0	\$0	\$0	\$0	\$0	\$97,424	\$97,424	S
OS-0150	East Garrison Lift Station Improvements (O-COND-LSEG)	\$0	\$0	\$0	\$0	\$0	\$0	\$60,700	\$60,700	E
OS-0352	Fritzche Lift Station Improvements (O-COND-LSFR)	\$0	\$0	\$0	\$0	\$0	\$0	\$117,700	\$117,700	E
OS-0206	Reservation Road Lift Station Improvements (O-COND-LSRR)	\$0	\$0	\$0	\$0	\$0	\$0	\$74,700	\$74,700	E
OS-0210	1st Ave Sewer Pipeline Replacement Project (O-P12)	\$0	\$0	\$0	\$0	\$0	\$0	\$408,340	\$408,340	M
OS-0214	Intergarrison/8th Ave SS (for East-West Connector developments)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,035,000	\$1,035,000	M
OS-0213	MOW Capacity Buy-In Beyond 2.2 MGD (MS-03)	\$0	\$0	\$0	\$0	\$0	\$0	\$11,040,808	\$11,040,808	M
OS-0353	Sewer Improvements-Seaside East - Eucalyptus Road (O-P13)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,147,500	\$2,147,500	S
OS-0216	Sewer Improvements-Seaside East (MS-06)	\$0	\$0	\$0	\$0	\$0	\$0	\$6,480,079	\$6,480,079	S
OS-0354	Replace existing 10-inch gravity with 15-24-inch near 4th Ave (O-P9)	\$0	\$0	\$0	\$0	\$0	\$0	\$942,700	\$942,700	S
	Subtotal	\$96,000	\$5,571,079	\$0	\$1,684,848	\$0	\$1,171,154	\$26,474,821	\$34,997,902	

CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT		
	General Water (29% Marina, 71% Ord)	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS	TOTAL	CATEGORY
GW-0123	B2" Zone Tank @ CSUMB " (W27)	\$0	\$140,000	\$1,275,000	\$8,102,000	\$0	\$0	\$0	\$9,517,000	M
GW-0311	Recondition Intermediate Reservoir (paint, corrosion repair, valves, etc.) (MCWD)	\$5,000	\$190,000	\$0	\$0	\$0	\$0	\$0	\$195,000	E
GW-0312	Repair/Replace Valves @ Intermediate Reservoir (MCWD)	\$5,000	\$130,000	\$0	\$0	\$0	\$0	\$0	\$135,000	E
GW-0112, 0305	A1 & A2 Zone Tanks & B/C Booster Station (G-T-A1, G-T-A2, G-PS-B, G-P2-5)	\$800,000	\$8,325,000	\$6,006,990	\$0	\$0	\$0	\$0	\$15,131,990	M
GW-0355	New 2.2 MG Reservoir @ existing B1 site (G-T-B2)	\$0	\$200,000	\$4,658,500	\$4,658,500	\$0	\$0	\$0	\$9,517,000	M
GW-0356	Pressure Reducing Valve Rebuilds (OW-67%; MW-33%) (MCWD)	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	E
GW-0357	Intertie Meter Replacement (MCWD) (GW-0307)	\$81,000	\$0	\$0	\$0	\$0	\$0	\$0	\$81,000	E
GW-0358	Marina Heights Transmission Main (G-P8)	\$0	\$0	\$0	\$0	\$2,120,000	\$0	\$0	\$2,120,000	S
GW-0210	Reservoir 1.5mg A3 (G-T-A3)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,008,000	\$7,008,000	M
GW-0359	Replace pump @Well 35 (G-W35)	\$0	\$0	\$0	\$0	\$0	\$0	\$103,000	\$103,000	E
GW-0360	Wellhead Treatment for Wells 30, 31, 34, 35 (G-W1)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,801,000	\$2,801,000	E
GW-0361	2nd Avenue extension from Imjin Rd to Reindollar Ave (G-P1)	\$0	\$0	\$0	\$1,890,000	\$0	\$0	\$0	\$1,890,000	E
GW-0366	Imjin Rd/Imjin Pkwy from 8th St to Abrams Dr (G-P6)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,169,000	\$1,169,000	M
GW-0367	Imjin Pkwy from Abrams to Marina Heights Dr (G-P7)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,640,000	\$1,640,000	M
GW-0368	Marina heights Dev from California Ave to aprox 600'N of MacArthur Dr (G-P8)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,120,000	\$2,120,000	M
GW-0369	3rd Ave from future T-A3 to 6th Ave (G-P12)	\$0	\$0	\$0	\$0	\$0	\$0	\$178,000	\$178,000	E
GW-0370	Rehabilitation of Well #31	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000	E
GW-0371	Rehabilitation of Well #29	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$150,000	E
GW-0372	Rehabilitation of Well #30	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000	E
GW-0373	Rehabilitation of Well #11	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000	E
GW-0374	Rehabilitation of Well #10	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	E
GW-0375	Rehabilitation of Well #34	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	E
GW-0376	Rehabilitation of Well #35 (WG)	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	E
GW-0378	Rehabilitation of Well #12	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000	E
	Subtotal	\$991,000	\$8,985,000	\$12,090,490	\$14,800,500	\$2,270,000	\$150,000	\$16,219,000	\$55,505,990	

CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT		
	District-Wide (24% MW, 6%MS, 56%OW, 14%OS)	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS	TOTAL	CATEGORY
WD-0106	Corp Yard Demolition & Rehab (G-WD1)	\$15,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$465,000	E
WD-0309	Human Machine Interface (HMI) Pump Station Installation (MCWD)	\$325,000	\$0	\$0	\$0	\$0	\$0	\$0	\$325,000	E
	Subtotal	\$340,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$790,000	
CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT		
	Water Augmentation	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS	TOTAL	CATEGORY
RW-0174; 0306	RUWAP - Distribution System (P-1, 2, 4, 5, 6, 8; PRV-1-6)	\$8,429,687	\$2,809,896	\$0	\$0	\$0	\$0	\$0	\$11,239,582	M
TRT-2	Onsite Conversions @ CSUMB (TRT-2)	\$0	\$0	\$750,000	\$0	\$0	\$0	\$0	\$750,000	S
TRT-1	Advance Water Treatment (TRT-1)	\$0	\$0	\$0	\$0	\$20,235,647	\$0	\$0	\$20,235,647	M
P-3	Distribution Pipeline -Abrams Rd. from Imjin to Bunker Hill (P-3)	\$0	\$0	\$0	\$0	\$0	\$421,146	\$0	\$421,146	S
P-7	Distribution Pipeline -2nd Ave. from 10th St. to 9th St. (P-7)	\$0	\$137,330	\$0	\$0	\$0	\$0	\$0	\$137,330	M
P-9	Distribution Pipeline -from Black Horse Res. to Eucalyptus Rd. (P-9)	\$0	\$0	\$0	\$0	\$0	\$0	\$571,055	\$571,055	M
P-10	Distribution Pipeline - Normandy from GJM Blvd to Parker Flats Rd. (P-10)	\$0	\$0	\$0	\$0	\$0	\$0	\$430,302	\$430,302	M
WAP 1	Advance Water Treatment (WAP-1)	\$0	\$0	\$0	\$12,973,333	\$0	\$0	\$0	\$12,973,333	M
WAP 2	Distribution Facilities (WAP-2)	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	M
WAP 3	Monitoring Wells (WAP-3)	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000	M
WAP 4	Injection Well Facilities (WAP-4)	\$0	\$0	\$0	\$5,526,667	\$0	\$0	\$0	\$5,526,667	M
	Subtotal	\$8,429,687	\$2,947,226	\$750,000	\$20,000,000	\$20,235,647	\$421,146	\$1,001,357	\$53,785,062	

Marina Coast Water District
Agenda Transmittal

Agenda Item: 11-B

Meeting Date: April 19, 2021

Submitted By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Receive a Presentation on the Draft District FY 2021-2022 Budget, Rates, Fees and Charges for the Marina and Ord Community Service Areas and Provide Direction Regarding Preparation of the Final Budget Documents

Staff Recommendation: The Board receives the presentation on the draft District budget for FY 2021-2022 and provides direction to staff regarding preparation of the final budget documents.

Background: Board Goals/Objectives: *Strategic Plan, Objective No. 3 – 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.*

On February 16, 2021, the Board set the date for the FY 2021-2022 Budget Workshop for April 19, 2021.

Discussion/Analysis: The Draft 2021-2022 District Budget was distributed to the Board on April 15, 2021 for review in preparation for the budget workshop. Edits and further revisions are anticipated based on discussions by the Board of the Draft Budget and on items for consideration by the Board on the May 17, 2021 Board agenda.

Environmental Review Compliance: None.

Financial Impact: ___ Yes ___ **X** ___ No

Funding Source/Recap: None

Materials Included for Information/Consideration: [Draft FY 2021-2022 Budget Document dated April 19, 2021 provided separately.](#)

Action Required: ___ Resolution ___ Motion ___ **X** ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Staff Reports

Marina Coast Water District
Staff Report

Agenda Item: 12-A

Meeting Date: April 19, 2021

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Fiscal Impact of COVID-19 Report

Summary: The Board of Directors requested monthly reports on the possible impact to the District's finances due to COVID-19.

This report includes the following:

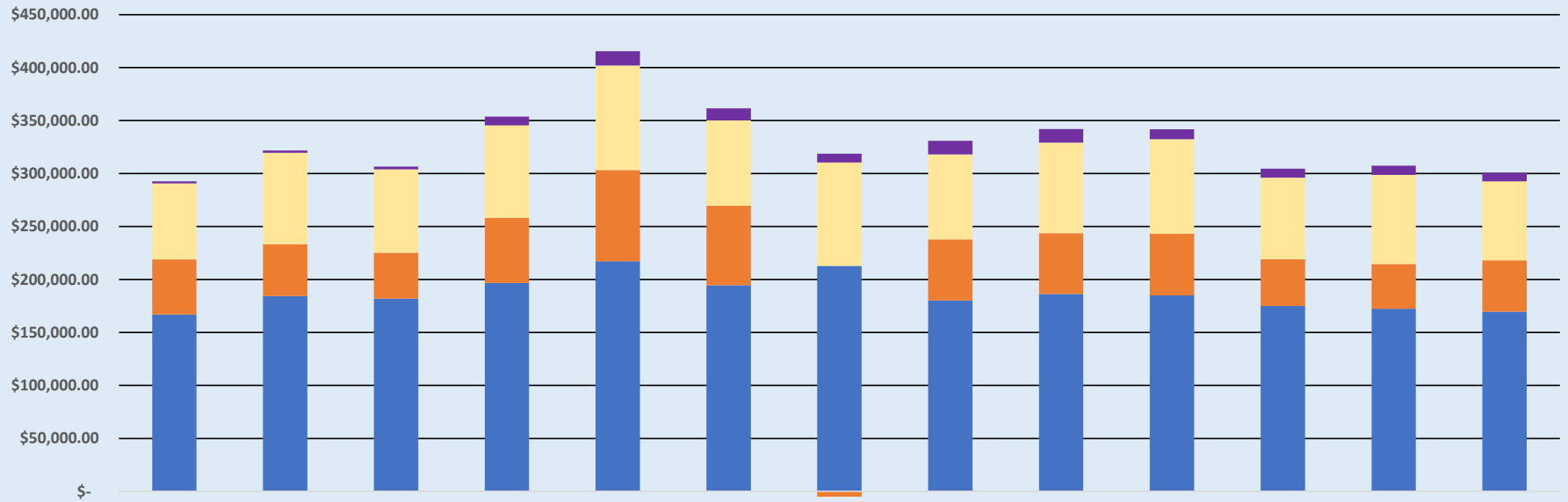
- Monthly revenues for the months during the pandemic
- Customer accounts aging information including changes from month to month
- Monthly customer payments comparison for the months March through March of 2019-2020 and 2020-2021
- Graphs of delinquent accounts as of March 31, 2021

Water revenue for Central Marina decreased slightly (\$6,700) in March 2021 from 2020 while the Ord Community increased approximately \$30,800 in March 2021 from 2020 which may be attributable to a dryer March in 2021, the rate increase which took effect January 1, 2021, and the increase in customers due to development.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic \$79,217 and \$303,427, respectively. Regarding the Ord Community, there are contributing factors other than COVID-19 which have caused the fluctuations of its Accounts Receivable balances such as the timing of payments from Monterey Bay Military Housing and a growing customer base.

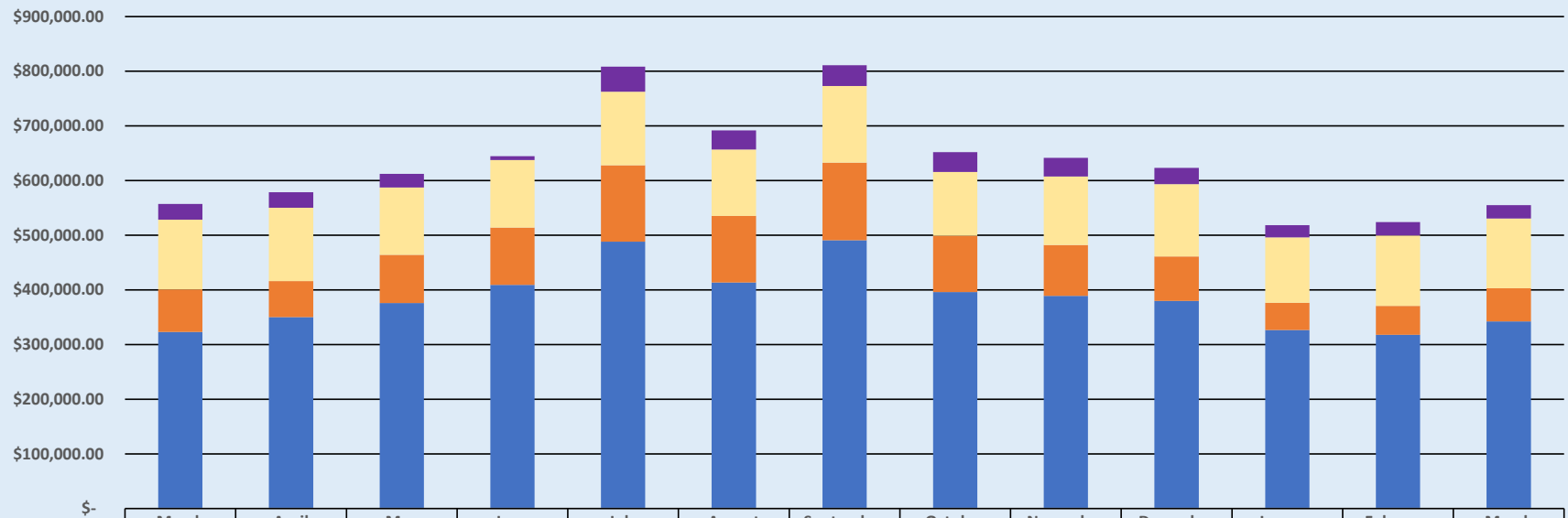
This report also includes a graph of the number of delinquent accounts for Central Marina and the Ord Community. Of the delinquent accounts, 114 from Central and Marina and 183 from the Ord Community have a history prior to the pandemic of being delinquent and had previously been issued door tags.

Central Marina Water Revenues
March 1, 2020 - March 31, 2021



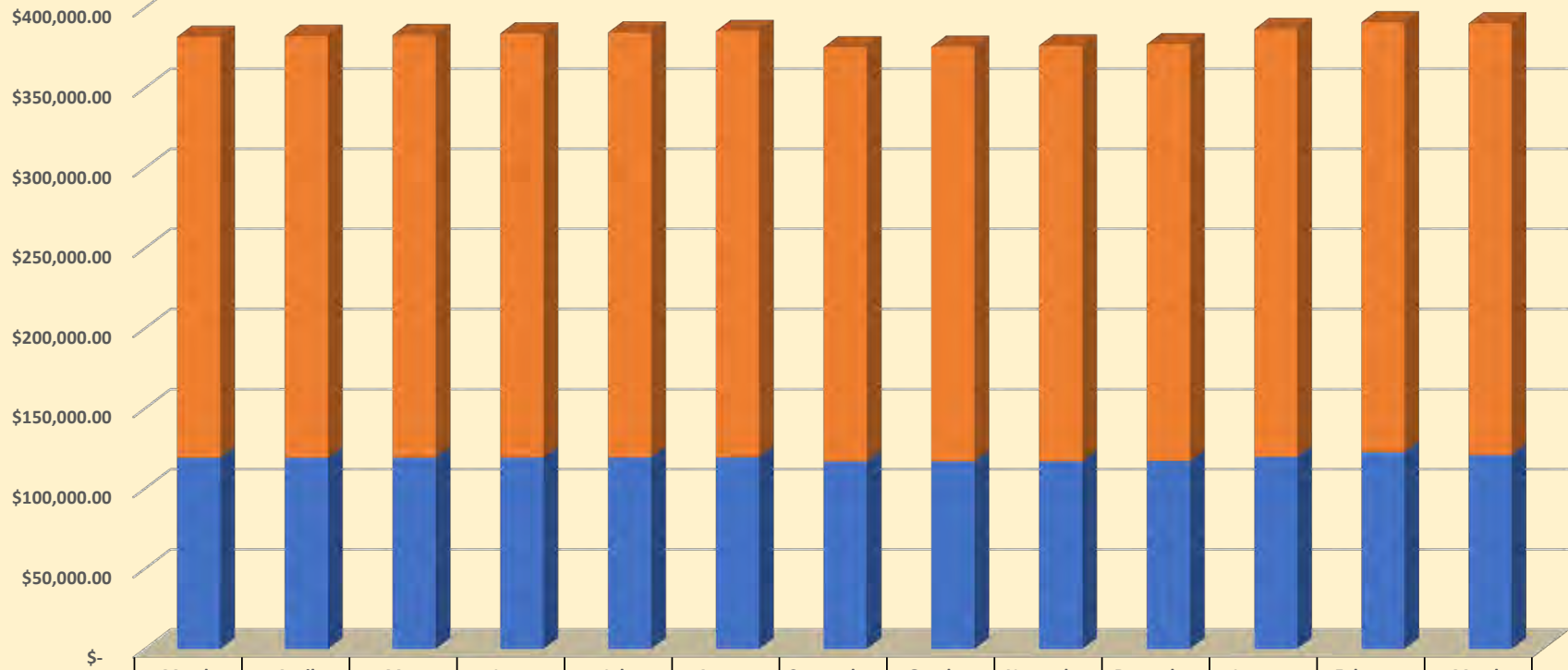
	March	April	May	June	July	August	September	October	November	December	January	February	March
Government	\$2,082.69	\$2,199.53	\$2,681.08	\$8,375.25	\$13,586.13	\$11,344.27	\$8,345.98	\$12,749.96	\$12,877.58	\$9,536.70	\$8,384.45	\$8,677.27	\$8,032.03
Multiples	\$71,831.26	\$86,182.79	\$78,597.85	\$87,366.97	\$98,755.54	\$80,699.32	\$97,683.09	\$80,338.00	\$85,602.05	\$89,015.05	\$77,107.91	\$84,148.56	\$74,681.38
Business	\$51,839.34	\$49,101.90	\$43,414.04	\$61,302.08	\$86,073.91	\$75,076.74	\$(5,140.09)	\$57,617.31	\$57,423.10	\$58,349.34	\$44,144.90	\$42,154.49	\$48,373.31
Residential	\$166,956.53	\$184,263.74	\$181,864.34	\$196,780.25	\$217,199.72	\$194,559.93	\$212,776.78	\$180,109.42	\$186,182.81	\$184,973.62	\$174,894.00	\$172,432.28	\$169,626.80

Ord Community Water Revenues
March 1, 2020 - March 31, 2021



	March	April	May	June	July	August	September	October	November	December	January	February	March
■ Government	\$28,705.32	\$28,205.14	\$24,812.12	\$7,117.78	\$45,626.05	\$34,741.52	\$38,048.94	\$36,498.97	\$33,893.68	\$29,793.26	\$22,165.90	\$24,507.28	\$24,338.36
■ Multiples	\$127,466.37	\$134,402.07	\$123,469.80	\$123,338.62	\$134,837.97	\$121,642.40	\$140,171.48	\$116,289.72	\$125,379.90	\$132,231.13	\$119,799.47	\$129,027.19	\$127,672.41
■ Business	\$77,760.83	\$66,012.14	\$88,048.44	\$104,917.17	\$139,750.23	\$121,974.19	\$141,890.02	\$103,252.88	\$93,126.92	\$81,177.36	\$49,876.33	\$52,694.88	\$60,638.43
■ Residential	\$323,154.92	\$350,068.79	\$375,972.19	\$409,233.62	\$488,106.15	\$413,442.67	\$490,842.88	\$396,034.11	\$389,103.18	\$380,058.60	\$326,480.69	\$317,968.49	\$342,339.79

MCWD Sewer Revenues
March 1, 2020 - March 31, 2021



	March	April	May	June	July	August	September	October	November	December	January	February	March
Ord Community	\$262,703.2	\$263,249.7	\$263,784.7	\$264,722.8	\$265,196.2	\$265,921.1	\$258,470.6	\$258,684.3	\$259,313.7	\$259,998.9	\$266,944.1	\$268,364.7	\$269,360.9
Central Marina	\$119,282.6	\$119,288.1	\$119,282.3	\$119,345.1	\$119,476.6	\$119,611.6	\$116,969.0	\$117,073.2	\$117,247.0	\$117,350.2	\$119,877.5	\$122,692.8	\$121,033.0

MARINA COAST WATER DISTRICT
CUSTOMER ACCOUNTS AGING REPORT
March 9, 2020 - April 9, 2021

Central Marina

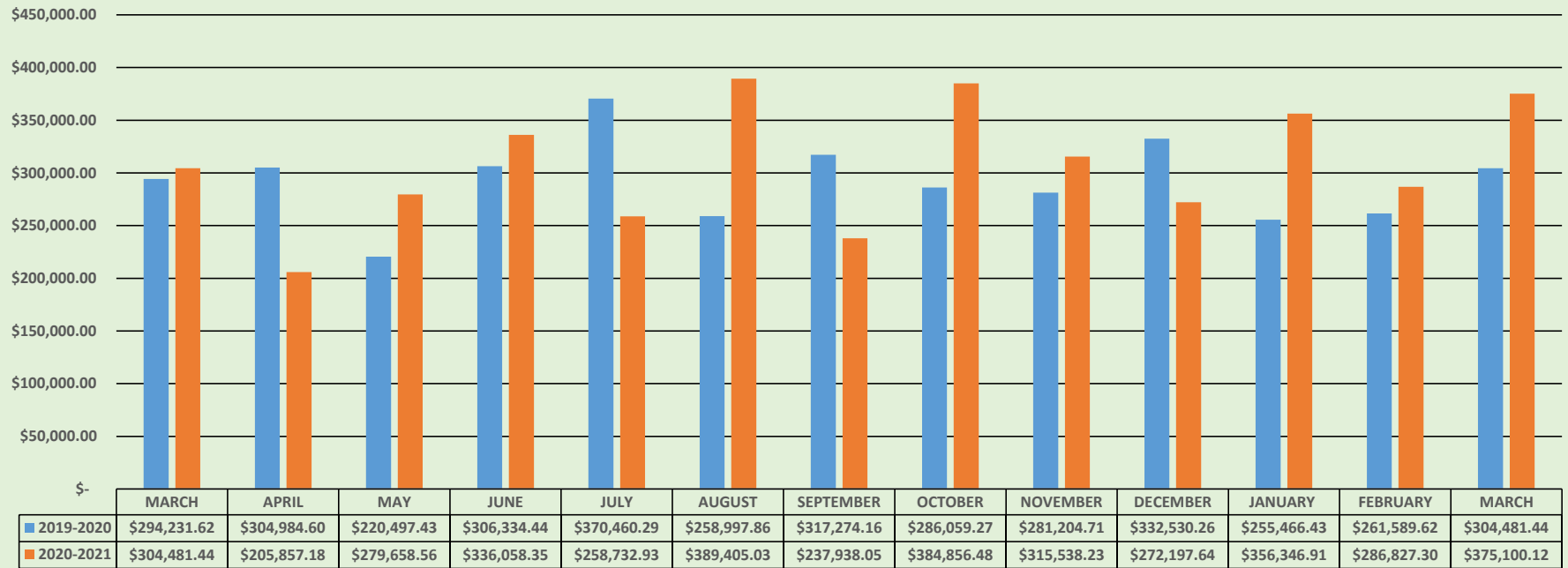
Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals
3/9/2020	\$ 35,543.27	\$ 3,875.86	\$ 4,293.09	\$ 1,611.13	\$ 45,323.35
4/9/2020	\$ 33,044.70	\$ 18,181.54	\$ 5,496.77	\$ 5,547.47	\$ 62,270.48
5/9/2020	\$ 28,890.08	\$ 20,642.06	\$ 17,487.23	\$ 9,091.91	\$ 76,111.28
6/9/2020	\$ 39,927.48	\$ 25,974.41	\$ 15,855.18	\$ 22,165.01	\$ 103,922.08
7/9/2020	\$ 43,632.74	\$ 22,222.86	\$ 15,085.37	\$ 32,877.48	\$ 113,818.45
8/9/2020	\$ 45,054.24	\$ 29,946.55	\$ 18,451.47	\$ 45,986.88	\$ 139,439.14
9/9/2020	\$ 43,548.42	\$ 24,815.16	\$ 24,374.86	\$ 57,567.51	\$ 150,305.95
10/9/2020	\$ 29,226.84	\$ 28,373.54	\$ 20,949.76	\$ 75,844.87	\$ 154,395.01
11/9/2020	\$ 70,822.42	\$ 16,122.69	\$ 19,815.89	\$ 82,391.92	\$ 189,152.92
12/9/2020	\$ 40,444.31	\$ 30,617.06	\$ 9,431.04	\$ 93,752.24	\$ 174,244.65
1/9/2021	\$ 29,660.47	\$ 23,705.57	\$ 25,876.15	\$ 92,917.62	\$ 172,159.81
2/9/2021	\$ 31,396.13	\$ 17,460.42	\$ 13,737.57	\$ 67,143.37	\$ 129,737.49
3/9/2021	\$ 34,426.99	\$ 26,395.63	\$ 7,234.00	\$ 69,816.02	\$ 137,872.64
4/9/2021	\$ 27,055.17	\$ 16,801.95	\$ 19,295.65	\$ 61,387.56	\$ 124,540.33
April Change	\$ (2,498.57)	\$ 14,305.68	\$ 1,203.68	\$ 3,936.34	\$ 16,947.13
%	-7%	369%	28%	244%	37%
May Change	\$ (4,154.62)	\$ 2,460.52	\$ 11,990.46	\$ 3,544.44	\$ 13,840.80
%	-13%	14%	218%	64%	22%
June Change	\$ 11,037.40	\$ 5,332.35	\$ (1,632.05)	\$ 13,073.10	\$ 27,810.80
%	38%	26%	-9%	144%	37%
July Change	\$ 3,705.26	\$ (3,751.55)	\$ (769.81)	\$ 10,712.47	\$ 9,896.37
%	9%	-14%	-5%	48%	10%
August Change	\$ 1,421.50	\$ 7,723.69	\$ 3,366.10	\$ 13,109.40	\$ 25,620.69
%	3%	35%	22%	40%	23%
September Change	\$ (1,505.82)	\$ (5,131.39)	\$ 5,923.39	\$ 11,580.63	\$ 10,866.81
%	-3%	-17%	32%	25%	8%
October Change	\$ (14,321.58)	\$ 3,558.38	\$ (3,425.10)	\$ 18,277.36	\$ 4,089.06
%	-33%	14%	-14%	32%	3%
November Change	\$ 41,595.58	\$ (12,250.85)	\$ (1,133.87)	\$ 6,547.05	\$ 34,757.91
%	142%	-43%	-5%	9%	23%
December Change	\$ (30,378.11)	\$ 14,494.37	\$ (10,384.85)	\$ 11,360.32	\$ (14,908.27)
%	-43%	90%	-52%	14%	-8%
January Change	\$ (10,783.84)	\$ (6,911.49)	\$ 16,445.11	\$ (834.62)	\$ (2,084.84)
%	-27%	-23%	174%	-1%	-1%
February Change	\$ 1,735.66	\$ (6,245.15)	\$ (12,138.58)	\$ (25,774.25)	\$ (42,422.32)
	6%	-26%	-47%	-28%	-25%
March Change	\$ 3,030.86	\$ 8,935.21	\$ (6,503.57)	\$ 2,672.65	\$ 8,135.15
%	10%	51%	-47%	4%	6%
April Change	\$ (7,371.82)	\$ (9,593.68)	\$ 12,061.65	\$ (8,428.46)	\$ (13,332.31)
%	-21%	-36%	167%	-12%	-10%

**MARINA COAST WATER DISTRICT
CUSTOMER ACCOUNTS AGING REPORT
March 9, 2020 - April 9, 2021**

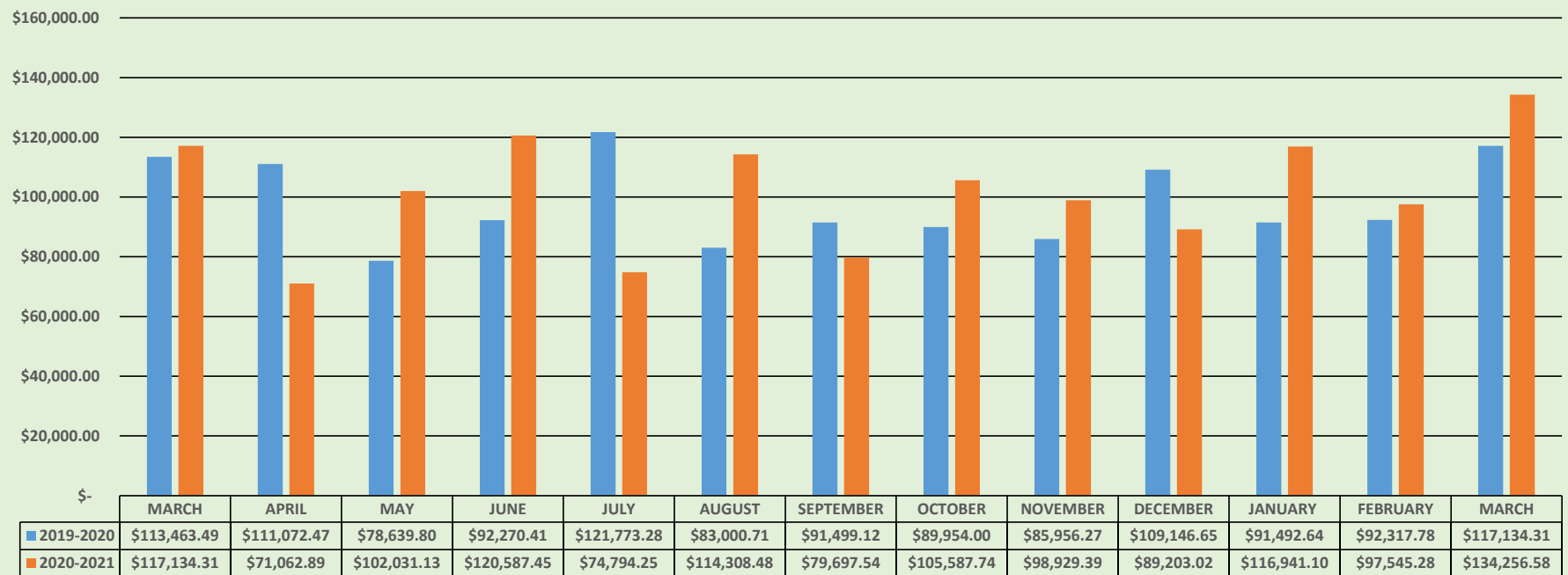
Ord Community

Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals
3/9/2020	\$ 78,063.43	\$ 38,972.14	\$ 27,577.38	\$ 736,205.62	\$ 880,818.57
4/9/2020	\$ 183,093.08	\$ 36,958.46	\$ 34,182.46	\$ 763,144.50	\$ 1,017,378.50
5/9/2020	\$ 81,034.10	\$ 50,592.95	\$ 28,286.58	\$ 796,635.38	\$ 956,549.01
6/9/2020	\$ 204,477.47	\$ 36,657.50	\$ 40,258.61	\$ 819,592.36	\$ 1,100,985.94
7/9/2020	\$ 73,155.37	\$ 36,455.57	\$ 22,504.91	\$ 846,761.28	\$ 978,877.13
8/9/2020	\$ 110,662.92	\$ 39,168.25	\$ 30,354.44	\$ 861,384.93	\$ 1,041,570.54
9/9/2020	\$ 289,279.76	\$ 47,257.11	\$ 26,094.02	\$ 882,409.83	\$ 1,245,040.72
10/9/2020	\$ 93,320.29	\$ 47,082.34	\$ 33,515.20	\$ 898,474.92	\$ 1,072,392.75
11/9/2020	\$ 115,739.57	\$ 61,127.13	\$ 33,281.67	\$ 920,152.71	\$ 1,130,301.08
12/9/2020	\$ 121,852.36	\$ 63,221.63	\$ 36,731.00	\$ 931,491.63	\$ 1,153,296.62
1/9/2021	\$ 222,545.82	\$ 32,657.11	\$ 27,816.88	\$ 926,666.82	\$ 1,209,686.63
2/9/2021	\$ 97,851.99	\$ 48,932.56	\$ 32,264.23	\$ 964,505.36	\$ 1,143,554.14
3/9/2021	\$ 214,438.36	\$ 50,784.04	\$ 39,867.14	\$ 979,852.20	\$ 1,284,941.74
4/9/2021	\$ 94,216.02	\$ 50,349.93	\$ 39,352.66	\$ 997,326.53	\$ 1,181,245.14
April Change	\$ 105,029.65	\$ (2,013.68)	\$ 6,605.08	\$ 26,938.88	\$ 136,559.93
%	135%	-5%	24%	4%	16%
May Change	\$ (102,058.98)	\$ 13,634.49	\$ (5,895.88)	\$ 33,490.88	\$ (60,829.49)
%	-56%	37%	-17%	4%	-6%
June Change	\$ 123,443.37	\$ (13,935.45)	\$ 11,972.03	\$ 22,956.98	\$ 144,436.93
%	152%	-28%	42%	3%	15%
July Change	\$ (131,322.10)	\$ (201.93)	\$ (17,753.70)	\$ 27,168.92	\$ (122,108.81)
%	-64%	-1%	-44%	3%	-11%
August Change	\$ 37,507.55	\$ 2,712.68	\$ 7,849.53	\$ 14,623.65	\$ 62,693.41
%	51%	7%	35%	2%	6%
September Change	\$ 178,616.84	\$ 8,088.86	\$ (4,260.42)	\$ 21,024.90	\$ 203,470.18
%	161%	21%	-14%	2%	20%
October Change	\$ (195,959.47)	\$ (174.77)	\$ 7,421.18	\$ 16,065.09	\$ (172,647.97)
%	-68%	0%	28%	2%	-14%
November Change	\$ 22,419.28	\$ 14,044.79	\$ (233.53)	\$ 21,677.79	\$ 57,908.33
%	24%	30%	-1%	2%	5%
December Change	\$ 6,112.79	\$ 2,094.50	\$ 3,449.33	\$ 11,338.92	\$ 22,995.54
%	5%	3%	10%	1%	2%
January Change	\$ 100,693.46	\$ (30,564.52)	\$ (8,914.12)	\$ (4,824.81)	\$ 56,390.01
%	83%	-48%	-24%	-1%	5%
February Change	\$ (124,693.83)	\$ 16,275.45	\$ 4,447.35	\$ 37,838.54	\$ (66,132.49)
%	-56%	50%	16%	4%	-5%
March Change	\$ 116,586.37	\$ 1,851.48	\$ 7,602.91	\$ 15,346.84	\$ 141,387.60
%	119%	4%	24%	2%	12%
April Change	\$ (120,222.34)	\$ (434.11)	\$ (514.48)	\$ 17,474.33	\$ (103,696.60)
%	-56%	-1%	-1%	2%	-8%

Central Marina Monthly Water Customer Payments
March 2019 - March 2021



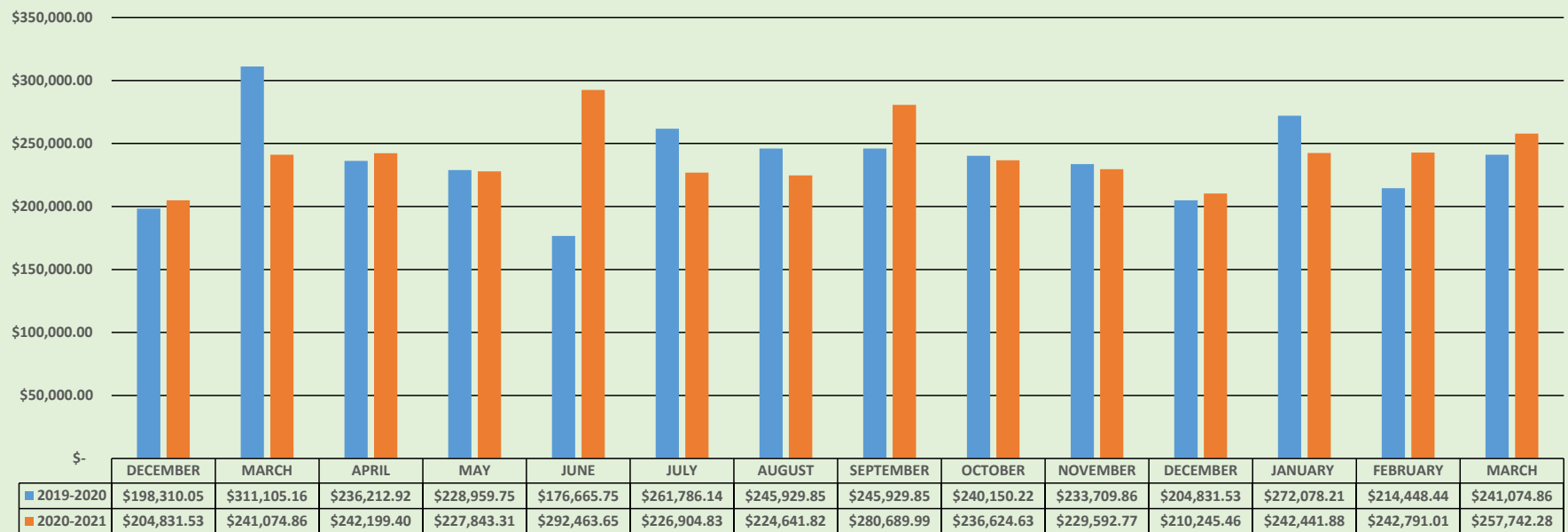
Central Marina Monthly Sewer Customer Payments
March 2019 - March 2021



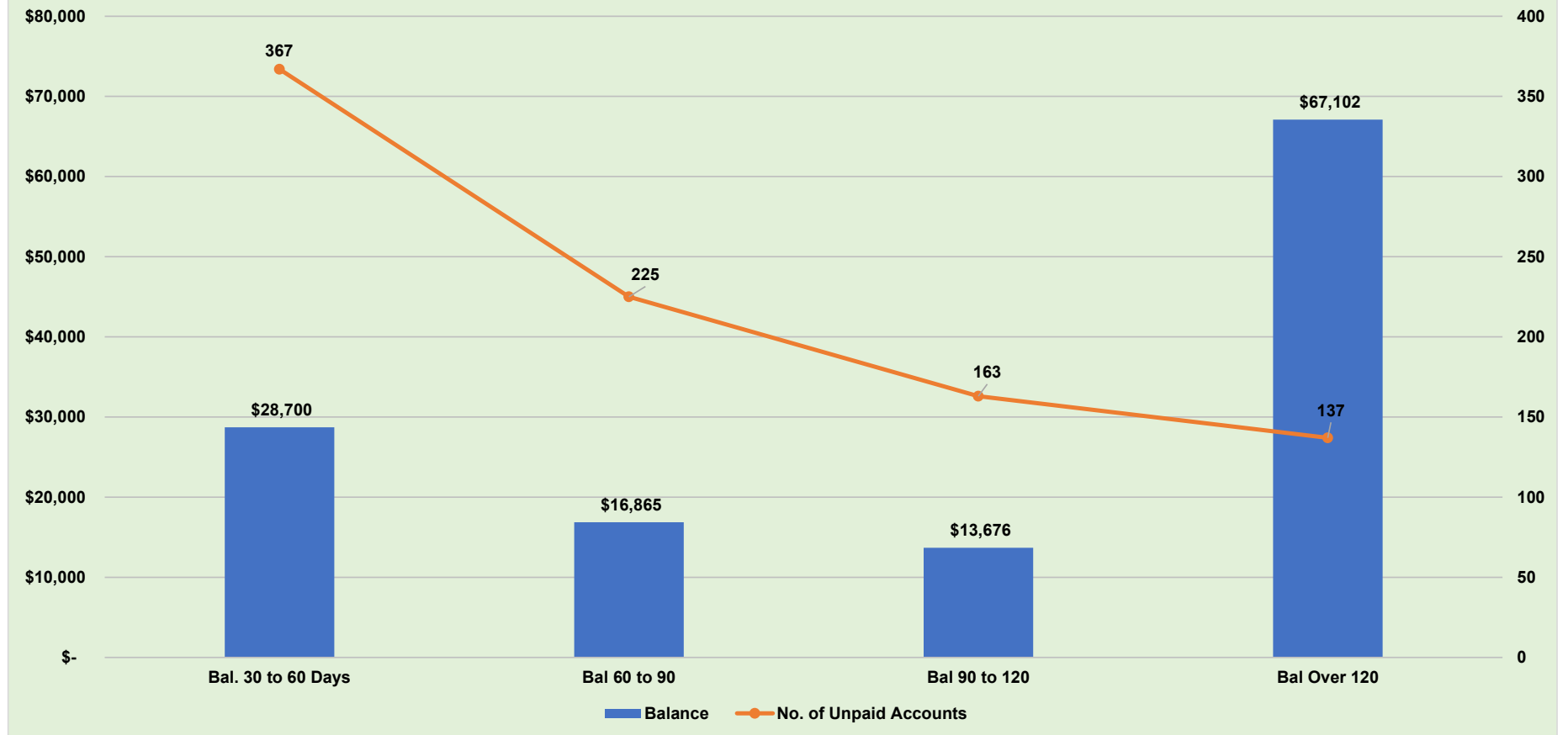
**Ord Community Monthly Water Customer Payments
March 2019 - March 2021**



Ord Community Monthly Sewer Customer Payments March 2019 - March 2021



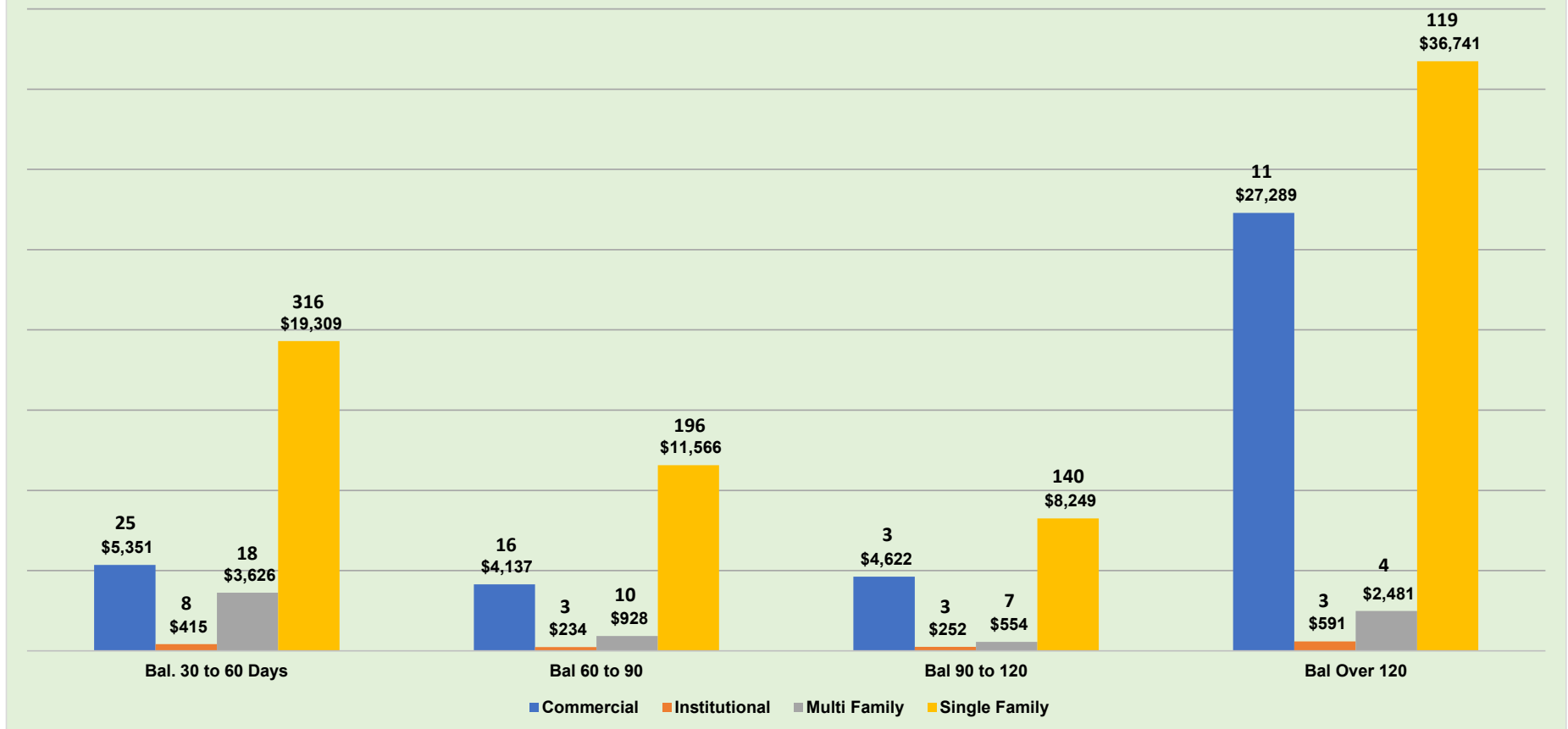
Unpaid Balances for Central Marina As of March 31, 2021



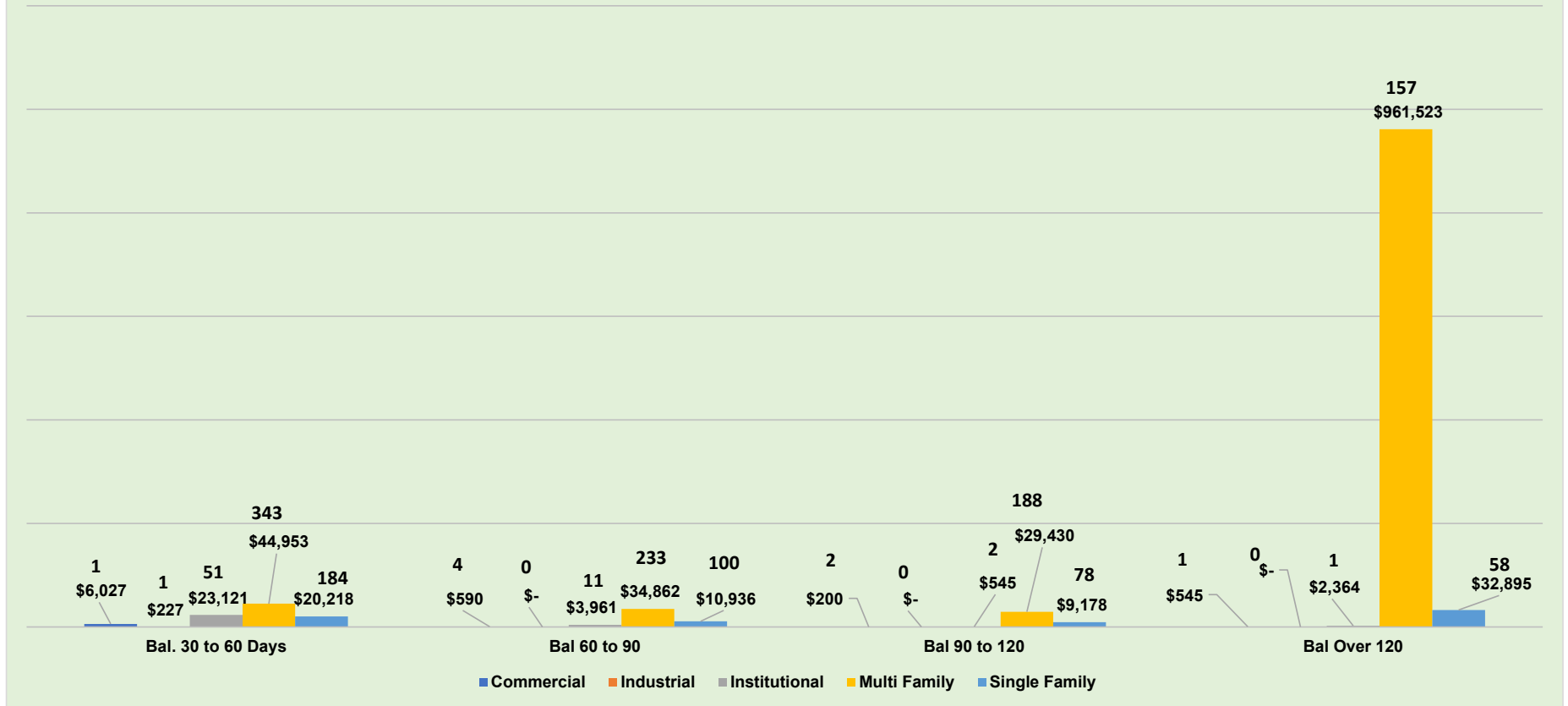
Unpaid Balances for the Ord Community As of March 31, 2021



Unpaid Balances By ST Category (Marina) As of March 31, 2021



Unpaid Balances By ST Category (Ord Community) As of March 31, 2021



Marina Coast Water District
Staff Report

Agenda Item: 12-B

Meeting Date: April 19, 2021

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: 1st Quarter 2021 District Water Consumption Report

Summary: The Board of Directors is requested to receive the 1st Quarter 2021 District Water Consumption Report. The report is a ten-year comparative report that is provided to the Board on a quarterly basis. Quarterly water consumption reports of the Ord Community have been submitted to the Board since 2006 and are organized by land-use jurisdiction. Reports submitted since 2016 include the consumption information for Central Marina as well as an analysis of variances between current-year projected consumption and prior-year consumption. In addition, two graphs of the data in the consumption report are included; 1) 10-Year Comparison of Annual Usage of Central Marina and the Ord Community; and 2) 10-Year Comparison of Annual Usage of the Ord Community by Jurisdiction.

Informational annotations for the data included in the report are as follows:

- The rainfall received in the 1st quarter of 2021 (January, February, March) in Marina was 5.90” inches. This amount of rainfall is only 69% of the historical, quarterly average (8.54” inches). Hardly any rain arrived in February, the month when most rainfall is typically received. Since July (Rain-Year-To-Date), 7.98” inches of rainfall occurred. The historical average amount for this period is 13.37” inches.
- The first quarter measured evapotranspiration rate in South Salinas was 7.82” inches. This measurement was 0.60” inches above the historic quarterly average reading of 7.22” inches.



Marina Coast Water District

10 Year Annual Consumption as of March 31, 2021

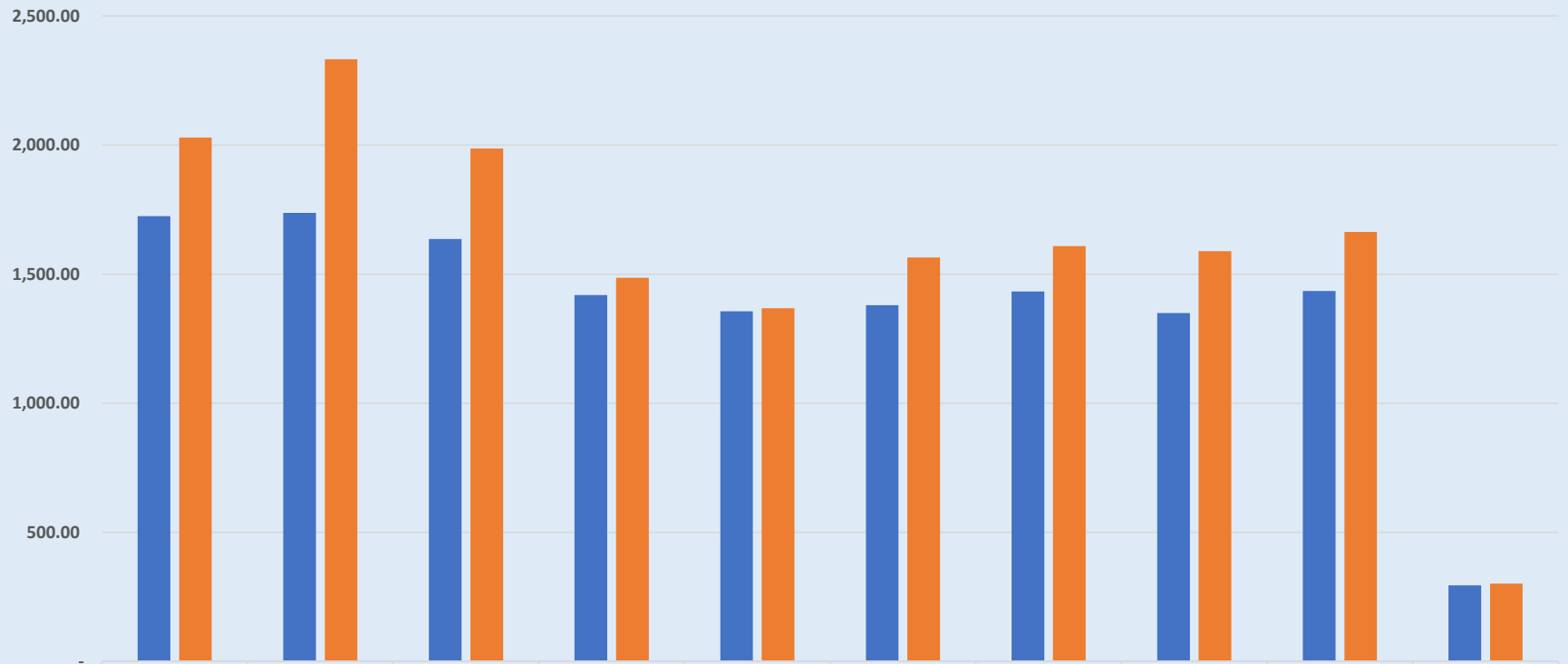
Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2012..2021; Subdivision = *

Subdivision	2012 Consumption	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	As of 03/31/21 2021 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
Boundary: Central Marina													
Central Marina	1,684.30	1,696.33	1,599.61	1,389.33	1,327.55	1,349.97	1,401.39	1,315.43	1,402.73	288.29			
East Ridge	10.67	11.03	10.15	8.16	7.92	8.04	8.18	9.30	8.92	1.53			
MarinaConstruction	-	-	-	-	-	-	-	3.33	0.14	-			
MB Estates II	13.67	14.48	12.27	9.74	9.40	9.61	10.66	9.10	10.17	1.82			
MB Estates III	5.29	4.47	3.86	3.17	2.73	2.95	3.46	4.00	4.20	0.88			
Sea Breeze	10.65	11.24	10.27	9.02	8.81	8.80	8.91	7.92	8.87	2.08			
Total Central Marina	1,724.57	1,737.56	1,636.16	1,419.42	1,356.41	1,379.37	1,432.60	1,349.08	1,435.02	294.58			
Boundary: FOArmy													
Army (unmetered)	377.00	377.00	200.75	205.80	224.64	190.94	52.17	10.52	0.21	-			
Army	24.80	27.53	22.84	19.39	25.05	24.51	26.59	27.30	22.24	3.78			
Fitch Park	70.23	80.05	66.31	60.20	56.97	97.06	101.43	103.71	105.04	19.61			
Hayes Park	74.79	77.32	71.18	53.40	46.78	53.24	59.12	53.65	51.37	7.25			
Marshall Park	-	-	-	-	-	5.66	56.35	59.42	56.48	13.97			
Ord Kidney	95.54	104.17	80.47	71.44	70.02	70.14	83.27	108.33	128.11	15.14			
Stilwell Park	26.65	44.01	28.44	33.74	23.91	21.47	32.21	50.33	45.78	11.23			
Total FOArmy	669.01	710.07	470.00	443.97	447.37	463.02	411.12	413.28	409.23	70.99	1,577.00	394.25	18.01%
Boundary: FOCOUNTY													
County	5.35	9.75	3.00	3.17	5.40	8.78	4.91	7.24	1.04	0.18			
CountyConstruction	1.71	0.57	-	-	0.68	-	0.86	-	-	-			
EastGarrison	2.80	5.56	35.21	71.62	65.92	136.90	175.55	202.19	225.57	41.85			
Total FOCOUNTY	9.85	15.89	38.21	74.79	72.00	145.68	181.32	209.43	226.62	42.03	710.00	177.50	23.68%
Boundary: FOCSUMB													
CSUMB	156.05	176.63	152.68	104.04	97.61	128.61	130.90	113.71	86.87	12.35			
Frederick Park	93.13	93.21	63.02	65.91	67.34	63.52	56.50	42.83	30.22	6.97			
Schoonover I	127.43	123.49	105.32	102.44	97.96	98.39	103.86	99.17	101.81	19.59			
Schoonover II	28.88	32.10	23.92	20.69	20.15	23.84	26.73	21.77	23.47	4.02			
Total FOCSUMB	405.50	425.43	344.95	293.08	283.06	314.36	317.98	277.48	242.37	42.94	1,035.00	258.75	16.59%

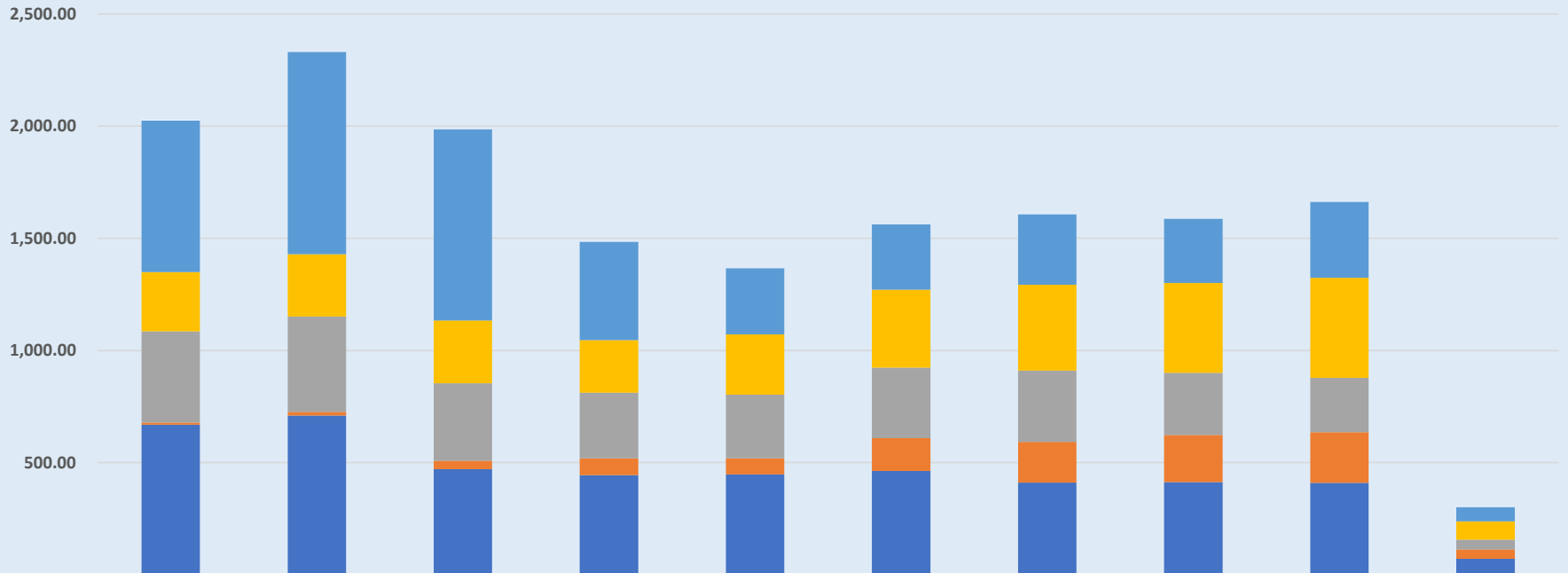
Subdivision	2012 Consumption	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	As of 03/31/21 2021 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
Boundary: FOMarina													
Abrams HAuthor	10.31	12.14	8.98	8.39	9.43	10.77	12.02	5.90	7.16	1.11			
Abrams Interim	5.12	5.42	4.92	3.89	3.75	4.12	4.56	3.43	5.15	1.16			
Abrams Park	62.12	56.35	56.92	44.20	39.54	50.92	54.50	52.45	47.92	8.90			
Dunes CHOMP	8.19	7.14	9.12	8.58	6.77	5.41	6.88	6.42	3.51	0.44			
Dunes Comm	15.12	16.81	14.28	12.71	14.06	30.12	32.89	30.66	25.43	5.22			
Dunes on MB Res	-	-	0.10	4.69	24.69	45.20	64.16	64.39	79.30	14.83			
Dunes UV Apts	10.76	9.13	28.85	33.97	20.23	23.56	23.86	23.85	20.72	3.85			
Dunes UVSpecPlan	3.44	5.06	3.52	1.98	2.45	3.24	2.25	1.34	0.88	0.11			
Dunes VA DOD	-	-	-	-	0.09	5.42	2.08	2.61	2.25	0.37			
Imjin Office Park	2.30	1.28	1.60	2.03	4.89	4.61	2.47	7.93	9.09	1.55			
Marina	11.78	17.81	13.80	16.99	31.61	31.54	36.65	36.42	21.60	3.60			
MarinaAirport	5.26	4.08	2.75	2.30	2.03	2.77	7.50	3.45	6.24	0.86			
MarinaConstruction	8.56	16.55	35.13	25.33	39.64	42.83	25.28	35.63	68.54	10.58			
MarinaRecreation	-	-	-	-	-	0.05	-	-	-	-			
Preston Park	103.14	101.17	83.30	51.93	51.63	56.30	61.31	55.97	66.12	13.75			
Preston Shelter	6.39	6.63	5.85	5.43	6.63	5.83	5.92	5.06	4.16	1.48			
School	3.23	4.26	3.34	4.54	1.93	1.95	2.27	2.72	2.64	0.12			
SeaHaven	8.97	13.61	7.49	7.34	10.02	23.37	37.67	61.92	75.21	14.34			
Total FOMarina	264.68	277.44	279.97	234.28	269.40	348.02	382.28	400.15	445.91	82.27	1,325.00	331.25	24.83%
Boundary: FOSeaside													
Bay View	85.15	91.10	79.48	44.24	46.43	57.97	51.60	46.94	57.50	15.85			
GolfCourse	265.42	457.47	524.88	139.06	1.18	1.11	1.16	0.19	0.15	0.03			
Marina Coast Water District	-	-	-	-	-	-	-	0.04	0.08	0.11			
School	79.34	102.72	39.80	50.02	48.91	30.95	43.57	44.06	58.89	5.93			
Seaside	13.38	5.65	4.17	3.91	7.08	5.97	8.06	2.24	3.21	1.08			
Seaside Resort	0.31	0.45	0.63	0.51	0.89	0.98	1.23	1.21	1.89	0.22			
Seaside Soper	6.86	11.38	12.70	9.58	9.30	8.50	9.12	8.13	11.04	0.54			
SeasideConstruction	13.38	10.00	11.39	18.86	14.39	13.41	13.65	8.64	9.64	6.99			
SeasideHighland	146.57	158.76	134.27	123.69	109.28	114.89	126.20	116.47	134.89	20.25			
Sun Bay	66.54	64.40	44.95	48.70	57.89	58.66	59.44	59.13	61.21	12.08			
Total FOSeaside	676.95	901.94	852.27	438.57	295.35	292.44	314.02	287.04	338.50	63.08	1,012.50	253.13	24.92%
Boundary: FOUCMBES													
UCMBest	2.57	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.73	0.22			
Total FOUCMBES	2.57	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.73	0.22	230.00	57.50	0.39%
Total Ord Community	2,028.57	2,332.06	1,986.51	1,485.62	1,367.93	1,564.81	1,608.53	1,588.48	1,663.36	301.53	5,889.50	1,472.38	20.48%
Grand Total	3,753.14	4,069.62	3,622.66	2,905.03	2,724.34	2,944.18	3,041.13	2,937.56	3,098.38	596.11			

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



	2012	2013	2014	2015	2016	2017	2018	2019	2020	As of 03/31/21
Central Marina	1,724.57	1,737.56	1,636.16	1,419.42	1,356.41	1,379.37	1,432.60	1,349.08	1,435.02	294.58
Ord Community	2,028.57	2,332.06	1,986.51	1,485.62	1,367.93	1,564.81	1,608.53	1,588.48	1,663.36	301.53

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



Marina Coast Water District

10 Year Annual Consumption as of March 31, 2021

Subdivision	As of 03/31/21	As of 03/31/20	2021 vs. 2020	%	Explanation
	2021 Consumption	2020 Consumption			
East Ridge	1.53	1.73	(0.20)	-12%	Higher use in March 2020 than March 2021
MarinaConstruction	-	0.01	(0.01)	-100%	Amount varies with construction activity
Sea Breeze	2.08	1.56	0.52	33%	Due to COVID-19 higher use
Army (unmetered)	-	0.14	(0.14)	-100%	All unmetered accounts are metered.
Army	3.78	5.40	(1.62)	-30%	Due to COVID-19 closure
Hayes Park	7.25	6.24	1.01	16%	Due to COVID-19 higher use
County	0.18	0.22	(0.05)	-20%	Due to COVID-19 closure
EastGarrison	41.85	35.01	6.85	20%	Increase due to COVID-19 and development
CSUMB	12.35	18.02	(5.67)	-31%	Due to COVID-19 closure
Frederick Park	6.97	9.49	(2.52)	-27%	Due to COVID-19 closure
Schoonover II	4.02	4.64	(0.61)	-13%	Due to COVID-19 closure
Abrams Interim	1.16	1.48	(0.32)	-22%	Varies depending on occupancy
Dunes CHOMP	0.44	1.22	(0.78)	-64%	Due to COVID-19 closure
Dunes Comm	5.22	6.58	(1.36)	-21%	Due to COVID-19 closure
Dunes on MB Res	14.83	16.87	(2.04)	-12%	Reduction of Irrigation Use in 2021 vs. 2020
Dunes UV Apts	3.85	4.86	(1.01)	-21%	Reduction of Irrigation Use in 2021 vs. 2020
Dunes UVSpecPlan	0.11	0.30	(0.19)	-62%	Due to COVID-19 closure
Dunes VA DOD	0.37	0.41	(0.04)	-10%	Due to COVID-19 closure
Marina	3.60	8.45	(4.85)	-57%	Due to COVID-19
MarinaAirport	0.86	0.76	0.10	13%	Due to increase use from Joby
Preston Shelter	1.48	0.90	0.58	64%	Varies depending on occupancy
School	0.12	0.26	(0.14)	-54%	Due to COVID-19 closure
SeaHaven	14.34	10.68	3.66	34%	Increase due to COVID-19 and development
Bay View	15.85	11.39	4.47	39%	Due to COVID-19 higher use
GolfCourse	0.03	0.06	(0.03)	-52%	Usage higher in Mar. 2020 vs. 2021
Marina Coast Water District	0.11	0.00	0.10	2250%	Blackhorse Reservoir Usage - started end of Quarter in 2020
School	5.93	5.32	0.61	12%	Increased usage of MPUSD schools located at Coe Avenue and Normandy
Seaside	1.08	0.47	0.61	130%	Increased usage in Jan 2021 vs. 2020 from MPWMD & Veteran's Cemetery
Seaside Resort	0.22	0.31	(0.09)	-29%	Decreased usage in Mar. 2021 vs. 2020
Seaside Soper	0.54	0.83	(0.29)	-35%	Decreased usage in Mar. 2021 vs. 2020 at Coe Avenue
SeasideConstruction	6.99	1.53	5.46	356%	Amount varies with construction activity
SeasideHighland	20.25	23.87	(3.62)	-15%	Decreased irrigation usage in Feb./Mar. 2021 v. 2020
Sun Bay	12.08	13.81	(1.74)	-13%	Due to toilet and showerhead retrofits
UCMBest	0.22	0.08	0.15	188%	Increased Irrigation in 2021 vs. 2020

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Marina Coast Water District
Staff Report

Agenda Item: 12-C

Meeting Date: April 19, 2021

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: 2021 Sewer Flow Report for Quarter Ended March 31, 2021

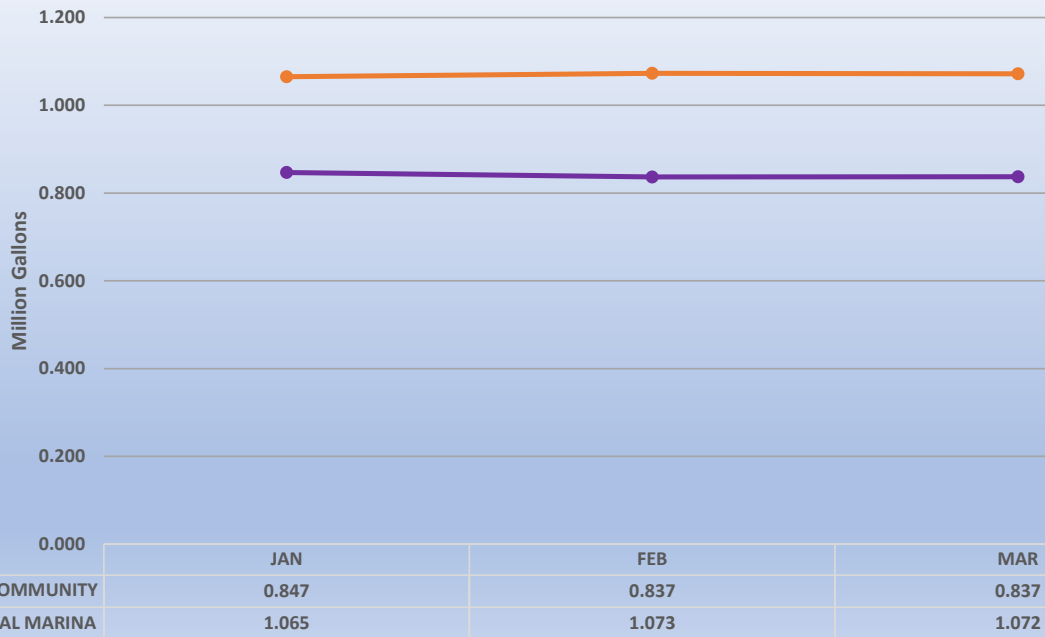
Summary: The Board is requested to receive the 2021 Sewer Flow Report for the 1st quarter of 2021 ended March 31, 2021. This staff report includes tracking information on sewer flows through the Monterey One Water Agency's (M1W) Fort Ord and Marina pump stations.

M1W provides flow data for the Marina Pump Station monthly through an automated report. Central Marina sanitary sewer flows for the quarter ended March 31, 2021 were 96.280-million-gallons or 295.472 Acre Feet (AF) which yielded an average daily sewer flow of 1.077-million-gallons-per-day (MGD) or 3.305 AF per day.

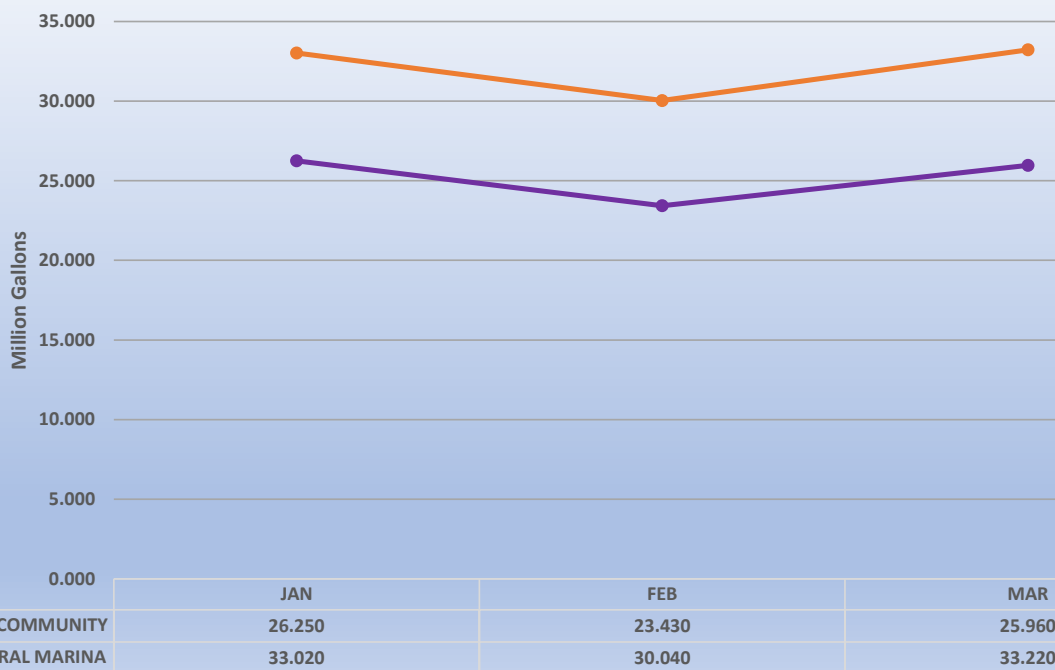
The Ord Community's sanitary sewer flow to the M1W interceptor system is measured by a District flume structure located adjacent to the retired Main Garrison wastewater treatment plant. M1W also provides the flow data for the District flume through an automated report. The Ord Community sanitary sewer flows for the quarter ended March 31, 2021 was 75.640-million-gallons or 232.131 AF, which yielded an average daily sewer flow of 0.840 MGD or 2.578 AF per day.

This staff report also includes charts for January – March 2021 average daily flows and total flows by month.

MCWD 2021 Average Daily Sewer Flows by Month



MCWD 2021 Total Sewer Flows by Month



Marina Coast Water District
Staff Report

Agenda Item: 12-D

Meeting Date: April 19, 2021

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

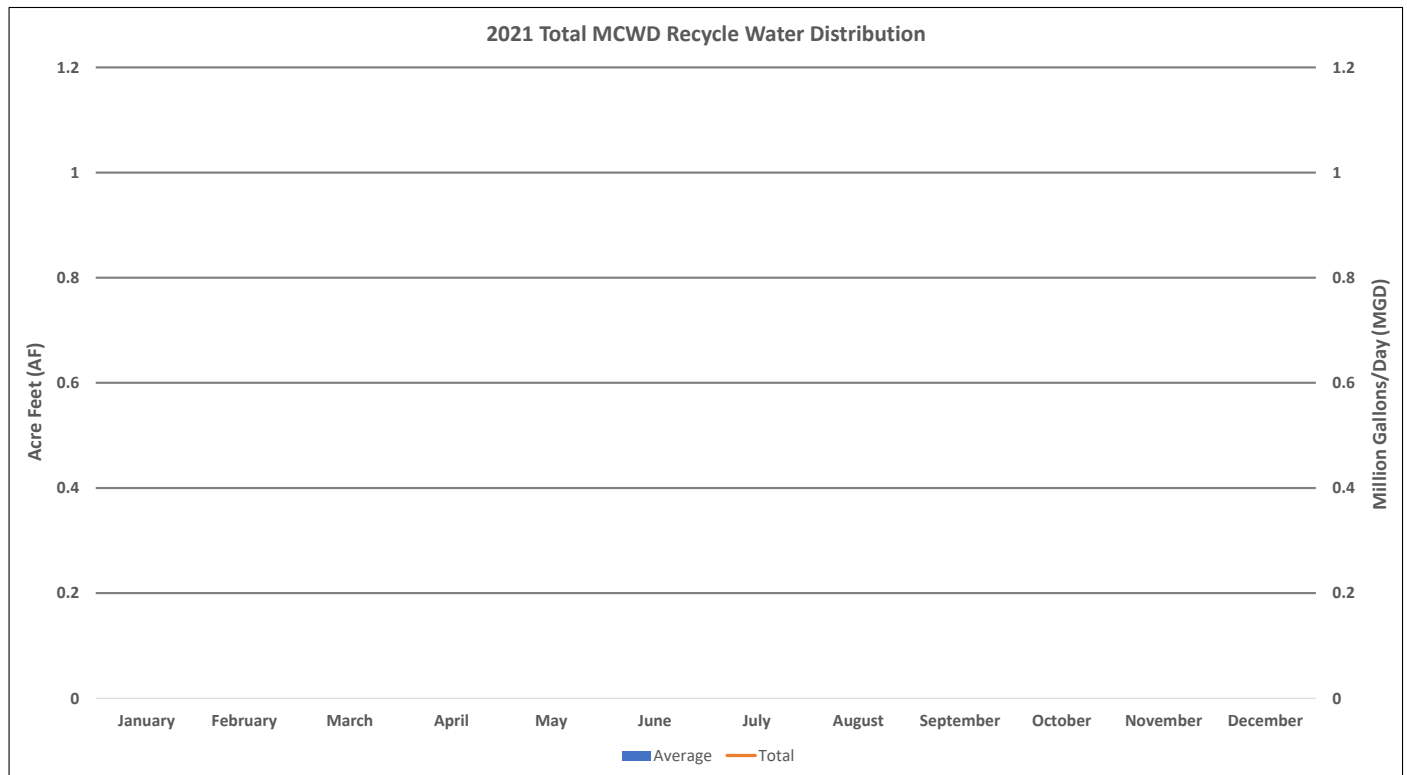
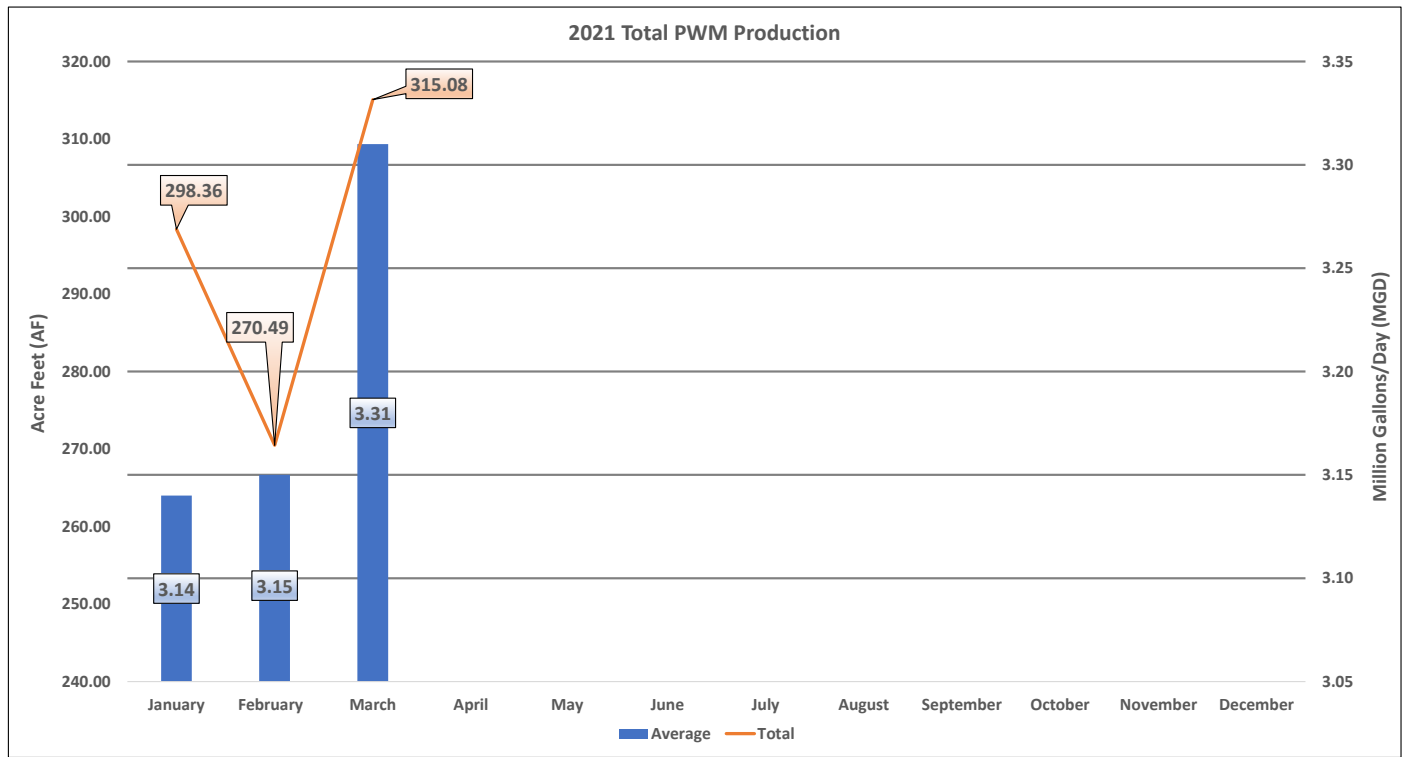
Agenda Title: Receive 1st Quarter 2021 Pure Water Monterey and MCWD Recycle Water Flows through March 31, 2021.

Summary: The Board is asked to receive the 2021 Pure Water Monterey and MCWD Recycle Water Flows through March 31, 2021. This report tracks flows leaving from the Monterey One Product Water Pump Station. These flows do not necessarily contribute to 100% of the water going through the District's recycle transmission line, as Monterey One Water (M1W) has the ability to bypass prior to the meter to the Castroville Saltwater Intrusion Project (CSIP) holding pond. MCWD recycle water flows are measured at the customer's meter.

M1W provides flow data from the product water pump station, measured by a magnetic meter just as the water leaves their property and is conveyed down the District's pipeline. The total water pumped from the Product Water Pump Station as of March 31, 2021 was 883.93 Acre Feet, and the average flow 3.20 Million Gallons Per Day.

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

Included in this staff report are charts for January 2021 through March 2021 average and total flows per month.



Marina Coast Water District
Staff Report

Agenda Item: 12-E

Meeting Date: April 19, 2021

Prepared By: Derek Cray

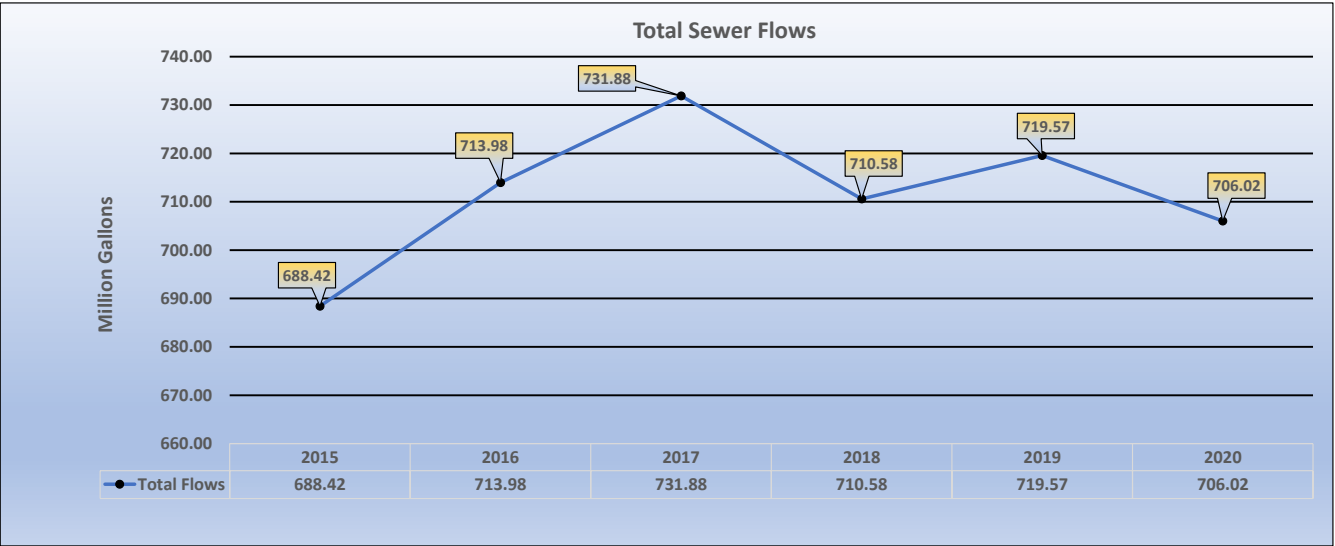
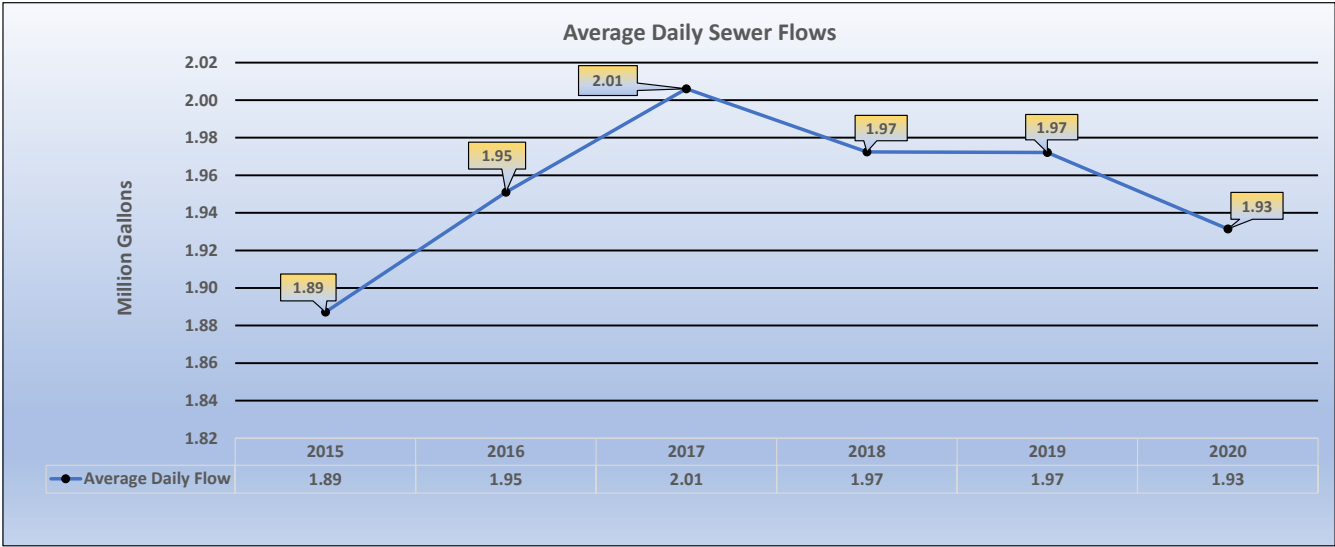
Approved By: Remleh Scherzinger

Agenda Title: Receive a Historic 5 Year Sewer Flow Report

Summary: The Board is asked to receive the 2021 historic five-year annual sewer flow report.

The District sends its sewer to the regional wastewater treatment plant, Monterey One Water, through several interconnections to the interceptor line. This staff report includes a historical five-year look of combined Ord, and Central Marina sewer flows between the years of 2015-2020.

The report includes a graph of average daily flows and a graph with total flows by year.



Marina Coast Water District
Staff Report

Agenda Item: 12-F

Meeting Date: April 19, 2021

Prepared By: Derek Cray

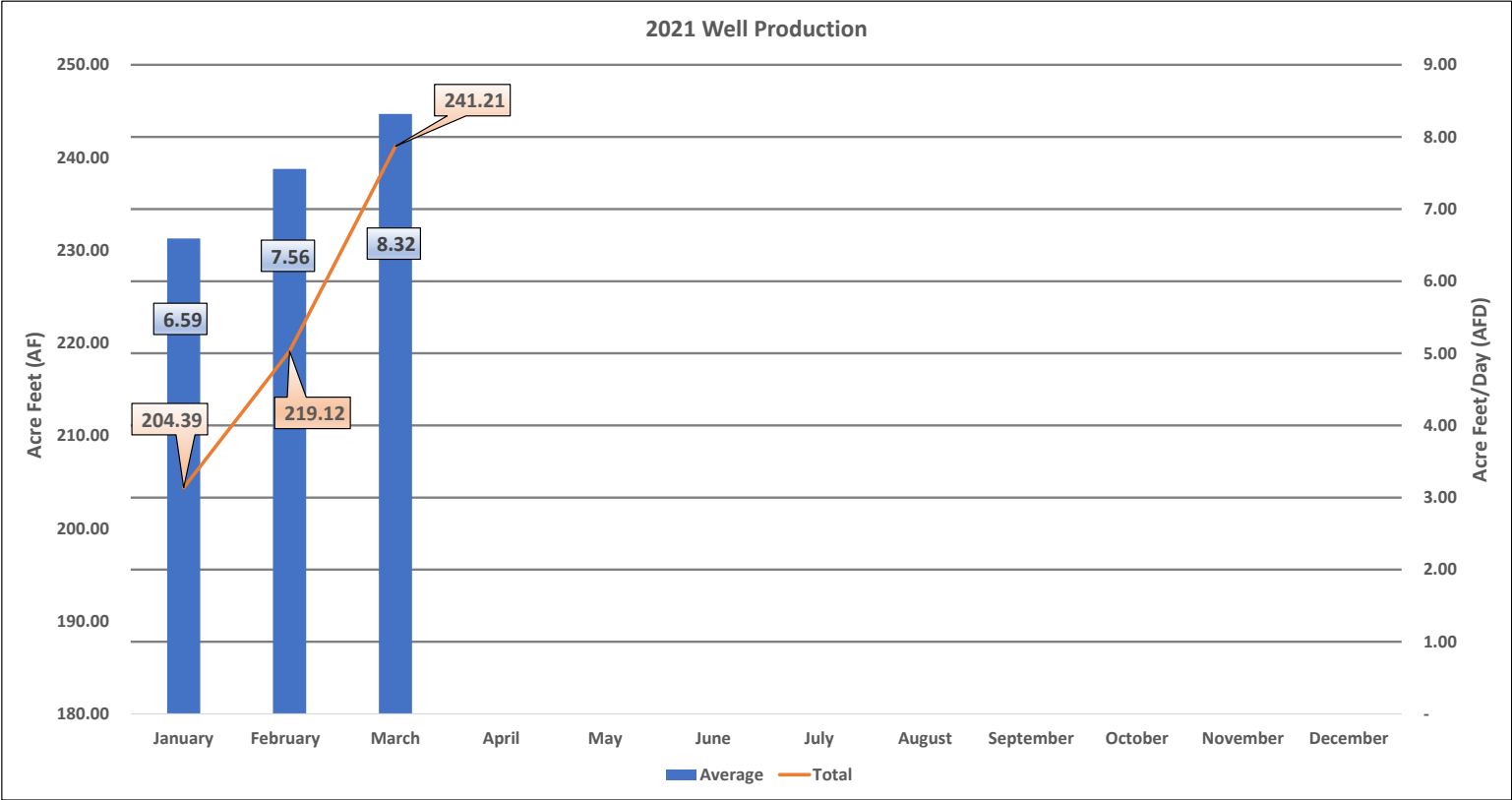
Approved By: Remleh Scherzinger

Agenda Title: Receive a Report on Potable Water Production through March 31, 2021.

Summary: The Board is asked to receive the 2021 Product Water Production report, which are produced from the District's seven active drinking water wells.

The District records flow meter readings at each potable well site, from magnetic flow meters located just off the well head. The total production through March 31, 2021 was 664.72 Acre Feet, and the average produced per day through March 31, 2021 was 7.49 Acre Feet.

Included in this staff report is a chart for January 2021 through March 2021, average and total flows per month in Acre Feet.



Correspondence

Customer Comment Card

Please let us know how we're doing.

Reason for visit: REPAIR TORD WATERING
Date of visit: 3-24-21 SYSTEM.

	Excellent	—	Poor
Were you helped in a speedy manner?	<u>1</u>	2	3 4
Were we courteous?	<u>1</u>	2	3 4
Did we provide a clear explanation of our policies and procedures?	<u>1</u>	2	3 4
If we were unable to answer your question, did we refer you to someone who could?	<u>1</u>	2	3 4
If you were establishing service, was your water turned on promptly?	<u>N/A</u>	1	2 3 4
Are our billing statements easy to read and understand?	<u>1</u>	2	3 4
Please rate our overall service:	1	2	3 4

Comments: PAUL LORD - VERY
PROFESSIONAL, TIMELY, &
REALLY KNOWS HIS STUFF!
SOLVED OUR PROBLEM!

Thanks for your input. Did you know that you can pay your bill at Rabobank in Marina? You may also pay your bill on-line with a Master Card or Visa at www.mcwd.org. The system allows you to select paperless billing instead of or in addition to receiving a paper bill. Electronic bill payment (direct withdrawal from your checking account) is also available. Please call us at (831) 384-6131 for more information.



Marina Coast Water District

11 Reservation Road, Marina, CA 939233

EAST GARDENSON H.O.A. REALLY NEEDS
TO STEP UP THEIR MAINTENANCE!