



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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DIRECTORS

JAN SHRINER
President

HERBERT CORTEZ
Vice President

THOMAS P. MOORE
GAIL MORTON
MATT ZEPPERMAN

Agenda

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

and

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

Monday, April 18, 2022, 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 18, 2022 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 18, 2022; 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/86247812955?pwd=ZzdWZ3lHbTVhZnVhSHE5NjNsQmx3Zz09>

Passcode: 761431

To participate via phone: 1-669-900-9128; Meeting ID: 862 4781 2955 Passcode: 761431

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

1. Call to Order

2. Roll Call

3. 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, Thursday, April 14, 2022. 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
Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)

Reconvene Open Session

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

6. Pledge of Allegiance

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

8. Presentations

- A. [Consider Adoption of Resolution No. 2022-13 in Recognition of Brian True, Senior Civil Engineer, for 15 Years of Service to the Marina Coast Water District](#)
(Page 1)
- B. [Receive a Presentation on the 2021 Consumer Confidence Report for the Marina Coast Water District Water System, Central Marina and Ord Community](#)
(Page 5)

9. [Consent Calendar](#)

- A. [Receive and File the Check Register for the Month of March 2022](#)
(Page 14)
- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of March 21, 2022](#)
(Page 20)
- C. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 29, 2022](#)
(Page 27)
- D. [Adopt Resolution No. 2022-14 to Designate the Secretary of the Board and the Treasurer/CFO of the Marina Coast Water District as Authorized Positions to Perform Public Banking Actions on Behalf of the District](#)
(Page 31)

- E. [Adopt Resolution No. 2022-15 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes, LP, for the Dunes Phase 2 West Development in Marina, CA](#)
(Page 35)
- F. [Receive an Update on the Fiscal Impacts to the District due to Covid-19](#)
(Page 98)
- G. [Receive a Report on Current Capital Improvement Projects](#)
(Page 108)
- H. [Receive the 1st Quarter 2022 MCWD Water Consumption Report](#)
(Page 114)
- I. [Receive the 1st Quarter 2022 Sewer Flow Report](#)
(Page 121)
- J. [Adopt Resolution No. 2022-16 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days](#)
(Page 123)

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

- A. General Manager's Report
- B. Committee and Board Liaison Reports
 - 1. Executive Committee
 - 2. Community Outreach Committee
 - 3. Budget and Personnel Committee
 - 4. M1W Board Member Liaison

11. Board Member Requests for Future Agenda Items

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

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

Special Budget Workshop: Monday, May 2, 2022, 6:30 p.m.

Regular Meeting: Monday, May 16, 2022, 6:30 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-A

Meeting Date: April 18, 2022

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger

Agenda Title: Adoption of Resolution No. 2022-13 in Recognition of Brian True, Senior Civil Engineer, for 15 Years of Service to the Marina Coast Water District

Staff Recommendation: The Board of Directors adopts Resolution No. 2022-13 recognizing Brian True, Senior Civil Engineer, and awarding a gift certificate for 15 years of service 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: Brian True joined the District on April 11, 2007 as a Capital Projects Manager. He served as the Interim District Engineer from August 2008 to November 2009.

During his fifteen years with the District, Brian has led challenging development projects including East Garrison, The Dunes on Monterey, Marina Heights – Seahaven, The Veterans Cemetery, and the Veterans Administration Healthcare Facility. He has also provided planning and construction engineering expertise for numerous capital projects and CSU Monterey Bay projects.

Brian has simultaneously managed multiple projects in various phases of development. In these areas, Brian established and sustained productive relationships with numerous local, regional and state agencies. Brian has always been willing to provide guidance and help others, for the betterment of the District and the community.

Brian is a valued member of the Engineering Department who has assisted other engineers with his knowledge of the District’s procedures, history of various District issues, and has continuously defended and promoted the interests of the District’s rate payers.

It is with great pleasure that the District recognizes Brian True’s fifteen years of service to the Marina Coast Water District, and wishes him well in his continued service to the District.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

Financial Impact: X Yes No
& awards account numbers of all four cost centers.

Funding Source/Recap: Hospitality

Material Included for Information/Consideration: Resolution No. 2022-13

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 18, 2022

Resolution No. 2022-13
Resolution of the Board of Directors
Marina Coast Water District
In Recognition of Brian True for
15 Years of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on April 18, 2022, via videoconference pursuant to Gov. Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Brian True joined the District on April 11, 2007 as a Capital Projects Manager, served as the Interim District Engineer from August 2008 to November 2009, and is currently serving as a Senior Civil Engineer; and,

WHEREAS, during his fifteen years with the District, Brian has led challenging assignments and projects with responsibility for design and construction engineering oversight for the completion of numerous projects; and,

WHEREAS, Brian is a valued member of the Engineering Department who has assisted other engineers with his knowledge of the District’s procedures, history of various District issues, and has continuously defended and promoted the interests of the District’s rate payers.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Brian True for fifteen years of service to the Marina Coast Water District, awarding a gift certificate and wishes him continued success with the District.

PASSED AND ADOPTED on April 18, 2022, 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. 2022-13 adopted April 18, 2022.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 8-B

Meeting Date: April 18, 2022

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Receive a Presentation on the 2021 Consumer Confidence Report

Staff Recommendation: The Board of Directors receive a presentation from staff on the 2021 Consumer Confidence Report.

Background: *Strategic Plan, Goal No. 2.0 - Provide high-quality water distribution systems to serve existing and future customers.*

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 (DDW) 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 reports) to District customers since 1989.

Discussion/Analysis: The 2021 CCR summarizes the results of detected contaminants in the District's supply wells and distribution systems conducted in the calendar year 2021, or the most recent sampling year. The District's water system did not have any violations in 2021 and is in compliance with State and Federal drinking water regulations.

The 2021 CCR will be mailed together with each customer's water bill starting May 2021. 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 website links for military and university communities' access. The CCR will be available on the District's website at www.mcwd.org.

Also, the CCR will be translated into four different languages; Korean, Vietnamese, Tagalog, and Spanish. Each person receiving the English CCR via mail will have a description of where to access the CCR in one of the four other languages if needed.

Environmental Review Compliance: None.

Climate Adaptation: Not applicable.

Financial Impact: X Yes No Funding Source/Recap: Printing and translation expenses will come from the Laboratory Budget, Marina Water, and Ord Water Funds appropriately.

Other Considerations: None.

Material Included for Information/Consideration: 2021 Consumer Confidence Report.

Action Required: _____Resolution _____Motion X Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

MCWD Consumer Confidence Report 2021

Tony Kelsey, 42 year
MCWD employee, taking
a sample at a recently
rehabilitated tank.

MCWD Consumer Confidence Report

Marina Coast Water District is proud to present the 2021 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 strin-

gent 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 visit our website at www.mcwd.org for more information.

Water Supply and Treatment

The District provides groundwater produced from seven wells delivered through a distribution system network of seven storage tanks and nearly 215 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 in the Ord Community chlorination treatment facility.

2021 Production Summary



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.

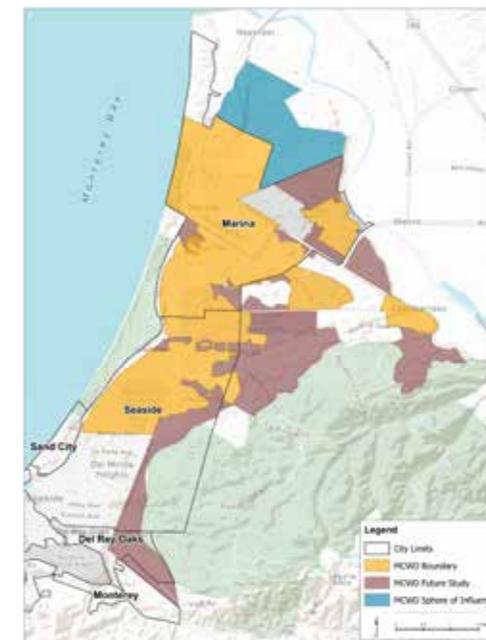
In February 2014, a completed assessment for Well 34 determined that the well was most vulnerable to Military installations (former Fort Ord), agricultural drainage, saltwater intrusion, and sewer collection systems.

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



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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 MCWD's main office located at 11 Reservation Road in Marina 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

Water Quality

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 2021. These revisions add the requirements of the federal Revised Total Coliform Rule, effective since April 1, 2016, to the existing state Total Coliform Rule. The revised 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 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. The state Revised Total Coliform Rule became effective July 1, 2021.

Trichloroethylene (TCE)

TCE was a common solvent used by the U.S. Army on the former Fort Ord. In 2021, TCE was detected in wells 29, 30, and 31 at low levels, with the average level from the source wells at 0.4 micrograms per liter (ug/L). The Public Health Goal (PHG), which is determined by a level that would not cause significant adverse health effects in people who drink the same water every day for 70 years, is 1.7 ug/L for TCE. The Maximum Contaminant Level (MCL), which is the

maximum level of a contaminant that can be within the drinking water, is 5 ug/L for TCE. The District continues to regularly monitor for TCE in its supply wells.

The U.S. Army is actively cleaning up the shallow groundwater plumes of TCE within the former Fort Ord lands. They also operate a network of shallow groundwater monitoring wells to track the progress of the TCE cleanup efforts. The U.S. Army groundwater monitoring wells do not supply drinking water to District customers. For more information on the ongoing cleanup efforts, please visit <https://fortordcleanup.com/programs/groundwater/>.

Per-and-Poly-Fluoroalkyl Substances (PFAS)

When the former Fort Ord was in service, the U.S. Army used foaming agents with PFAS to put out fuel fires. Due to the chemical makeup, PFAS are long-lasting chemicals that break down very slowly over time in the environment. Thousands of chemicals fall under the PFAS umbrella. Currently, there are three specific analytes that have State required Notification or Response levels; Perfluorooctanoic Acid (PFOA), Perfluorooctanesulfonic Acid (PFOS), and Perfluorobutanesulfonic (PFBS). The District performed PFAS testing in all wells in 2021, and well 29 has been found to have low levels of Perfluorohexanoic Acid (PFHxA) present. All other wells were non-detect for PFAS chemicals that were sampled in 2021. Unregulated contaminant monitoring, such as monitoring for PFAS, helps the 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 continues to closely monitor well 29, as required, and voluntarily samples all other six wells for PFAS. To learn more information on PFAS, please visit

<https://www.waterboards.ca.gov/pfas/> or <https://www.epa.gov/pfas>.

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.

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 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).

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.

- Pesticides and Herbicides, that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- Organic Chemical Contaminants, including synthetic and volatile organic chemicals, that are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.
- Radioactive Contaminants, that can be naturally-occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (USEPA) and the State Water Resources Control Board (State Water Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug

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 2021, 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 2021 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)	2021	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)	ug/L	80	n/a	2021	6.13 ^(a)	3.3 - 7.4	No	Byproduct of drinking water disinfection.
Chlorine Residual [as Cl ₂]	mg/L	[4.0]	[4]	2021	0.89	0.34 - 1.76	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	mg/L	1.3	0.3	2019	0.29	0 of 35	No	Internal corrosion of household plumbing systems.
Lead	ug/L	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	ug/L	15	0.2	2017	4	0 of 40	No	Internal corrosion of household plumbing systems.

(a) Average is calculated by the highest running annual average.

(*) **90th Percentile Level:** 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 (T.T.s) 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 (A.L.): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements that a water supplier must follow.

Treatment Technique (T.T.): 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	ug/L	10	0.004	2021	3.5	ND - 10.1 ^(a)	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.
Fluoride (Natural)	mg/L	2.0	1	2021	0.2	ND - 0.25	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.
Gross Alpha particle activity	pCi/L	15	(Zero)	2021/2020/2019/ 2016/2014/2013 ^(b)	2.2	ND - 8.5	No	Erosion of natural deposits.
Nitrate (as N)	mg/L	10	10	2021	2.0	ND - 5.7	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits.
Selenium	ug/L	50	30	2021	0.6	ND - 5	No	Discharge from petroleum, glass, and metal refineries; erosion of natural deposits; discharge from mines and chemical manufacturers; runoff from livestock lots (feed additive)
Trichloroethylene [TCE]	ug/L	5	1.7	2021/2020	0.4	ND - 1.9	No	Discharge from metal degreasing sites and other factories.
Uranium	pCi/L	20	0.43	2021/2020/2019/ 2013 ^(c)	1.9	ND - 5.3	No	Erosion of natural deposits.
SECONDARY DRINKING WATER STANDARDS								
Chloride	mg/L	500	n/a	2021	95.4	54 - 190	No	Runoff/leaching from natural deposits; seawater influence.
Color	Units	15	n/a	2021	0.5	ND - 3	No	Naturally-occurring organic materials
pH Units	Units	6.5 - 8.5	n/a	2021	7.8	7.3 - 8.3	No	Naturally-occurring minerals.
Specific Conductance	µS/cm	1600	n/a	2021	666.0	480 - 1016	No	Substances that form ions when in water; seawater influence.
Sulfate	mg/L	500	n/a	2021	49.2	34 - 62	No	Runoff/leaching from natural deposits; industrial wastes.
Total Dissolved Solids	mg/L	1000	n/a	2021	409.2	286 - 580	No	Runoff/leaching from natural deposits.
Turbidity	NTU	5	n/a	2021	0.1	0.1 - 0.15	No	Soil run-off.
OTHER CONSTITUENTS — No Drinking Water Standards								
Alkalinity	mg/L	n/a	n/a	2021	124.4	96 - 180	n/a	Naturally-occurring minerals.
Bicarbonate Alkalinity	mg/L	n/a	n/a	2021	150.6	119 - 220	n/a	Naturally-occurring minerals.
Calcium	mg/L	n/a	n/a	2021	44.6	22 - 67	n/a	Naturally-occurring minerals.
Magnesium	mg/L	n/a	n/a	2021	14.4	3.5 - 22.5	n/a	Naturally-occurring minerals.
Potassium	mg/L	n/a	n/a	2021	2.9	2.0 - 4.1	n/a	Naturally-occurring minerals.
Sodium	mg/L	n/a	n/a	2021	67.6	39 - 120	n/a	Naturally-occurring minerals.
Hardness ^(d)	mg/L	n/a	n/a	2021	169.9	73 - 242	n/a	Naturally-occurring minerals.
UNREGULATED CONTAMINANTS — No Drinking Water Standards*								
Boron	ug/L	n/a	n/a	2019	45.7	ND - 120	n/a	Erosion of natural deposits.
Vanadium	ug/L	n/a	n/a	2019	6.6	ND - 15	n/a	Erosion of natural deposits.
Perfluorohexanoic acid (PFHxA)	ng/L	n/a	n/a	2021	0.7	ND - 5.5	n/a	Breakdown product of stain-proof and degreasing food coatings.

Footnotes:

(a) Compliance for the Arsenic MCL is based off a running annual average, and results must be at or exceed 10.5 ug/L to be a violation of the MCL. Initial sample from well 11 in 2021 was 10.1 ug/L, followed by two confirmation samples at 7.6 ug/L and 7.1 ug/L.

(b) Watkins Gate Well was sampled in 2013; Wells 29 and 30 were sampled in 2016; Wells 31 and 34 were sampled in 2019; Well 11 was sampled in 2020; Well 10 was sampled in 2021.

(c) Watkins Gate well was sampled in 2013; Wells 31 and 34 were sampled in 2019; Well 11 was sampled in 2020; Well 10 was sampled in 2021.

(d) Water hardness unit conversion: 17.1 GPG/mg/L. Total hardness (annual average) = 9.3 grains/gallon (GPG); Total hardness (range) = 4.27 GPG - 14.15 GPG.

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	0.3	ND - 0.66	No	Naturally occurring element.
Manganese Total	ug/L	2020	2.5	ND - 8.8	No	Leaching from natural deposits.
Bromide	ug/L	2020	324.3	200 - 610	No	Naturally occurring element.
Total Organic Carbon	ug/L	2020	31.43	ND - 220	No	Medium for the formation of disinfection byproducts.

DISTRIBUTION SYSTEM MAXIMUM RESIDENCE TIME

Contaminant	Units	Year Tested	Annual Average	Range Low - High	Violation	Major Sources in Drinking Water
Bromochloroacetic acid	ug/L	2020	0.2	ND - 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	ND - 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	ND - 2.2	No	Byproduct of drinking water disinfection.

No other samples taken in the UCMR4 study exceeded Notification levels. **The full Unregulated Contaminant Monitoring Report (UCMR4) report is available by visiting our website at https://www.mcwd.org/gsa_water_quality.html.**

The MCWD 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

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9

Meeting Date: April 18, 2022

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 potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.*

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of March 2022
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of March 21, 2022
- C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 29, 2022
- D) Adopt Resolution No. 2022-14 to Designate the Secretary of the Board and the Treasurer/CFO of the Marina Coast Water District as Authorized Positions to Perform Public Banking Actions on Behalf of the District
- E) Adopt Resolution No. 2022-15 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes, LP, for the Dunes Phase 2 West Development in Marina, CA
- F) Receive an Update on the Fiscal Impacts to the District due to Covid-19
- G) Receive a Report on Current Capital Improvements Projects
- H) Receive the 1st Quarter 2022 MCWD Water Consumption Report
- I) Receive the 1st Quarter 2022 Sewer Flow Report
- J) Adopt Resolution No. 2022-16 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days

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 2022; draft minutes of March 21, 2022; draft minutes of March 29, 2022; Resolution No. 2022-14; Resolution No. 2022-15; IA for Dunes Phase 2; Covid Fiscal Impact Graphs; CIP Status Report; Water Consumption Reports; Consumption Variance Report; Sewer Flow Report; and, Resolution No. 2022-16.

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 18, 2022

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Receive and File the Check Register for the Month of March 2022

Staff Recommendation: The Board of Directors receive and file the March 2022 expenditures totaling \$1,489,771.62.

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 2022 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

Other Consideration: None.

Material Included for Information/Consideration: March 2022 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 2022 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
03/10/2022	71814 - 71851	Check Register	121,859.55
03/14/2022	71852 - 71861	Check Register	417,843.50
03/23/2022	ACH	Friedman & Springwater LLP	88,542.27
03/23/2022	71862 - 71888	Check Register	50,433.08
03/28/2022	71889 - 71900	Check Register	330,930.34
03/04/2022	ACH	CalPERS	25,045.62
03/04/2022	ACH	Empower Retirement	14,166.27
03/04/2022	ACH	Internal Revenue Service	46,832.42
03/04/2022	ACH	State of California - EDD	10,212.27
03/04/2022	ACH	WageWorks, Inc.	780.45
03/04/2022	501333 - 501334	Payroll Checks and Direct Deposit	111,724.19
03/04/2022	501335	Check Register	599.00
03/09/2022	501336	Check Register	673.40
03/18/2022	ACH	CalPERS	25,533.75
03/18/2022	ACH	Empower Retirement	13,155.68
03/18/2022	ACH	Internal Revenue Service	43,314.63
03/18/2022	ACH	State of California - EDD	9,456.07
03/18/2022	ACH	WageWorks, Inc.	780.45
03/18/2022	501337 - 501338	Payroll Checks and Direct Deposit	105,368.16
03/18/2022	501339	Check Register	264.00
03/28/2022	501340 - 501342	Check Register	72,256.52
TOTAL DISBURSEMENTS			1,489,771.62

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
71814	02/28/2022	03/10/2022	Ace Hardware of Watsonville, Inc.	General Supplies	670.07
71815	02/16/2022	03/10/2022	Monterey Peninsula Unified School District	Water Conservation Education 01/2022	4,367.06
71816	01/28/2022	03/10/2022	Home Depot Credit Services	General Supplies	2,231.24
71817	02/15/2022	03/10/2022	Grainger	General Supplies	125.72
71818	02/03/2022	03/10/2022	Underground Service Alert	USA Ticket Fees	306.37
71819	02/28/2022	03/10/2022	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
71820	01/28/2022	03/10/2022	Valley Saw and Garden Equipment	General Supplies	56.49
71821	02/15/2022	03/10/2022	Monterey Bay Analytical Services	Laboratory Testing	420.00
71822	02/18/2022	03/10/2022	Verizon Wireless	Cell Phone Service 02/2022	1,510.17
71823	02/08/2022	03/10/2022	Harris & Associates	Project Management, Review and Update Ordinance - Recycled Water Startup Permitting	6,520.00
71824	02/17/2022	03/10/2022	HD Supply Facilities Maintenance LTD	General Supplies	1,096.93
71825	02/17/2022	03/10/2022	Core & Main LP	(150) Allegro UTG Registers, General Supplies	24,636.62
71826	02/10/2022	03/10/2022	Carollo Engineers, Inc.	Construction Meetings, Submittal Review, Project Administration - RUWAP	4,527.25
71827	02/14/2022	03/10/2022	American Supply Company	Janitorial Supplies	166.99
71828	02/09/2022	03/10/2022	Fastenal Industrial & Construction Supplies	General Supplies	152.08
71829	01/31/2022	03/10/2022	Don Chapin Co., Inc	(9.93) tons Base Rock, (9.63) tons Plaster Sand, (11.83) tons Fill Material, (4.13) tons Cold Mix	1,945.26
71830	02/10/2022	03/10/2022	Univar Solutions USA, Inc.	(550) gals Chlorine - Intermediate Reservoir	1,362.96
71831	02/15/2022	03/10/2022	Sturdy Oil Company	(1,044) gals Dyed Diesel - Various Sites	4,651.49
71832	01/31/2022	03/10/2022	Pacific Ag Rentals LLC	Mobile Restroom Rental - Beach/ Ord Offices	1,185.56
71833	02/28/2022	03/10/2022	Daiohs USA	Coffee Supplies	890.29
71834	02/07/2022	03/10/2022	U.S. Bank Corporate Payment Systems	(14) PSI Transducers - Ord Water; PACP, LACP, MACP Certifications - (4) O&M Employees; Cloud Hosted Server - CityWorks/ ESRI; SCADA Internet Service; SCADA Mobile/ Laptop Hotspot; General Supplies	9,237.56
71835	02/23/2022	03/10/2022	Marina Tire & Auto Repair	Oil Change - Vehicles #1802, 1303; (4) Tires - Vehicle #1303	1,143.57
71836	02/15/2022	03/10/2022	Raftelis Financial Consultants, Inc.	Recycled Water Rate Study 01/2022	2,505.00
71837	02/22/2022	03/10/2022	U.S. Bank National Association	IOP Office Copier Lease 02/20 - 03/19	287.34
71838	03/01/2022	03/10/2022	Monterey Bay Technologies, Inc.	IT Support Services 03/2022	3,451.00
71839	02/10/2022	03/10/2022	Griffith, Masuda & Hobbs	Legal Services 01/2022	16,075.00
71840	02/28/2022	03/10/2022	Access Monterey Peninsula, Inc.	Filming and Production 02/2022	460.00
71841	02/16/2022	03/10/2022	Western Exterminator Company	Pest Control - Beach Office 02/2022	106.75
71842	02/28/2022	03/10/2022	AT&T	Phone and Alarm Line Services 02/2022	215.77
71843	02/28/2022	03/10/2022	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 02/2022	386.54
71844	03/01/2022	03/10/2022	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 02/2022	5,000.00
71845	02/17/2022	03/10/2022	Conservation Rebate Program	302 Beach Rd - Toilet Rebate	75.00
71846	02/14/2022	03/10/2022	Akel Engineering Group, Inc.	Capacity Fee Study, Infrastructure Service Study	2,705.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
71847	02/02/2022	03/10/2022	Verizon Connect NWF, Inc.	(26) On-Board Diagnostics Units - District Vehicles	994.18
71848	02/16/2022	03/10/2022	Azteca Systems Holdings, LLC	Cityworks License Renewal 04/2022 - 03/2023	15,000.00
71849	02/25/2022	03/10/2022	WEX Bank	Fleet Gasoline 02/2022	7,131.39
71850	02/17/2022	03/10/2022	Conservation Rebate Program	3067 Bayer Dr - (2) Toilet Rebates	150.00
71851	02/17/2022	03/10/2022	Conservation Rebate Program	4984 Beach Wood Ct - (2) Toilet Rebates	100.00
71852	02/28/2022	03/14/2022	Insight Planners	Web Development/ Maintenance and Hosting 02/2022	1,704.00
71853	01/21/2022	03/14/2022	Monterey Peninsula Engineering	Ord Village/ Gigling LS - Construction Pmt #6	340,722.25
71854	03/01/2022	03/14/2022	Monterey Bay Analytical Services	Laboratory Testing	1,013.00
71855	12/22/2021	03/14/2022	SWRCB	Community Water System Drinking Water Program Fees FY 2022	40,107.60
71856	02/08/2022	03/14/2022	E&M Electric and Machinery, Inc.	Software Toolbox Support Renewal 05/23/2022 - 05/22/2023	247.00
71857	02/24/2022	03/14/2022	Green Rubber-Kennedy AG, LP	General Supplies	1,865.49
71858	03/06/2022	03/14/2022	TIAA, FSB	Ord Office Copier, eCopy ScanStation Leases 03/2022	422.04
71859	02/18/2022	03/14/2022	EKI Environment & Water, Inc.	Monterey Subbasin Groundwater Sustainability Plan Prop 68, Groundwater Sustainability Planning Study	29,896.62
71860	02/28/2022	03/14/2022	Cintas Corporation No. 630	Uniforms, Towels, Rugs 02/2022; (35) MCWD Hats - O&M	1,715.50
71861	02/24/2022	03/14/2022	Conservation Rebate Program	5145 Ocean Bluff Ct - Washer Rebate	150.00
ACH	02/08/2022	03/23/2022	Friedman & Springwater LLP	Legal Services 01/2022	88,542.27
71862	02/28/2022	03/23/2022	Home Depot Credit Services	General Supplies	105.58
71863	03/08/2022	03/23/2022	Area Communications	Answering Service 01/12 - 03/08	545.80
71864	02/28/2022	03/23/2022	Monterey Regional Waste Management District	Refuse Disposal - Melanie Well Lot	31.20
71865	03/02/2022	03/23/2022	WateReuse Association	2022 Membership Dues	1,128.75
71866	02/26/2022	03/23/2022	Water Awareness Comm Mtry	2022 Membership Dues	1,000.00
71867	01/11/2022	03/23/2022	DLT Solutions, LLC	Autodesk AutoCAD/ Civil 3D 2022 Government New Subscription 02/2022 - 01/2023	9,031.44
71868	03/04/2022	03/23/2022	Staples Credit Plan	Office Supplies	528.19
71869	03/01/2022	03/23/2022	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 03/2022	3,942.98
71870	03/01/2022	03/23/2022	Core & Main LP	FCC License Application Fee for Harmony Mobile	819.38
71871	02/28/2022	03/23/2022	DataProse, LLC	Customer Billing Statements 02/2022	4,003.60
71872	02/23/2022	03/23/2022	Fastenal Industrial & Construction Supplies	General Supplies	96.24
71873	07/19/2021	03/23/2022	Val's Plumbing & Heating, Inc.	HVAC Repair - IOP Office	807.12
71874	02/26/2022	03/23/2022	BHI Management Consulting	Strategic Plan Workshop Preparation	4,225.00
71875	01/30/2022	03/23/2022	Calcon Systems, Inc.	PLC Programming - Well 11; Water Instrumentation Cable - Intermediate Reservoir; System Pressure Monitor Installation	7,976.56
71876	02/22/2022	03/23/2022	Sturdy Oil Company	(6) 5-gallon Pails Clarion FM AW32 Hydraulic Oil	655.17
71877	03/07/2022	03/23/2022	U.S. Bank Corporate Payment Systems	Employment Advertisements (Assistant Engineer); 2022 Leadership Monterey County Educational Program - GM; Cloud Hosted Server - CityWorks/ ESRI; SCADA Internet Service; SCADA Mobile/ Laptop Hotspot; General Supplies	6,818.73

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
71878	02/10/2022	03/23/2022	Edges Electrical Group, LLC	General Supplies	345.80
71879	03/15/2022	03/23/2022	Monterey Bay Technologies, Inc.	ESET Antivirus 1-Year Subscription Renewal - 62 Licenses	1,853.80
71880	03/03/2022	03/23/2022	Boutin Jones, Inc.	Legal Services 02/2022	1,444.00
71881	02/24/2022	03/23/2022	WageWorks, Inc.	FSA Admin Fees 02/2022	104.00
71882	02/28/2022	03/23/2022	Peninsula Messenger LLC	Courier Service 03/2022	242.00
71883	03/01/2022	03/23/2022	Simpler Systems, Inc.	UB Datapp Maintenance 03/2022	500.00
71884	03/08/2022	03/23/2022	Employee Reimbursement	SWRCB Grade II Water Distribution Exam/ Certification Fee	145.00
71885	02/28/2022	03/23/2022	AutoZone Parts, Inc.	Auto/ General Supplies	155.36
71886	03/02/2022	03/23/2022	Conservation Rebate Program	3092 Snell Pl - (2) Toilet Rebates	150.00
71887	02/16/2022	03/23/2022	California Marine Sanctuary Foundation	Greater Monterey County Integrated Regional Water Management Program 2022	3,000.00
71888	03/01/2022	03/23/2022	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 03/2022	777.38
71889	03/11/2022	03/28/2022	PG&E	Gas and Electric Service 02/2022	94,020.27
71890	03/09/2022	03/28/2022	Monterey Sanitary Supply, Inc.	(3) Cases Chlorine	152.60
71891	03/09/2022	03/28/2022	Harris & Associates	Developers (Enclave at Cypress Grove, Wathen-Castanos Homes)	4,394.50
71892	03/09/2022	03/28/2022	Orkin Franchise 925	BLM/ IOP Pest Control 03/2022	205.00
71893	03/14/2022	03/28/2022	Richards, Watson & Gershon	Legal Services 02/2022	19,819.83
71894	03/15/2022	03/28/2022	U.S. Bank National Association	Beach Office Copier Lease 03/10 - 04/09	275.32
71895	03/08/2022	03/28/2022	Remy Moose Manley, LLP	Legal Services 02/2022	40,952.00
71896	03/07/2022	03/28/2022	Fieldman, Rolapp & Associates, Inc.	Capital Finance Plan	13,845.85
71897	03/01/2022	03/28/2022	Psomas	Construction Management/ Inspections - Ord Village LS FM Improvements, Gigling LS FM, A1/A2 Tanks B/C Booster, Intermediate Reservoir Recoating	155,020.97
71898	03/10/2022	03/28/2022	Conservation Rebate Program	3120 Del Monte Blvd - Landscape Rebate	1,994.00
71899	03/08/2022	03/28/2022	Conservation Rebate Program	3226 Susan Ave - Washer Rebate	150.00
71900	03/11/2022	03/28/2022	Conservation Rebate Program	5100 Coe Ave #92 - Washer Rebate	100.00
ACH	03/04/2022	03/04/2022	CalPERS	Payroll Ending 02/25/2022	25,045.62
ACH	03/04/2022	03/04/2022	Empower Retirement	Payroll Ending 02/25/2022	14,166.27
ACH	03/04/2022	03/04/2022	Internal Revenue Service	Payroll Ending 02/25/2022	46,832.42
ACH	03/04/2022	03/04/2022	State of California - EDD	Payroll Ending 02/25/2022	10,212.27
ACH	03/04/2022	03/04/2022	WageWorks, Inc.	Payroll Ending 02/25/2022	780.45
501333 -					
501334	03/04/2022	03/04/2022	Payroll Checks and Direct Deposit	Payroll Ending 02/25/2022	111,724.19
501335	03/04/2022	03/04/2022	General Teamsters Union	Payroll Ending 02/25/2022	599.00
501336	02/16/2022	03/09/2022	Transamerica Life Insurance Company	Employee Paid Benefits 02/2022	673.40
ACH	03/18/2022	03/18/2022	CalPERS	Payroll Ending 03/11/2022	25,533.75
ACH	03/18/2022	03/18/2022	Empower Retirement	Payroll Ending 03/11/2022	13,155.68
ACH	03/18/2022	03/18/2022	Internal Revenue Service	Payroll Ending 03/11/2022	43,314.63
ACH	03/18/2022	03/18/2022	State of California - EDD	Payroll Ending 03/11/2022	9,456.07

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	03/18/2022	03/18/2022	WageWorks, Inc.	Payroll Ending 03/11/2022	780.45
501337 - 501338	03/18/2022	03/18/2022	Payroll Checks and Direct Deposit	Payroll Ending 03/11/2022	105,368.16
501339	03/18/2022	03/18/2022	General Teamsters Union	Payroll Ending 03/11/2022	264.00
501340	02/28/2022	03/28/2022	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 04/2022	69,584.59
501341	03/05/2022	03/28/2022	LegalShield	Employee Paid Benefits 03/2022	25.90
501342	03/11/2022	03/28/2022	Lincoln National Life Insurance Company	Life, Short/ Long Term Disability, AD&D Insurance 04/2022	2,646.03
Total Disbursements for March 2022					1,489,771.62

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-B

Meeting Date: April 18, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of March 21, 2022

Staff Recommendation: The Board of Directors approve the revised draft minutes of the March 21, 2022 regular joint Board meeting.

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

Discussion/Analysis: The draft minutes of March 21, 2022 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of March 21, 2022.

Action Required: ___ Resolution ___ X Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting

Via Zoom Teleconference

March 21, 2022

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:31 p.m. on March 21, 2022 via Zoom teleconference in Marina, California. She then announced that Agenda Item 9-A was pulled from the agenda as well as 10-B.

President Shriner then proceeded 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/Constanoan-Esselen Nation. We respect their elders, past, present, and emerging, for they hold the memories, traditions, culture, and hopes of the Esselen people. We also acknowledge the government of the Ohlone/Coastanoan Esselen Nation and appreciate the spiritual role it plays today in preserving the cultural, historical and heritage beliefs of the Esselen people. We are grateful that they share their traditional lands with us.”

2. Roll Call:

Board Members Present:

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

Board Members Absent:

Herbert Cortez – Vice President

Staff Members Present:

Remleh Scherzinger, General Manager
Roger Masuda, District Counsel
Kelly Cadiente, Director of Administrative Services
Derek Cray, Operations and Maintenance Manager
Patrick Breen, Water Resources Manager
Rose Gill, Human Resources/Risk Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Agenda Item 2 (continued):

Audience Members:

Andy Sterbenz, Schaaf & Wheeler
Cheryl Parker, MCWD
Alex Hulanicki, Rauch Communication Consultants
Martin Rauch, Rauch Communication Consultants
Viveca Hess, Rauch Communication Consultants
Peter Le, Marina Resident
Phil Clark, Seaside Resident
Ginny Babbitt

3. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:35 p.m. to discuss the following item:

4. Closed Session:

- A. Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation pursuant to Government Code section 54956.9(d)(4)
One potential case

The Board ended closed session at 7:32 p.m. President Shriner reconvened the meeting to open session at 7:30 p.m.

5. Reportable Actions Taken During Closed Session:

President Shriner stated that the Board unanimously voted to continue Closed Session following the Open Session and Mr. Roger Masuda, District Counsel, verified that there were no other reportable actions taken in Closed Session.

6. Pledge of Allegiance:

Director Zefferman led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no comments made.

8. Consent Calendar:

Director Zefferman requested to pull Agenda Item 8-D from the Consent Calendar. Director Morton requested to pull Agenda Item 8-E from the Consent Calendar.

Agenda Item 8 (continued):

Director Moore made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of February 2022; B) Approve the Draft Minutes of the Regular Joint Board Meeting of February 22, 2022; C) Approve the Draft Minutes of the Special Joint Board Meeting of March 7, 2022; F) Receive an Update on the Fiscal Impacts to the District due to Covid-19; and, G) Adopt Resolution No. 2022-10 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days. Director Morton seconded the motion. The motion was passed by the following vote:

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

D. Adopt Resolution No. 2022-08 to Adopt the Updated 2022 District Maintenance Management Plan:

Director Zefferman questioned if the District had a current Asset Management Plan. Mr. Derek Cray, Operations and Maintenance Manager, stated that the District does not have an official Asset Management Plan, but the assets are kept in the GIS system from which an official Asset Management Program can be created.

Director Morton made a motion to adopt Resolution No. 2022-08 to Adopt the Updated 2022 District Maintenance Management Plan. Director Moore seconded the motion. The motion was passed by the following vote:

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

E. Adopt Resolution No. 2022-09 Approving Documents and Actions Relating to the Second Amendment to the Loan Agreement with PNC Bank “formerly BBVA Mortgage Corporation” for the Interim Financing of the Regional Urban Water Augmentation Project Recycled Water Pipeline and Distribution System:

Director Morton questioned if the District is obligated to continue to do this loan with PNC Bank after the 90-day extension. Ms. Cadiente answered that the District was not obligated to continue with PNC Bank. Director Morton asked if the State Revolving Fund will reimburse the District for the cost to prepare this loan amendment. Ms. Cadiente answered there would be no reimbursement.

Director Morton made a motion to adopt Resolution No. 2022-09 Approving Documents and Actions Relating to the Second Amendment to the Loan Agreement with PNC Bank “formerly BBVA Mortgage Corporation” for the Interim Financing of the Regional Urban Water Augmentation Project Recycled Water Pipeline and Distribution System. Director Zefferman seconded the motion.

Agenda Item 8-E (continued):

The motion was passed by the following vote:

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

9. Action Items:

- A. Adopt Resolution No. 2022-11 to Approve a Professional Services Agreement with Rauch Communication Consultants, Inc. to Provide Public Relations and Community Outreach Services to the District:

This item was pulled from the agenda.

- B. Consider Providing Direction to the Board President Regarding Voting for Election of One Special District Regular Member to the Local Agency Formation Commission:

Director Morton asked if she should recuse herself. Mr. Masuda stated she did not need to recuse herself.

Director Moore made a motion to direct the Board President to vote for Gail Morton for the Special District Regular Member seat to the Local Agency Formation Commission. The motion was passed by the following vote:

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

10. Informational Items:

- A. General Manager's Report:

Mr. Scherzinger gave the following updates:

- 1) Customer Service has applied all the water arrearages credits to the delinquent accounts;
- 2) The District has applied to the State for sewer arrearages funds in the amount of \$58,570;
- 3) The District enrolled in the Low-Income Household Water Assistance Program for low-income families and will send a letter to all customers informing them of the program;
- 4) There was a water main break where the pipe was failing along the seam. Unfortunately, there are a lot of those pipes in the District's infrastructure and the Asset Management Program will help identify those that are ready for replacement. Kudos to the District Operations and Maintenance Team for replacing the 12" line and having it back up and running by the end of the day.
- 5) President Shriner, Vice President Cortez, and Director Moore participated with him in the Water Summit and it went well.
- 6) The Fire Flow Safety Study Session was scheduled for tomorrow, March 22nd at 6 p.m.

B. Committee and Board Liaison Reports:

1. Executive Committee:

President Shriner gave a brief update.

2. Community Outreach Committee:

Director Zefferman noted they met on March 2nd and gave a brief update.

3. Budget and Personnel Committee:

Director Morton noted they met on March 1st and gave a brief update asking staff to provide a copy of the CIP Update slides to all the Directors.

4. M1W Board Member Liaison:

Director Moore gave a brief update noting that the next meeting is scheduled for February 28th.

11. Board Member Requests for Future Agenda Items:

President Shriner stated that any requests may be emailed to staff.

12. Director's Comments:

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

President Shriner stated that the Board was going to go back into closed session.

Mr. Phil Clark, Seaside resident, commented on the Dad's Read at the Marina Library and the overwhelming success of the event. President Shriner thanked Mr. Clark for his assistance at the event.

The Board entered into closed session at 8:15 p.m. to continue discussing the following item:

4. Closed Session (continued):

A. Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to Government Code section 54956.9(d)(4)

One potential case

The Board ended closed session at 9:33 p.m. President Shriner reconvened the meeting to open session at 9:34 p.m.

5. Reportable Actions Taken During Closed Session:

President Shriner stated that there were no reportable actions taken in Closed Session.

13. Adjournment:

The meeting was adjourned at 9:35 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-C

Meeting Date: April 18, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 29, 2022

Staff Recommendation: The Board of Directors approve the draft minutes of the March 29, 2022 special joint Board/GSA meeting.

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

Discussion/Analysis: The draft minutes of March 29, 2022 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

Other Consideration: None.

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 29, 2022.

Action Required: ___ Resolution ___ X Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting
Via Zoom Teleconference
March 29, 2022

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 7:02 p.m. on March 29, 2022 via Zoom teleconference in Marina, California. She then proceeded 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/Constanoan-Esselen Nation. We respect their elders, past, present, and emerging, for they hold the memories, traditions, culture, and hopes of the Esselen people. We also acknowledge the government of the Ohlone/Coastanoan Esselen Nation and appreciate the spiritual role it plays today in preserving the cultural, historical and heritage beliefs of the Esselen people. We are grateful that they share their traditional lands with us.”

2. Roll Call:

Board Members Present:

Jan Shriner– President
Thomas P. Moore
Gail Morton

Board Members Absent:

Herbert Cortez – Vice President
Matt Zefferman

Staff Members Present:

Remleh Scherzinger, General Manager
David Hobbs, District Counsel
Kelly Cadiente, Director of Administrative Services
Derek Cray, Operations and Maintenance Manager
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Doug Yount, Shea Homes	Kevin Kostiuk, Raftelis Financial Consultants
Steve Lucas	Rick Riedl
Andy Sterbenz, Schaff & Wheeler	Mike McCullough, Monterey One Water
Jim Gilpin, Best Best Krieger	Cheryl Parker

3. Pledge of Allegiance:

Director Moore led everyone present in the pledge of allegiance.

4. Action Items:

- A. Receive a Presentation of the 2022 Five-Year Recycled Water Rate Study, and Adopt Resolution No. 2022-12 to Adopt the District’s Five-Year Recycled Water Rate Study:

Ms. Kelly Cadiente, Director of Administrative Services, introduced this item and Mr. Kevin Kostiuk, Raftelis Financial Consultants.

Mr. Kostiuk gave a brief presentation of the Five-Year Recycled Water Rate Study which included the following: 1) Identify the forecasted expenses (i.e. revenue requirements) for the new utility; 2) Forecast multi-year recycled water connections and water demand; and, 3) Develop five years of rates to equitably recover costs from recycled water customers. The Board asked clarifying questions.

Director Morton made a motion to adopt Resolution No. 2022-12 to adopt the District’s Five-Year Recycled Water Rate Study. Director Moore seconded the motion. Mr. Mike McCullough, Monterey One Water, commented that only 600 Acre Feet of recycled water was available, not 1,427, and the rate study should be based off the 600 Acre Feet. He mentioned that the Phase 2 groundwater injection mentioned earlier, would require a new agreement, and he was submitting a letter on behalf of Monterey One Water to Ms. Riso. Discussion followed.

Director Morton called the question. The motion was passed by the following vote:

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

- B. Approval of Public Notice and Set Date, Time, and Location for a Public Hearing for Proposed Recycled Water Rates:

Ms. Cadiente introduced this item. Director Morton questioned how this notice was going to be distributed to the customers. Mr. Remleh Scherzinger, General Manager, stated the notice would be sent to the parcel owners who would be affected by the recycled water rates.

Director Morton made a motion to approve the Public Notice and set date, time, and location for a Public Hearing for proposed recycled water rates; and suggested sending a press release regarding the meeting date and time. Director Moore seconded the motion. President Shriner pointed out a couple of typos in the notice. The motion was passed by the following vote:

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

5. Director's Comments:

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

6. Adjournment:

The meeting was adjourned at 7:54 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-D

Meeting Date: April 18, 2022

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-14 to Designate the Secretary of the Board and the Treasurer/CFO of the Marina Coast Water District as Authorized Positions to Perform Public Banking Actions on Behalf of the District

Staff Recommendation: The Board adopts Resolution No. 2022-14 to designate the Secretary of the Board and the Treasurer/CFO of the District as authorized representatives of the District for public entity banking activities.

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

Discussion/Analysis: In October 2019, the District’s bank, Rabobank N.A, officially became Mechanics Bank. Mechanics Bank requested that the next time the District had a change in check signers we update the paperwork to the Mechanics Bank Forms and Agreements. Mechanics Bank requires a resolution from the MCWD Board of Directors to designate the Secretary (General Manager) and Treasurer (Director of Administrative Services) of the Board as representatives of the District to perform public entity banking actions on behalf of the District.

This enables persons holding the positions and all subsequent persons holding the positions to serve as the authorized representatives of the District for public entity banking activities such as:

- Establish bank accounts and services
- Withdraw funds from the District’s banking accounts
- Send, review, and authorize wire and electronic transfers of funds from the District’s deposit accounts

Environmental Review Compliance: Not required.

Climate Adaptation: Not applicable.

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

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2022-14

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 18, 2022

Resolution No. 2022-14
Resolution of the Board of Directors
Marina Coast Water District
Designate the Secretary of Board and the Treasurer/CFO
of the Marina Coast Water District as Authorized Positions
to Perform Public Entity Banking Actions on Behalf of the District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), a regular meeting duly called and held on April 18, 2022, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, in October 2019, the District’s bank, Rabobank N.A, officially became Mechanics Bank; and,

WHEREAS, Mechanics Bank requested that the next time the District had a change in check signers we update the paperwork to the Mechanics Bank Forms and Agreements; and,

WHEREAS, Mechanics Bank requires a resolution from the MCWD Board of Directors to designate the Secretary (General Manager) and Treasurer (Director of Administrative Services) of the Board as representatives of the District to perform public entity banking actions on behalf of the District; and,

WHEREAS, this enables persons holding the positions and all subsequent persons holding the positions to serve as the authorized representatives of the District in public entity banking activities.

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

1. Adopt Resolution No. 2022-14 to designate the Secretary of the Board and the Treasurer/CFO of the District as authorized representatives of the District for public entity banking activities.

PASSED AND ADOPTED on April 18, 2022, 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. 2022-14 adopted on April 18, 2022

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-E

Meeting Date: April 18, 2022

Prepared By: Andrew Racz
Reviewed By: Patrick Breen

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-15 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes, LP, for the Dunes Phase 2 West Development in Marina, CA

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-15 approving a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Shea Homes, LP, a California Limited Partnership, for the Dunes Phase 2 West 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.*

Detailed Description: The Board of Directors is requested to approve a Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement) between MCWD and Shea Homes, LP, for the Dunes Phase 2 West development. The attached draft Infrastructure Agreement is based upon the most recent board-approved (February 2022) format used for other development groups within the MCWD service area.

The Dunes on Monterey Bay (Dunes) development is a fully entitled master development located on former Fort Ord lands within the land use jurisdiction of the City of Marina. Shea Homes is the owner and developer of the project. The Dunes Phase 2 West development consists of the new construction of the underground utilities, roadways, and other infrastructure and appurtenances for the next residential phase of the master development project. The overall Phase 2 West area is bounded by 9th Street to the north, 6th Street to the south, First Avenue to the east, and future City of Marina parks fronting Second Avenue to the west (Exhibit B).

The Dunes on Monterey Bay master development has received from the City of Marina an allocation of 593-AFY of potable water (Exhibit A). Of that total allocated amount, the current proposed portion of the Dunes - Phase 2 West residential development consists of 68 residential lots within the total of 18.5-acres of Phase 2 West (Exhibit C). The portion of Phase 2 West covered by this proposed Infrastructure Agreement will use an estimated 18.44-AFY of potable water. Landscaped parks located within Phase 2 West will be irrigated with recycled water.

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 Shea Homes. The specific infrastructure proposed for transfer includes PVC potable water pipelines, PVC recycled water pipelines (purple pipes), PVC gravity sewer pipelines, and associated sewer manholes, water valves, and other appurtenances. Some water and sewer trunk main infrastructure has been constructed by Shea Homes in this area under previous Infrastructure Agreements.

April 18, 2022

Resolution No. 2022 - 15
Resolution of the Board of Directors
Marina Coast Water District
Approving a Water, Sewer, and Recycled Water Infrastructure Agreement
Between Marina Coast Water District and Shea Homes, LP,
for the Dunes Phase 2 West Development in Marina, CA

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), a regular meeting duly called and held on April 18, 2022, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Shea Homes, LP, (“Developer”) has coordinated with the District on their Dunes Phase 2 West Development, consisting of new construction and related infrastructure, within the City of Marina portion of the Ord Community; and,

WHEREAS, the City of Marina has allocated a portion of its former Fort Ord water supply allocation for the Developer’s use in developing the Dunes on the Monterey Bay development project, and,

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

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

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

1. adopt Resolution No. 2022-15 Approving a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes, LP, for the Dunes Phase 2 West Development in Marina, CA; and,
2. authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure Agreement between MCWD and Shea Homes, LP, for their Dunes Phase 2 West Development 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 18, 2022, 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:

Paula Riso, 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. 2022-15 adopted April 18, 2022.

Paula Riso, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

The Dunes on Monterey Bay Phase 2 West



WATER, SEWER AND RECYCLED WATER
INFRASTRUCTURE AGREEMENT

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Exhibits

EXHIBIT A – WATER ALLOCATION DOCUMENTATION

EXHIBIT B – LEGAL DESCRIPTION

EXHIBIT C – MAP OF DEVELOPMENT

EXHIBIT D – INDEMINIFCATION AND INSURANCE REQUIREMENTS

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this 6 Day of April 2022 (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and Shea Homes Limited Partnership, a California Limited Partnership, with its principal offices at 2630 Shea Center Drive, Livermore, CA 94551, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement is The Dunes on Monterey Bay – Phase 2 West, consists of 68 Residential Lots.

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 is bounded between 9th Street to the north, 6th street to the south, 1st Avenue to the west and legally described in Exhibit “B” and shown on the map at Exhibit “C.”

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

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

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

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

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 an approved allocation of water capacity for the Development from the water and recycled water capacity as allocated to the City by the Fort Ord Reuse Authority (FORA) exists. The potable water allocation for this project covered by this Agreement is 18.24-AFY. The water allocation for the overall development project is 593-AFY.

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). If additional 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 District.

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, sewer and recycled water service at rates set for the District's 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 expiration of the required warranty period, whichever occurs first, unless terminated sooner as provided in section 19 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 and stamp 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).

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*. The District will identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout to the point of delivery. The Developer, or its successors or assignees (such as an owner's 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 ensure that construction and installation 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 confirm that Developer is using special fixtures including zero water use urinals, hot water recirculation systems, etc., in compliance with the District's most recent rules and ordinances. The District's right to confirm compliance under this section does not in any way eliminate or supersede any inspection obligations by the City or County, including but not limited to the issuance of final occupancy permits. District will endeavor to inform the responsible City or County agency of these MCWD requirements so that the responsible agency can incorporate these items into their inspection punch list.

2.1.5 All Facilities subject to District's right of inspection 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.

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)

3. Temporary Irrigation

3.1 In the event the Developer has complied with the terms of this Agreement, the 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 and removed by Developer at the end of the temporary network’s useful life shall be depicted.

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

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

3.3 District shall have the right to inspect the construction of the temporary irrigation networks facilities, verify that construction conforms to the plans, specifications and MCWD standards, witness the demolition and removal 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. 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, Sewer and Recycled water 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 infrastructures within the Development boundaries that will be modified, 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 District 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 shall 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. 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 FY 2021-2022 capacity charges, effective July 1, 2021 and January 1, 2022, for water and sewer services are \$12,050 per EDU and \$3,100 per EDU, respectively, under Title 6 of the MCWD Water Code and which may be adjusted annually under that Title. In addition to these authorized annual adjustments, 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. The Developer shall pay the capacity charges in effect on the date that the Meter Application for any given EDU is accepted by MCWD.

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 District’s then-in effect master recycled-water capital facilities improvement plans 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.

7.2 Developer, and its successors or assignees (such as an Homeowners Association), agrees to take recycled water for non-potable use. Developer, or its successors or assignees agree that the District-established cost will be paid by the recycled water customers.

8. Non-Completion of Prior Projects and Phases

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

9. Licensed Contractor

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

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

10. Permits, Easements, and Related Costs

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

11. Final Inspection and Reimbursement of District Costs

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

above deposits previously paid to the District. If there are surplus deposit funds or any refunds due Developer, then District shall return to Developer the amount of such surplus or refunds upon acceptance by the District of all facilities required to be constructed under this Agreement.

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

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

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

13.1 Developer shall, as a condition of District's acceptance of the facilities, provide to the District in accordance with Section 400.13 of the *Procedures Guidelines and Design Requirements* 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 Guidelines and Design Requirements*.

14. Indemnity, Insurance, and Sureties

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

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

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

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

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

15. Transfer of System Facilities to District after Completion

15.1 Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust), and deliver a conveyance satisfactory in form and content to District. This conveyance shall transfer unencumbered ownership of all facilities required by this Agreement to the District together with all real property, interests in real property, easements and rights-of-ways (including any off-site easements or real property) other than those contained in public rights of way, and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to the Development now or hereafter served by the water, sewer and recycled water system facilities that are necessary or appropriate in the opinion of the District for the ownership and operation of the facilities. Provided all conditions set forth in this Agreement are satisfied, the District shall accept the conveyance. All costs of construction of the facilities, for which the Developer is responsible, shall have been paid for by Developer, the time for release of the payment surety under Section 12.5 shall have expired (or Developer shall provide other security acceptable to the District), and the title to all of the facilities and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of any title insurance deemed necessary by the District

and is reasonable and customary for the insured transaction type. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the conveyance transferring the water, sewer and recycled water system facilities has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the facilities and to expand or improve, or interconnect the facilities with other adjacent facilities, as the District deems appropriate in its sole discretion.

16. Developer Assistance

16.1 Developer shall, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance of the facilities. This obligation shall extend to one year after transfer 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; and
- (3) Enforce all warranties for the benefit of the District, if directed by the District.

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

17.3 This Section 15 shall not limit the District's rights under the law with respect to latent

defects, gross mistakes, or fraud.

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

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

19. Performance

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

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

20. Assignment

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

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

21. Dispute Resolution Procedure

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

21.2 Prevention of Disputes/Meet and confer - The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement.

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

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

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

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

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

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

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

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

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

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

MCWD's INITIALS _____

SHEA's: INITIALS _____

22. Waiver of Rights

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

23. Notices

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

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

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

23.2 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: SHEA HOMES Limited Partnership,
a California limited partnership**

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

By DISTRICT

, General Manager

Marina Coast Water District

EXHIBIT A
WATER ALLOCATION DOCUMENTATION

RESOLUTION NO. 2005-129

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

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

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

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

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

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

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

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

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

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

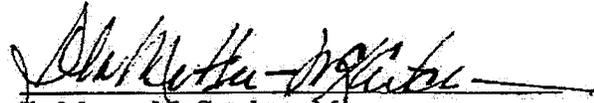
1. That the above recitations are true and correct, incorporated herein by this reference, and constitute findings of the City Council in this matter;
2. That, in accordance with California Water Code section 10911(c) and in light of those considerations set forth in the attached Exhibit B and Exhibit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

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

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

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None


La Mettee-McCutchon, Mayor

ATTEST:


Joy P. Junsay, City Clerk/Secretary

EXHIBIT B

Finding 1:

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

Finding 2:

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

Evidence in Support of Findings:

Background

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

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

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

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

Revised Demand Factors

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

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

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

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

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

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

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

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

Augmentation Project Background

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

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

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

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

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

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

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

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

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

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

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

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

City's Reliance on the Augmentation Project Water

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

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

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

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

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

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

Water Supply Reliability Assessment Assuming the Augmentation Project

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

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

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

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

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

Additional Documentation

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

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

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

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

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

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

Draft 1-26-05

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

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

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



Byron Buck & Associates
Water Resources and Environmental Consulting

January 26, 2005

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

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

Planning Area	Land Use	Parcel Size In sq. ft.	Bldg. Size In sq. ft.	Interior SF Demand/Fac.	Interior Demand	Irrigable Area	Turf Percent	Ornamental Percent	Turf Demand	Ornamental Demand	Total Demand	Total Demand In APYR	Factors and Notes
A	Total Planning Area	30%				1.83	20%	20%	3.62	18.95	22.57	24,973	1.50 MCWD Actual Averages
	Retail		385,000	0.00004	15,440								2,383 MPWMD factor
	Restaurant		20,000	0.00187	23,530								4,399 MPWMD factor
	Retail Food Restaurant		18,600	0.033/seat	43,860								8.64 2.1 Eto turf, 1.5 Ornamental
J	Total Planning Area	8.6				4.8	50%	50%	5.04	3.6	8.64		Store plus 0.105 turf/pumps @ pumps
	Gas Station/retailer		3,000	0.00004	0.76								21.46 MCWD Factor
	Grocery Store		55,000	0.00039	21.45								2.08 Avg. of MCWD factors
	Service		6,000	0.00034	2.06								0.68 MCWD Actual Averages
B1	Total Planning Area	22.7				11.35	20%	20%	4.767	13.52	18.39		1.50 MCWD Actual Averages
	Retail		114,000	0.00004	4.56								1.50 MCWD Actual Averages
	Restaurant		15,000	0.02/seat	17.50								28.60 MPWMD factor
	Retail Food Restaurant		70,000	0.033/seat	23.80								2.10 MPWMD factor
V	Total Planning Area	3.6				1.5	20%	20%	0.756	2.16	2.92		1.88 Avg. of MCWD factors
	Retail		12,000	0.00004	0.48								0.48 MCWD Actual Averages
	Restaurant		5,000	0.02/seat	5.83								5.83 MPWMD factor
	Fast Food Restaurant		2,000	0.028/seat	5.32								6.32 MPWMD factor
OP1	Total Planning Area	11.0				3.5	50%	50%	5.775	4.225	9.90		1.50 MCWD Actual Averages
	Retail		350 rooms	0.17000	59.50								0.64 MCWD Actual Averages
	Retail		1,000	0.00004	0.04								1.88 MPWMD factor
	Restaurant		127,725	0.02/seat	14,835								4.90 2.1 Eto turf, 1.8 Ornamental
T	Total Planning Area	4.9				2.5	50%	50%	2.625	1.875	4.50		26.50 MCWD Factor
	Hotel		160 rooms	0.17000	26.50								43.18 MCWD Factor
	Office/nightclub		253,000	0.00012	30.36								11.05 MCWD Factor
	Office/retail		82	0.02/seat	9.84								28.98 MCWD Factor
Z	Total Planning Area	2.1				1.1	20%	20%	0.482	1.32	1.78		1.78 2.1 Eto turf, 1.5 Ornamental
	Retail		8,600	0.00004	0.34								0.34 MCWD Actual Averages
	Service		5,000	0.00034	1.72								1.72 Avg. of MCWD factors
	Restaurant		5,000	0.02/seat	5.83								5.83 MPWMD factor
Totals		131.2				383.4			35.7	73.3	109.0	492.4	3.89 MPWMD factor

Other Specific Plan Development (new uses only)													
Planning Area	Land Use	Parcel Size In sq. ft.	Bldg. Size In sq. ft.	Interior SF Demand/Fac.	Interior Demand	Irrigable Area	Turf Percent	Ornamental Percent	Turf Demand	Ornamental Demand	Total Demand	Total Demand In APYR	Factors and Notes
A	Monterey-Salinas Transit (MST)	4.3				2.81	15%	0%	0.42	0	0.42	1.81	4.42 BBA (bus transit related)
	Trans. Agency of Mo. Co. (TAMC)	13.2				8.82	15%	0%	1.32	0	1.32	4.96	13.67 BBA (undefined transit related)
	Marina Coast W/D (MCWD)	11.3				36.82	25%	80%	5.85	7.12	13.0	10.51	47.43 MCWD (as elementary school)
	US Army Corps of Engineers (ACOE)	2.0					n/a	n/a					No change in existing use
B1	City Marina PBC Parcel 8th St. **	17.4				8.7	10%	16%	0.87	2.74	3.61	5.95	20.51 MCWD (public use, play fields)
	City Marina PBC Parcel 3rd St.	3.0				0.0022	35%	20%	0.76	0.32	1.08	1.22	10.36 MCWD (public use, center)
	Goodwill Industries	5.0				0.85	n/a	n/a					No change in existing use
	Young Nak Church	1.5				0.001	14%	80%	0.725	0.76	1.485	1.31	2.19 MCWD (proposed in process)
Z	Co. of Monterey	1.7				0.0003	n/a	n/a					16.43 MCWD (fire station)
	City of Marina - fire station site	3.3				0.826	35%	20%	0.826	0.36	1.186	1.34	16.43 MCWD (fire station)
	Total Other Parcels	63.7				58.64			35.7	73.3	109.0	114.9	

**80% irrigable area artificial turf

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

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

Types of Use	Basis	Assigned Water Use Rates By Acre-Ft	Total Water Use Per Annum (Acre-Ft)
<u>Residential</u>			
Multi Family – Apartment	DU	x 0.21	=
Apartment (senior complex)	DU	x 0.12	=
Group Housing (boarding, dormitory, convalescent)	Occupant	x 0.062	=
Condominium/Townhouse	DU	x 0.24	=
Mobile Home	DU	x 0.21	=
Multi-Family – Duplex to Fourplex	DU	x 0.24	=
Single Family 0<lot<0.08 acres (13 or more units per acre)	20 DU	x 0.25	= 5.00
Single Family 0.08<=lot<0.22 acres (5-12 Units/acre)	48 DU	x 0.28	= 13.44
Single Family 0.22<=lot<0.67 acres (2-4 Units/acre)	DU	x 0.52	=
Single Family (lot>=0.67 acres)	acres	x 0.89	=
Accessory Dwelling Unit < 640 sq. ft.	DU	x 0.17	=
Accessory Dwelling Unit 641 to 800 sq. ft.	DU	x 0.21	=
Accessory Dwelling Unit 841 to 1200 sq. ft.	DU	x 0.25	=
<u>Non Residential</u>			
Auto Sales/Repair Shops (Gross Floor Area)	sq. ft.	x 0.00006	=
Bank	sq. ft.	x 0.00030	=
Bakery	sq. ft.	x 0.00027	=
Bar (w/o restaurant)	sq. ft.	x 0.00023	=
Beauty shop/barber shop	stations	x 0.050	=

Types of Use	Basis	Assigned Water Use Rates By Acre-Ft	Total Water Use Per Annum (Acre-Ft)
Car Wash w/ recycle	sq. ft.	x *	=
Child Care	sq. ft.	x 0.0061	=
Dry Cleaners (onsite cleaning)	sq. ft.	x 0.00040	=
Gas Station (w/o minimart or restaurant)	pumps	x 0.1051	=
Gym, Health Club (w/o aquatics)	sq. ft.	x 0.00012	=
Hotel/Motel/Bed & Breakfast (Guest room portion only)	units	x 0.110	=
Laundromat (self-serve)	washers	x 0.202	=
Laundry – Commercial	sq. ft.	x *	=
Office – General (nonmedical, includes chiropractor)	sq. ft.	x 0.0001	=
Office – Government, Education	sq. ft.	x 0.000092	=
Office – Medical, Dental	sq. ft.	x 0.00016	=
Manufacturing (other than food, beverage, chemical)	sq. ft.	x 0.056	=
Manufacturing (food, beverage, chemical)	sq. ft.	x *	=
Meeting Halls, Churches, School Room	sq. ft.	x 0.000092	=
Nursing Home (care portion only)	bed	x 0.12	=
Laboratory	sq. ft.	x 0.000082	=
Laboratory – Photographic	sq. ft.	x 0.003	=
Landscape (non-turf)	acres	x 2.1	=
Landscape (turf)	acres	x 2.5	=
Plant Nursery	sq. ft.	x 0.00009	=
Public Restroom	toilets	x 0.058	=
Restaurant (full service – 3 meals, dish washing)	sq. ft.	x 0.00125	=
Restaurant (fast food/casual with onsite prep)	sq. ft.	x 0.00051	=
Restaurant (take out w/minimal onsite prep)	sq. ft.	x 0.00027	=
Store – General Retail (Department Store)	sq. ft.	x 0.00005	=
Store – Grocery and Markets	sq. ft.	x 0.00033	=
Swimming Pool (per 100 sq. ft. pool area)		x 0.02	=
Theater	seats	x 0.0012	=
Veterinary	sq. ft.	x 0.00022	=
Warehouse, Distribution, Self-Storage	sq. ft.	x 0.00001	=

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

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

* See manufacturer’s recommendation

EXHIBIT B
LEGAL DESCRIPTION

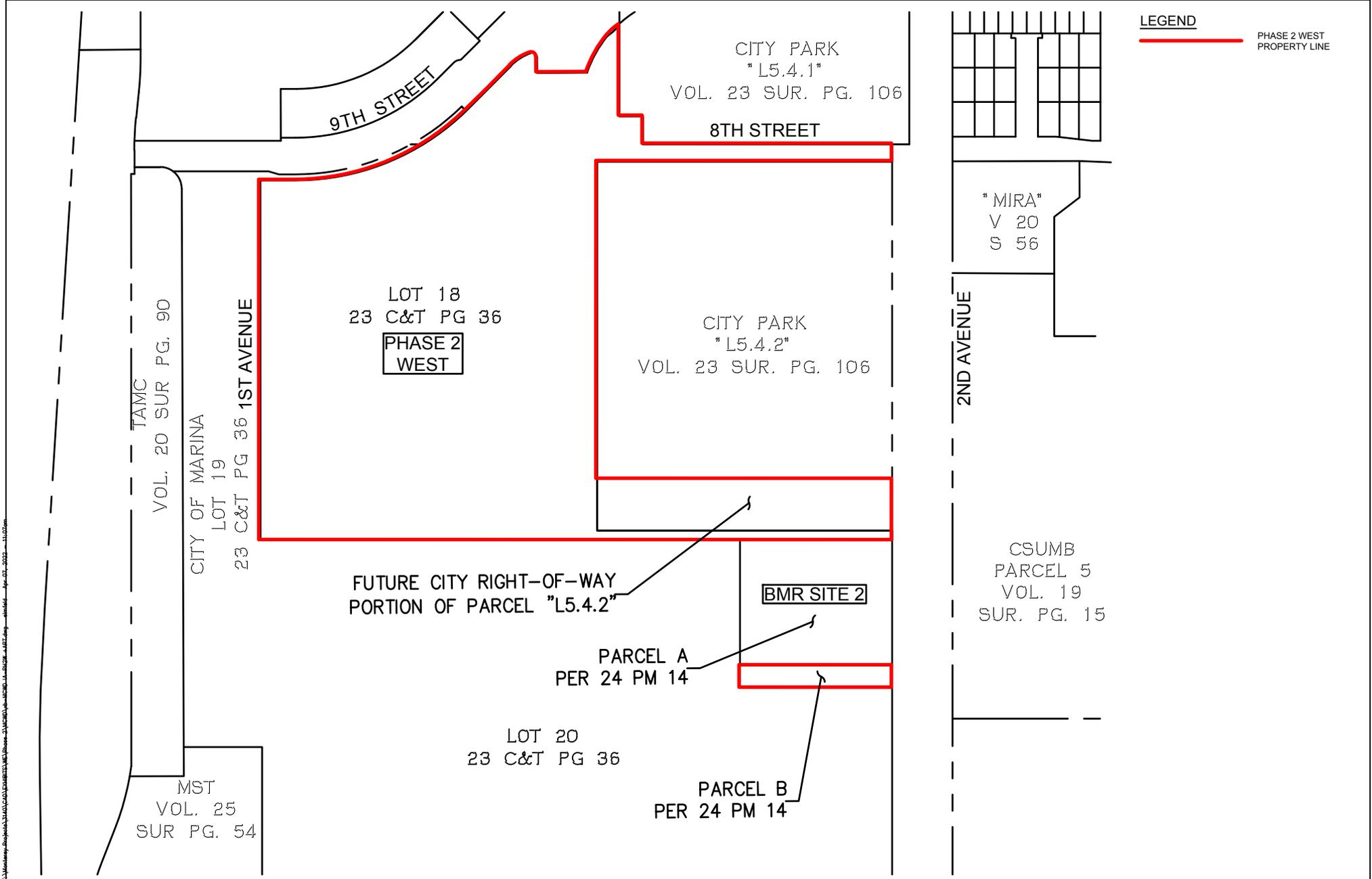
EXHIBIT B
LEGAL DESCRIPTION
THE DUNES ON MONTEREY BAY PHASE 2 WEST

Certain real property situate in the former Fort Ord Military Reservation, in the City of Marina, County of Monterey, State of California, described as follows:

Lot 18 as said lot is shown on that certain map entitled "Tract Map - North and West Marina Village," filed August 25, 2006 in Volume 23 of Cities and Towns at Page 36 in the Office of the County Recorder of said County.

TOGETHER WITH the southerly 119.92 feet of "Parcel Two" as measured perpendicular to the southerly line thereof, as said parcel is shown on that certain map filed June 30, 2000 in Volume 23 of the Surveys at Page 106 in the Office of the County Recorder of said County.

TOGETHER WITH Parcel B as said parcel is shown on that certain map entitled "Parcel Map - Phase 3 BMR Site 2 - The Dunes on Monterey Bay", filed December 15, 2021 in Volume 24 of Parcel Maps at Page 14 in the Office of the County Recorder of said County.



PHASE 2 WEST PROPERTY MAP
THE DUNES ON MONTEREY BAY
 MONTEREY COUNTY, CALIFORNIA



Civil Engineering
 Land Surveying
 6 Harris Court
 Monterey, California
 831.649.5225
 whitsonengineers.com



Vol 23 C & T PG 36

TRACT MAP

NORTH AND WEST MARINA VILLAGE BEING A PORTION OF FORT ORD MILITARY RESERVATION IN RANCHO NOCHE BUENA MONTEREY CITY LANDS TRACT NO. 1 CITY OF MARINA, COUNTY OF MONTEREY SURVEY DATE: JULY, 2006

OWNER'S STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES. GENERAL STILLWELL DRIVE IS A PRIVATE ACCESS ROAD FOR THE BENEFIT OF LOTS 4-14 TO BE MAINTAINED IN ACCORDANCE WITH THE SHOPPING CENTER OPERATION AND EASEMENT AGREEMENT (OEA), AS SHOWN ON SAID MAP WITHIN SAID SUBDIVISION.

WE ALSO HEREBY DEDICATE FOR PUBLIC USE THOSE EASEMENTS LABELED STORM DRAIN EASEMENT FOR PUBLIC STORM DRAINAGE PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER THE DRIVE AND PARKING AREAS OF LOTS 7-10 FOR THE PURPOSES OF REPAIR, REPLACEMENT AND MAINTENANCE OF STORM DRAINAGE FACILITIES. UNDERGROUND PIPING IS TO BE MAINTAINED BY THE CITY OF MARINA. SAID STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES NOT SERVING THE PURPOSE OF THE EASEMENT.

OWNER ACKNOWLEDGES OVERLAND STORM WATER RELEASE FROM SECOND AVENUE, A PUBLIC STREET, ONTO LOTS 4, 5 AND 6 AND HEREBY AGREES TO ACCEPT CURRENT FLOW OF STORM WATER IN PERPETUITY.

WE ALSO HEREBY DEDICATE FOR MAINTENANCE OF A RETAINING WALL OVER THOSE STRIPS OF LAND LABELED M.U. "MAINTENANCE EASEMENT" TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER LOT 7 FOR THE PURPOSE OF REPAIR, REPLACEMENT AND MAINTENANCE OF SAID RETAINING WALL. SAID RETAINING WALL TO BE MAINTAINED IN ACCORDANCE WITH THE SHOPPING CENTER OPERATION AND EASEMENT AGREEMENT (OEA).

ABUTTERS RIGHTS OF ACCESS IN AREAS MARKED [REDACTED] ARE HEREBY RELINQUISHED.

WE ALSO HEREBY DEDICATE AN EASEMENT OVER LOT 8, FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AND UTILITIES, IN FAVOR OF THE OWNERS OF LOTS 9, 10, 11, 12 AND 13 AND 14 THEIR CUSTOMERS AND INVITEES. SAID EASEMENT SHALL NOT INTERFERE WITH THE RIGHT OF THE OWNER OF LOT 8 TO CONSTRUCT IMPROVEMENTS WITHIN LOT 8.

WE ALSO HEREBY STATE THAT RIGHTS OF INGRESS AND EGRESS AND OVERALL USE OVER LOTS 4-14 SHALL BE GOVERNED BY THE SHOPPING CENTER OPERATION AND EASEMENT AGREEMENT (OEA).

WE ALSO HEREBY DEDICATE A NON-EXCLUSIVE EASEMENT OVER THE EASEMENT LABELED "34' INGRESS AND EGRESS EASEMENT" ACROSS LOT 15 FOR THE PURPOSE OF VEHICULAR INGRESS AND EGRESS.

WE ALSO HEREBY DEDICATE THAT STRIP OF LAND LABELED A.U.E OR ACCESS AND UTILITIES EASEMENT TO THE COUNTY OF MONTEREY FOR THE PURPOSES OF VEHICULAR INGRESS AND EGRESS AND UTILITIES.

WE ALSO HEREBY IRREVOCABLY OFFER TO DEDICATE THE AREAS LABELED "IRREVOCABLE OFFER OF DEDICATION" TO THE CITY OF MARINA FOR THE PURPOSE OF FUTURE ROADWAY WIDENING.

SUBDIVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, IT'S CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OR IT'S CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS OR EMPLOYEES, TO ATTACK, SET ASIDE, VOID OR ANNULL AN APPROVAL OF THE CITY, CITY COUNCIL, PLANNING COMMISSION, OR OTHER BOARD, ADVISORY AGENCY OR LEGISLATIVE BODY CONCERNING THIS SUBDIVISION. CITY WILL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM, ACTION OR PROCEEDING AGAINST IT AND WILL COOPERATE FULLY IN THE DEFENSE. THIS CONDITION IS IMPOSED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66474.9.

AS OWNERS:
THE REDEVELOPMENT AGENCY OF THE CITY OF MARINA, A PUBLIC BODY CORPORATE AND POLITICAL
BY: Anthony J. Altfeld 8-23-06
ANTHONY J. ALTVELD, EXECUTIVE DIRECTOR DATE

AS SUBDIVIDERS: MARINA COMMUNITY PARTNERS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY.

BY SHEA HOMES LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, ITS MANAGING MEMBER

BY: J.F. SHEA CO. INC. A NEVADA CORPORATION, IT'S GENERAL PARTNER

BY: Layne Marceau 8/1/06
LAYNE MARCEAU, AUTHORIZED AGENT DATE

BY: Donald A. Hoffer 8/1/06
DONALD A. HOFER, AUTHORIZED AGENT DATE

BY SHEA PROPERTIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Robert M. Burke 8/1/06
ROBERT M. BURKE, ASSISTANT SECRETARY DATE

BY: Layne Marceau 8/1/06
LAYNE MARCEAU, ASSISTANT SECRETARY DATE

BY CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, ITS MEMBER

BY: Philip Rafton 8/2/06
PHILIP RAFTON DATE

ITS: Philip Rafton
SENIOR VICE PRESIDENT

OWNER'S ACKNOWLEDGMENT

STATE OF California
COUNTY OF Monterey

ON August 23, 2006 BEFORE ME, Anita Shepherd-Sharp Notary Public

PERSONALLY APPEARED Anthony J. Altfeld, Executive Director

PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON (S) WHOSE NAME (S) IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY (IES), AND THAT BY HIS / HER / THEIR SIGNATURE (S) ON THE INSTRUMENT THE PERSON (S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
Anita Shepherd-Sharp
SIGNATURE OF NOTARY
NAME OF NOTARY Anita Shepherd-Sharp
COMMISSION NO. 13752228
EXPIRATION DATE: September 6, 2006

SUBDIVIDER'S ACKNOWLEDGMENT

STATE OF California
COUNTY OF Alameda

ON 8-1-06 BEFORE ME, L. Wilson, Notary Public,

PERSONALLY APPEARED Layne Marceau & Donald A. Hoffer

PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON (S) WHOSE NAME (S) IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY (IES), AND THAT BY HIS / HER / THEIR SIGNATURE (S) ON THE INSTRUMENT THE PERSON (S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
L. Wilson
SIGNATURE OF NOTARY
NAME OF NOTARY L. Wilson
COMMISSION NO. 1468544
EXPIRATION DATE: 3-4-08

SUBDIVIDER'S ACKNOWLEDGMENT

STATE OF California
COUNTY OF Alameda

ON 8-1-06 BEFORE ME, L. Wilson, Notary Public,

PERSONALLY APPEARED Robert M. Burke & Layne Marceau

PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON (S) WHOSE NAME (S) IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY (IES), AND THAT BY HIS / HER / THEIR SIGNATURE (S) ON THE INSTRUMENT THE PERSON (S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
L. Wilson
SIGNATURE OF NOTARY
NAME OF NOTARY L. Wilson
COMMISSION NO. 1468544
EXPIRATION DATE: 3-4-08

PLANNING COMMISSION STATEMENT

I, CHRISTI DIORIO COMMUNITY DEVELOPMENT DIRECTOR, CITY OF MARINA, HEREBY CERTIFY THAT THE MAP SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AS APPROVED BY THE CITY COUNCIL OF MARINA ON THE 31ST DAY OF MAY 2005, AND ANY SUBSEQUENT MODIFICATIONS APPROVED THEREAFTER.
Christi Diorio
CHRISTI DIORIO, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF MARINA

SUBDIVIDER'S ACKNOWLEDGMENT

STATE OF California
COUNTY OF Alameda

ON 8-2-06 BEFORE ME, L. Wilson, Notary Public,

PERSONALLY APPEARED Philip Rafton

PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON (S) WHOSE NAME (S) IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY (IES), AND THAT BY HIS / HER / THEIR SIGNATURE (S) ON THE INSTRUMENT THE PERSON (S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.
L. Wilson

SIGNATURE OF NOTARY
NAME OF NOTARY L. Wilson
COMMISSION NO. 1468544
EXPIRATION DATE: 3-4-08

CITY CLERK'S STATEMENT

I, JOY P. JANSAY, CITY CLERK OF THE CITY OF MARINA, HEREBY CERTIFY THAT THE CITY COUNCIL OF SAID CITY OF MARINA APPROVED THE HERWITH MAP ON THE 13th DAY OF August, 2006 AND ACCEPTS ON BEHALF OF THE PUBLIC, ALL EASEMENTS, AND PARCELS OF LAND OFFERED FOR DEDICATION, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION AND DO NOT ACCEPT AT THIS TIME ALL IRREVOCABLE OFFERS OF DEDICATION SHOWN ON THIS MAP.

Joy P. Jansay
JOY P. JANSAY, CITY CLERK OF MARINA
Res. No. 2006-203 and Res. No. 2006-57 MARA 900

RECORDER'S STATEMENT

FILED THIS 25th DAY OF August, 2006, 2:45 PM IN VOLUME 23 OF MAPS, AT PAGE 316 AT THE REQUEST OF REF CONSULTING

SIGNED: Stephen L. Vagnini

COUNTY RECORDER

BY: Lupe Mauer

DEPUTY
SERIAL NUMBER: 2006075406 FEE: \$25.00

CITY ENGINEER'S STATEMENT

I, NOURDIN KHAYATA, ACTING CITY ENGINEER OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL THE PROVISIONS OF THE "SUBDIVISION MAP ACT" AS AMENDED, AND OF MARINA CITY ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP, HAVE BEEN COMPLIED WITH

Nourdin Khayata
NOURDIN KHAYATA
ACTING CITY ENGINEER, CITY OF MARINA
R.C.E. 52446 EXPIRATION DATE: 12-31-07

SURVEYOR'S STATEMENT

I, DAVID BALMANN, LICENSED LAND SURVEYOR, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION DURING JULY 2006, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE ONE YEAR AFTER THE RECORDATION OF THIS MAP BY THE MONTEREY COUNTY RECORDER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE TOTAL (GROSS) AREA FOR THE SUBDIVISION IS 335 ACRES.

SIGNED: David Balmann
DAVID BALMANN, P.L.S. 7309 EXPIRATION DATE: 3-31-07

TRACT NO. 1472

SHEET 1 OF 9 SHEETS REF. JN. 10-104387



TRACT MAP

NORTH AND WEST MARINA VILLAGE BEING A PORTION OF FORT ORD MILITARY RESERVATION IN RANCHO NOCHE BUENA MONTEREY CITY LANDS TRACT NO. 1 CITY OF MARINA, COUNTY OF MONTEREY SURVEY DATE: JULY, 2006

EASEMENTS AND DOCUMENTS OF RECORD

THE FOLLOWING EASEMENTS AND DOCUMENTS AFFECT THE PROPERTY ENCOMPASSED BY THIS MAP. THE LOCATION(S) OF SAID EASEMENT(S) CAN NOT BE DISCERNED FROM RECORD.

AN EASEMENT FOR GAS PIPELINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 1, 1976 AS REEL 1058, AT PAGE 16 OF OFFICIAL RECORDS. NOT PLOTTABLE. NOT DEFINE OF RECORD.

AN EASEMENT FOR GAS PIPELINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JUNE 2, 1976 AS REEL 1058, AT PAGE 655 OF OFFICIAL RECORDS.

THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE FORMER FORT ORD REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY VARIOUS DOCUMENTS OF RECORD.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ASSIGNMENT OF EASEMENTS ON FORMER FORT ORD AND ORD MILITARY COMMUNITY, COUNTY OF MONTEREY AND QUITCLAIM DEED FOR WATER AND WASTE WATER SYSTEMS" RECORDED NOVEMBER 7, 2001 AS RECORDER'S SERIES NO. 2001-094583 OF OFFICIAL RECORDS.

AN EASEMENT FOR WATER AND WASTE WATER DISTRIBUTION SYSTEMS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED OCTOBER 26, 2001 AS RECORDER'S SERIES NO. 2001090792 OF OFFICIAL RECORDS. NOT PLOTTABLE. LOCATION NOT DEFINE OF RECORD.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "EASEMENT TO FORT ORD REUSE AUTHORITY FOR WATER AND WASTE DISTRIBUTION SYSTEMS LOCATED ON FORMER FORT ORD" RECORDED OCTOBER 26, 2001 AS RECORDER'S SERIES NO. 2001090792 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT TO RESTRICTION USE OF PROPERTY ENVIRONMENTAL RESTRICTION" RECORDED MAY 22, 2002 AS RECORDER'S SERIES NO. 2002048597 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "QUIT CLAIM DEED FOR A PORTION OF THE FORMER FORT ORD, MONTEREY COUNTY, CALIFORNIA" RECORDED MARCH 15, 2004 AS RECORDER'S SERIES NO. 2004023330 OF OFFICIAL RECORDS. ~~2004-072044~~

AN EASEMENT FOR RIGHT OF ENTRY AND ACCESS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MARCH 15, 2004 AS RECORDER'S SERIES NO. 2004023330 OF OFFICIAL RECORDS.

DOCUMENT RE-RECORDED JULY 9, 2004 AS RECORDER'S SERIES NO. 2004072094 OF OFFICIAL RECORDS.

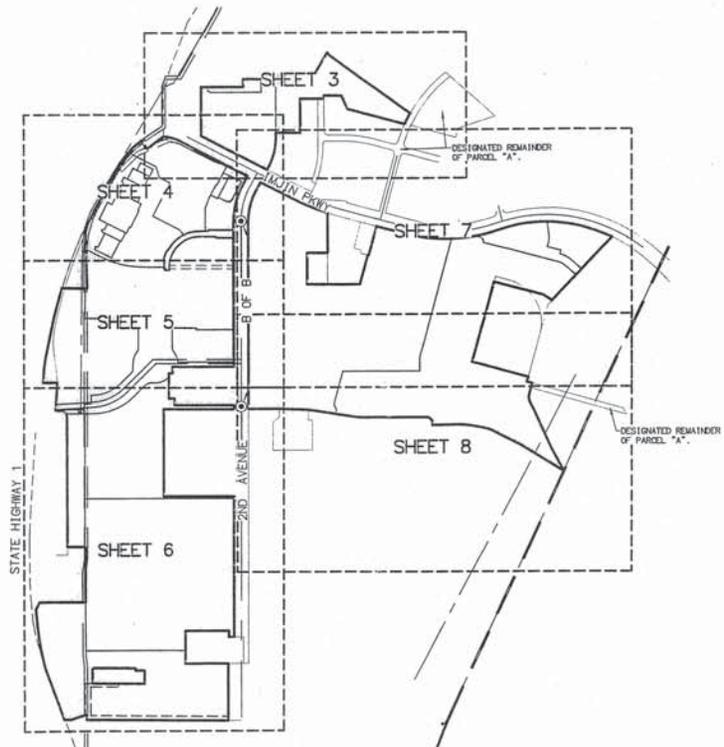
THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT" RECORDED AUGUST 5, 2005 AS RECORDER SERIES NO. 2005-080653 AND 2005-080654 OF OFFICIAL RECORDS. RECORDED APRIL 23, 2004 AS RECORDER SERIES NO. 2004039810

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF MARINA, AND MARINA COMMUNITY PARTNERS, LLC FOR THE UNIVERSITY VILLAGES PROJECT (A PART OF THE UNIVERSITY VILLAGES SPECIFIC PLAN)" RECORDED AUGUST 5, 2005 AS RECORDER SERIES NO. 2005-080655 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "QUITCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGES PARCELS FORMER FORT ORD, MONTEREY COUNTY, CALIFORNIA (FORT ORD REUSE AUTHORITY OF THE REDEVELOPMENT AGENCY OF THE CITY OF MARINA)" RECORDED SEPTEMBER 1, 2005 AS RECORDER SERIES NO. 2005091639 AND 2005091641 OF OFFICIAL RECORDS.

AN EASEMENT FOR RIGHT OF ENTRY AND ACCESS AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 1, 2005 AND ALSO RECORDED MARCH 27, 2006 AS RECORDER SERIES NO. 2005091639, 2005091641 AND 2006026845 OF OFFICIAL RECORDS. NOT PLOTTABLE. NOT DEFINE OF RECORD.

RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN ANY ROADS LYING WITHIN SAID PROPERTY.



RECORD REFERENCES

REFERENCE	RECORDED DOCUMENT	DESCRIPTION
R1	BK. 19 SURV. PG. 15	C.S.U.M.B. - 8 PARCELS
R6	BK. 19 SURV. PG. 126	VIETNAM VETERANS - 5 PARCELS
R10	BK. 20 SURV. PG. 24	GOODWILL INDUSTRIES - 1 PARCEL
R12	BK. 20 SURV. PG. 90	T.A.M.C. - 4 PARCELS
R14	BK. 23 SURV. PG. 98	MARINA II - 1 PARCEL
R19	BK. 27 SURV. PG. 80	MPC PARCELS
R21		EDC PARCELS - DEED REFERENCE
R22	BK. 20 SURV. PG. 56	M.I.R.A. - 1 PARCEL
R23	R.O.S.VOL. 28 PG. 59	BESTOR'S RECORD OF SURVEY

NOTE

TENTATIVE SUBDIVISION MAP REMAINS IN EFFECT.

LEGEND

- INDICATES PROPERTY LINE
- - - INDICATES LOT LINE
- INDICATES FOUND MONUMENT AS NOTED
- ⊙ INDICATES FD. 2" BRASS DISK STAMPED "RCE 29811" IN MONUMENT WELL PER R.O.S. VOL. 28 PG. 59
- ⊙ INDICATES 2" BRASS DISK STAMPED "RCE 29811" TO BE SET IN MONUMENT WELL PER R.O.S. VOL. 28 PG. 59
- INDICATES 5/8" REBAR AND CAP STAMPED "LS 7309" TO BE SET PER THIS MAP
- () PER REFERENCE DATA ON SHEET 2
- [] RECORD DATA PER R.O.S. VOL 28 PG. 29
- (R) INDICATES RADIAL BEARING
- M.U. MAINTENANCE EASEMENT
- A.C.O.E. ARMY CORPS OF ENGINEERS
- P.R.C. POINT OF REVERSE CURVE
- P.C.C. POINT OF COMPOUND CURVE
- N.T.S. NOT TO SCALE

BASIS OF BEARINGS (B OF B)

THE BEARINGS OF NORTH 01°40'00" EAST BETWEEN FOUND MONUMENTS LOCATED ON 2ND AVENUE AS SHOWN ON THE RECORD OF SURVEY MAP FILED IN VOLUME 28 OF SURVEYS AT PAGE 59 WAS TAKEN AS THE BASIS OF BEARING FOR THIS MAP.

SOILS REPORT STATEMENT

A SOILS REPORT DATED JULY 1, 2005 PREPARED BY BERLOGAR GEOTECHNICAL CONSULTANTS HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION.

EASEMENTS AND DOCUMENTS OF RECORD (CONTINUED)

U.S. ARMY RESERVES THE INTEREST IN, OR RIGHTS TO, MINERAL, INCLUDING BUT NOT LIMITED TO, OIL, GAS OR OTHER HYDROCARBON SUBSTANCES PER SUBDIVISION MAP ACT 66436 (C).

AN EASEMENT FOR GAS MAIN AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED OCTOBER 15, 1985 AS REEL 429, AT PAGE 343 OF OFFICIAL RECORDS. NOT PLOTTABLE. NOT DEFINE OF RECORD.

AN EASEMENT FOR PUBLIC UTILITIES, SEWER AND WATER AND INCIDENTAL PURPOSES, RECORDED OCTOBER 17, 2005 AS RECORDER SERIES NO. 2005110356. IN FAVOR OF TRANSPORTATION AGENCY FOR MONTEREY COUNTY, A PUBLIC AGENCY.

AN EASEMENT FOR POWER LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED MAY 5, 1924 AS VOLUME 38, AT PAGE 202 OF OFFICIAL RECORDS. NOT PLOTTABLE. NOT DEFINE OF RECORD.

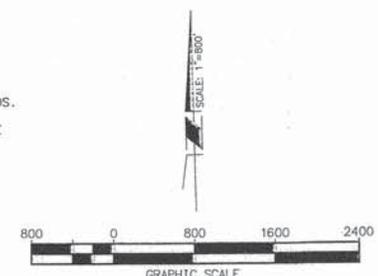
EASEMENTS AND DOCUMENTS OF RECORD (CONTINUED)

EASEMENT FOR GAS PIPELINE AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED NOVEMBER 17, 1972 AS REEL 810, AT PAGE 669 OF OFFICIAL RECORDS.

DEPARTMENT OF THE ARMY FOR ELECTRIC POWER AND FOR NATURAL GAS PIPELINE RIGHT OF WAY, RECORDED APRIL 12, 1997 IN REEL 3506, PAGE 1533 OF OFFICIAL RECORDS.

AN EASEMENT FOR POWER LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED JULY 26, 1924 AS VOLUME 38, AT PAGE 490 OF OFFICIAL RECORDS. NOT PLOTTABLE. NOT DEFINE OF RECORD.

AN EASEMENT FOR RIGHT OF ENTRY AND ACCESS AND INCIDENTAL PURPOSES, RECORDED APRIL 23, 2004 NO. 2004039810 OF OFFICIAL RECORDS. NOT PLOTTABLE. NOT DEFINE OF RECORD.



TRACT NO. 1472

SHEET 2 OF 9 SHEETS RBF JUN 10-104387

V0123 cet PG 36

TRACT MAP

NORTH AND WEST MARINA VILLAGE BEING A PORTION OF FORT ORD MILITARY RESERVATION IN RANCHO NOOCHE BUENA MONTEREY CITY LANDS TRACT NO. 1 CITY OF MARINA, COUNTY OF MONTEREY

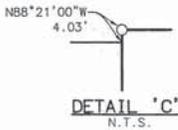
SURVEY DATE: JULY, 2006

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N01°40'00"E	48.21'
L2	N01°40'00"E	87.99'
L3	N88°18'35"W	61.98'
L4	N01°41'25"E	52.00'
L5	N01°40'00"E	62.00'
L6	N88°20'00"W	50.00'
L7	N01°40'00"E	65.17'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L8	N88°20'00"W	55.00'
L9	N88°20'00"W	35.00'
L10	N01°40'00"E	65.00'
L11	N46°52'35"E	21.29'
L12	N01°40'00"E	22.05'
L13	N87°58'00"W	90.34'
L14	N43°35'14"W	21.37'

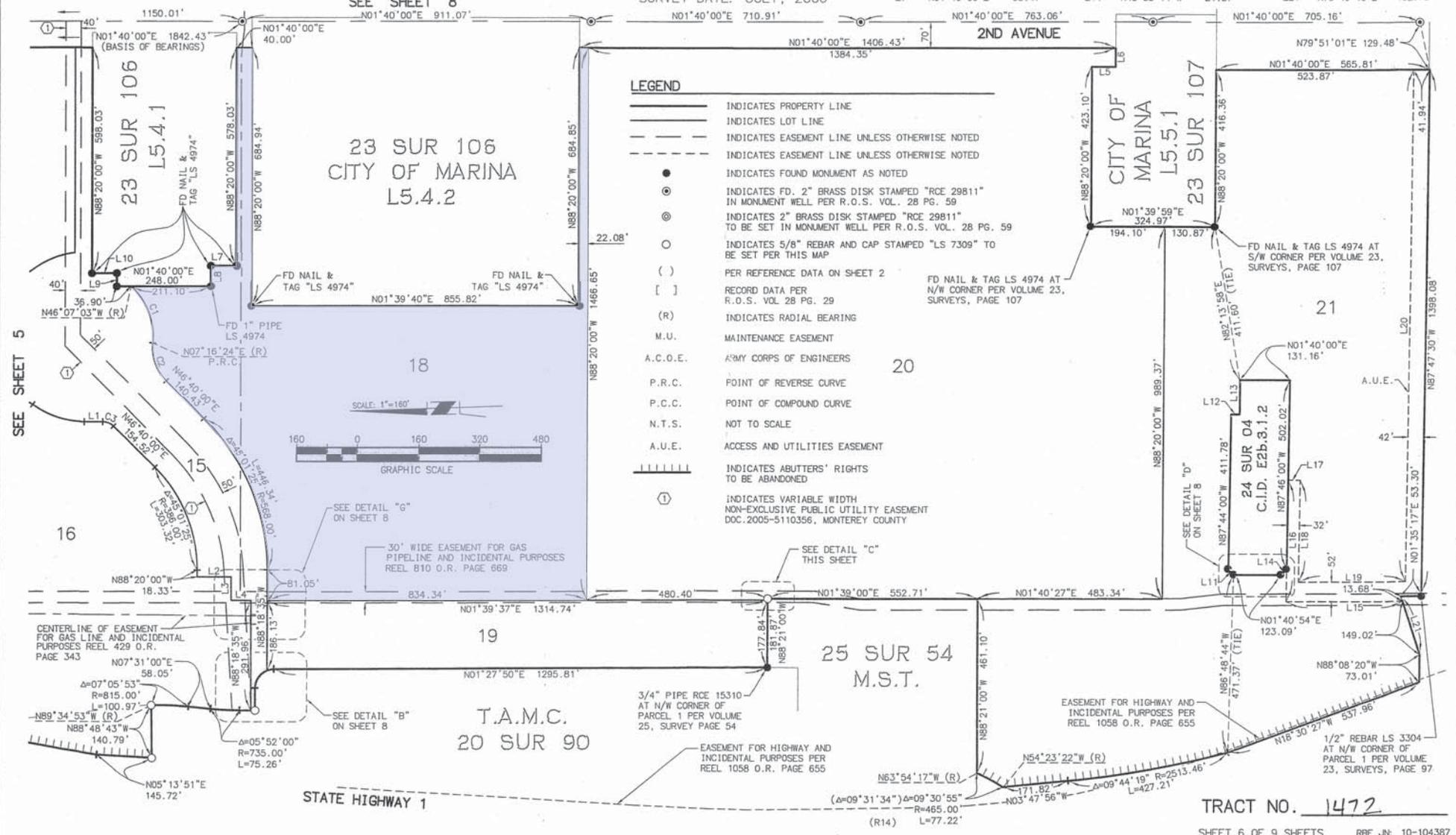
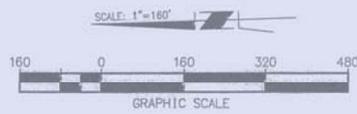
LINE DATA TABLE		
NO.	BEARING	LENGTH
L15	N01°40'00"E	309.31'
L16	N87°46'00"W	323.96'
L17	N03°01'50"E	32.00'
L18	N87°46'00"W	271.19'
L19	N01°40'00"E	284.32'
L20	N87°47'30"W	1359.17'
L21	N73°46'16"E	162.70'

CURVE DATA TABLE			
NO.	DELTA	LENGTH	RADIUS
C1	53°23'27"	167.73'	180.00'
C2	50°36'24"	110.41'	125.00'
C3	45°00'00"	31.42'	40.00'



LEGEND

- INDICATES PROPERTY LINE
- INDICATES LOT LINE
- - - INDICATES EASEMENT LINE UNLESS OTHERWISE NOTED
- - - INDICATES EASEMENT LINE UNLESS OTHERWISE NOTED
- INDICATES FOUND MONUMENT AS NOTED
- ⊙ INDICATES FD. 2" BRASS DISK STAMPED "RCE 29811" IN MONUMENT WELL PER R.O.S. VOL. 28 PG. 59
- ⊙ INDICATES 2" BRASS DISK STAMPED "RCE 29811" TO BE SET IN MONUMENT WELL PER R.O.S. VOL. 28 PG. 59
- INDICATES 5/8" REBAR AND CAP STAMPED "LS 7309" TO BE SET PER THIS MAP
- () PER REFERENCE DATA ON SHEET 2
- [] RECORD DATA PER R.O.S. VOL. 28 PG. 29
- (R) INDICATES RADIAL BEARING
- M.U. MAINTENANCE EASEMENT
- A.C.O.E. ARMY CORPS OF ENGINEERS
- P.R.C. POINT OF REVERSE CURVE
- P.C.C. POINT OF COMPOUND CURVE
- N.T.S. NOT TO SCALE
- A.U.E. ACCESS AND UTILITIES EASEMENT
- ||||| INDICATES ABUTTERS' RIGHTS TO BE ABANDONED
- ① INDICATES VARIABLE WIDTH NON-EXCLUSIVE PUBLIC UTILITY EASEMENT DOC. 2005-5110356, MONTEREY COUNTY



TRACT NO. 1472
SHEET 6 OF 9 SHEETS RBF JN: 10-104387

Vol 24 Par pg 14

N: 2.134.400 E: 5.737.000

OWNERS' STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

THE AREA DESIGNATED AS PARCEL B IS RESERVED FOR FUTURE PUBLIC RIGHT-OF-WAY.

AS OWNER:

THE CITY OF MARINA, A MUNICIPAL CORPORATION

BY: Layne Long
LAYNE LONG

VICINITY MAP

SCALE: 1" = 400'



CITY ENGINEER & SURVEYOR'S STATEMENT

I BRIAN McMINN, CITY ENGINEER AND SURVEYOR OF THE CITY OF MARINA, HEREBY STATE THAT I HAVE EXAMINED THE PARCEL MAP AND AM SATISFIED THAT IT IS TECHNICALLY CORRECT; THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND THE CITY OF MARINA SUBDIVISION ORDINANCE, TITLE 16 OF THE MARINA MUNICIPAL CODE HAVE BEEN COMPLIED WITH.

BY: 222 DATE: 10/13/21

NAME: BRIAN McMINN
TITLE: CITY ENGINEER AND SURVEYOR, CITY OF MARINA
LICENSE: PE 64143, PLS 8116

PLANNING DEPARTMENT'S STATEMENT

I, Matt Mogensen, COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR, HEREBY CERTIFY THAT THE MAP SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE "UNIVERSITY VILLAGES" TENTATIVE MAP, AS APPROVED BY THE CITY COUNCIL OF MARINA ON MAY 31, 2005, AND SUBSEQUENT AMENDMENT APPROVED OCTOBER 2, 2008.

BY: Matt Mogensen DATE: 10/28/21

NAME: Matt Mogensen TITLE: Acting Community Development Dir.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE CITY OF MARINA, IN MAY 2021. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

R. Coover

RICHARD P. WEBER
L.S. NO. 8002

10/5/2021
DATE



NOTARY STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT TO THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California
COUNTY OF Monterey
ON October 28, 2021

BEFORE ME, Anita Shepherd-Sharp, NOTARY PUBLIC

PERSONALLY APPEARED Layne Long, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/WEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND, AND OFFICIAL SEAL
(NOTE: NOTARY SEAL NOT REQUIRED IF THE BELOW INFORMATION IS COMPLETED)

SIGNATURE Anita Shepherd-Sharp
NOTARY PUBLIC'S NAME: Anita Shepherd-Sharp
COUNTY OF BUSINESS: Monterey
COMMISSION EXPIRATION DATE: September 6, 2022
COMMISSION NUMBER: 2253345

EASEMENTS AND DOCUMENTS OF RECORD

THE PROPERTY SUBDIVIDED BY THIS MAP IS REPORTED TO BE AFFECTED BY THE FOLLOWING EASEMENTS AND DOCUMENTS OF RECORD, ALL OF WHICH ARE EITHER BLANKET IN NATURE (AFFECTING ENTIRE PROPERTY), OR THE LOCATIONS OF WHICH CANNOT BE DETERMINED:

THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE FORMER FORT ORD REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY VARIOUS DOCUMENTS OF RECORD.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED ASSIGNMENT OF EASEMENTS ON FORMER FORT ORD AND ORD MILITARY COMMUNITY, COUNTY OF MONTEREY AND QUILCLAIM DEED FOR WATER AND WASTE WATER SYSTEMS RECORDED NOVEMBER 7, 2001 AS RECORDER'S SERIES NO. 2001-094583 OF OFFICIAL RECORDS.

AN EASEMENT FOR WATER AND WASTE WATER DISTRIBUTION SYSTEMS AND INCIDENTAL PURPOSES IN THE DOCUMENT RECORDED OCTOBER 26, 2001 AS RECORDER'S SERIES NO. 2001090792 OF OFFICIAL RECORDS, TOGETHER WITH THE TERMS AND PROVISIONS CONTAINED IN SAID DOCUMENT.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED COVENANT TO RESTRICTION USE OF PROPERTY ENVIRONMENTAL RESTRICTION RECORDED MAY 22, 2002 AS RECORDER'S SERIES NO. 2002048597 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF MARINA, AND MARINA COMMUNITY PARTNERS, LLC FOR THE UNIVERSITY VILLAGES PROJECT (A PART OF THE UNIVERSITY VILLAGES SPECIFIC PLAN) RECORDED AUGUST 5, 2005 AS RECORDER'S SERIES NO. 2004023330 OF OFFICIAL RECORDS, DOCUMENT RE-RECORDED JULY 9, 2004 AS RECORDER'S SERIES NO. 2004072094 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT RECORDED AUGUST 5, 2005 AS RECORDER SERIES NO. 2005-080653 AND 2005-080654 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF MARINA, AND MARINA COMMUNITY PARTNERS, LLC FOR THE UNIVERSITY VILLAGES PROJECT (A PART OF THE UNIVERSITY VILLAGES SPECIFIC PLAN) RECORDED AUGUST 5, 2005 AS RECORDER SERIES NO. 2005-080655 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MARINA, AND MARINA COMMUNITY PARTNERS, LLC FOR THE UNIVERSITY VILLAGES PROJECT" RECORDED AUGUST 05, 2005 AS INSTRUMENT NO. 2005080656 OF OFFICIAL RECORDS, THE EFFECT OF A DOCUMENT ENTITLED "NOTICE OF EXTENSION OF TERMINATION DATE OF DEVELOPMENT AGREEMENT", RECORDED APRIL 10, 2020 AS INSTRUMENT NO. 2020017976 OF OFFICIAL RECORDS.

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED QUILCLAIM DEED FOR A PORTION OF UNIVERSITY VILLAGES PARCELS FORMER FORT ORD, MONTEREY COUNTY, CALIFORNIA (FORT ORD REUSE AUTHORITY OF THE REDEVELOPMENT AGENCY OF THE CITY OF MARINA) RECORDED SEPTEMBER 1, 2005 AND ALSO RECORDED MARCH 27, 2006 AS RECORDER SERIES NO. 2005091639 AND 2006026845 OF OFFICIAL RECORDS, IN CONNECTION WITH, A "FIXTURES EXCHANGE AGREEMENT" EXECUTED BY AND BETWEEN THE UNITED STATES OF AMERICA ACTING BY AND THROUGH THE SECRETARY OF THE ARMY AND MARINA COMMUNITY PARTNERS, LLC, AND RECORDED AUGUST 10, 2006 AS RECORDER SERIES NO. 2006070407, OFFICIAL RECORDS

COUNTY RECORDER'S STATEMENT

FILED THIS 15 DAY OF December, 2021, AT 8:33 A.M. IN VOLUME 24 OF PARCEL MAPS, AT PAGE 14 AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

STEPHEN L. VAGNINI
MONTEREY COUNTY CLERK-RECORDER

BY: Anjelique Villarreal
NAME: Anjelique Villarreal DEPUTY

DOCUMENT NO.: 2021083359 FEE: \$ 0

**PARCEL MAP
PHASE 3 BMR SITE 2
THE DUNES ON
MONTEREY BAY**

A MINOR SUBDIVISION OF A PORTION OF PARCEL 20 AS SHOWN IN VOLUME 23 CITIES & TOWNS, PAGE 36, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, IN THE CITY OF MARINA, STATE OF CALIFORNIA

PREPARED BY:
WHITSON ENGINEERS
6 HARRIS COURT, MONTEREY CALIFORNIA

JOB No: 3140.27 DATE: AUGUST 9, 2021 SHEET 1 OF 2

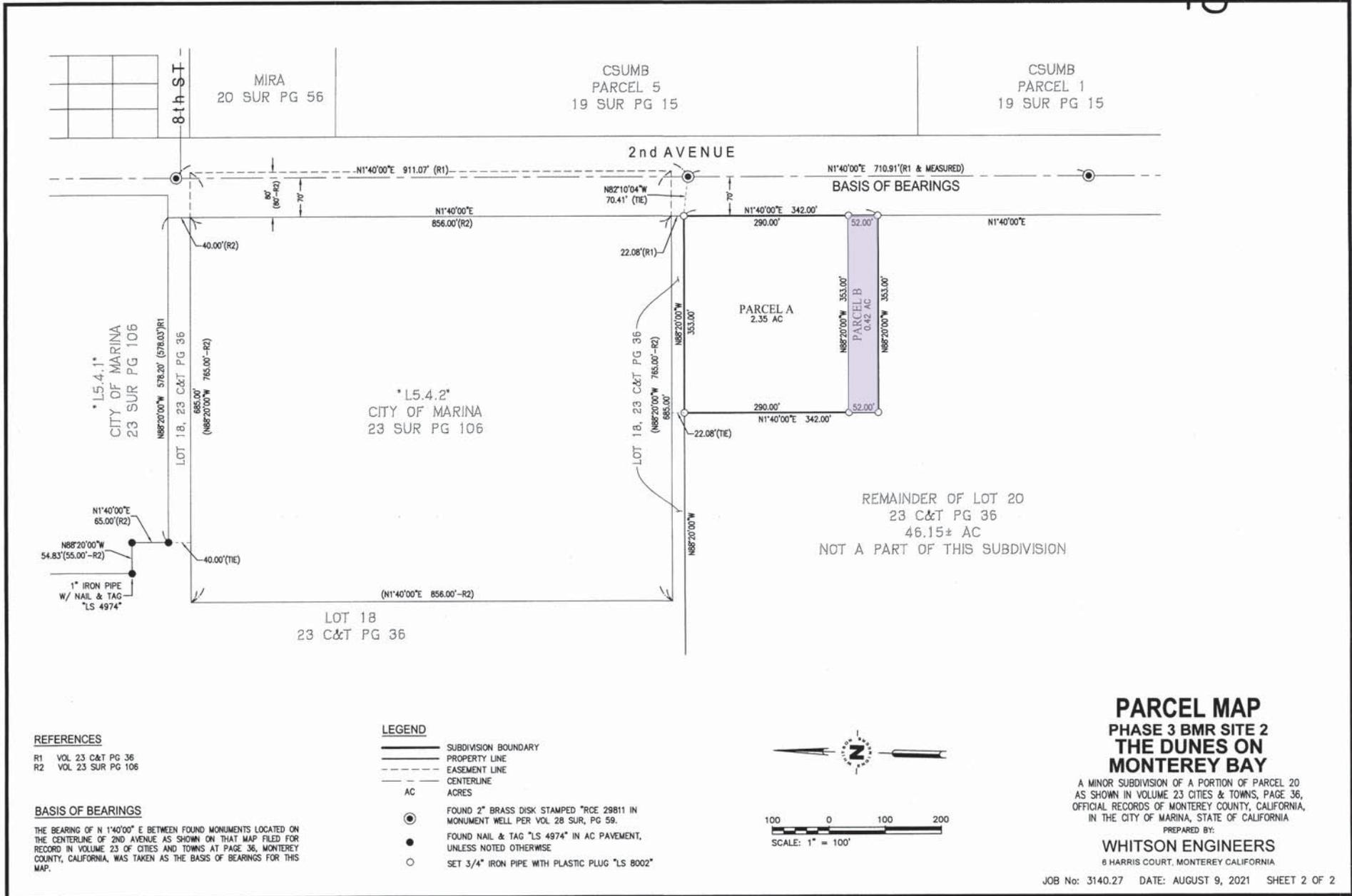
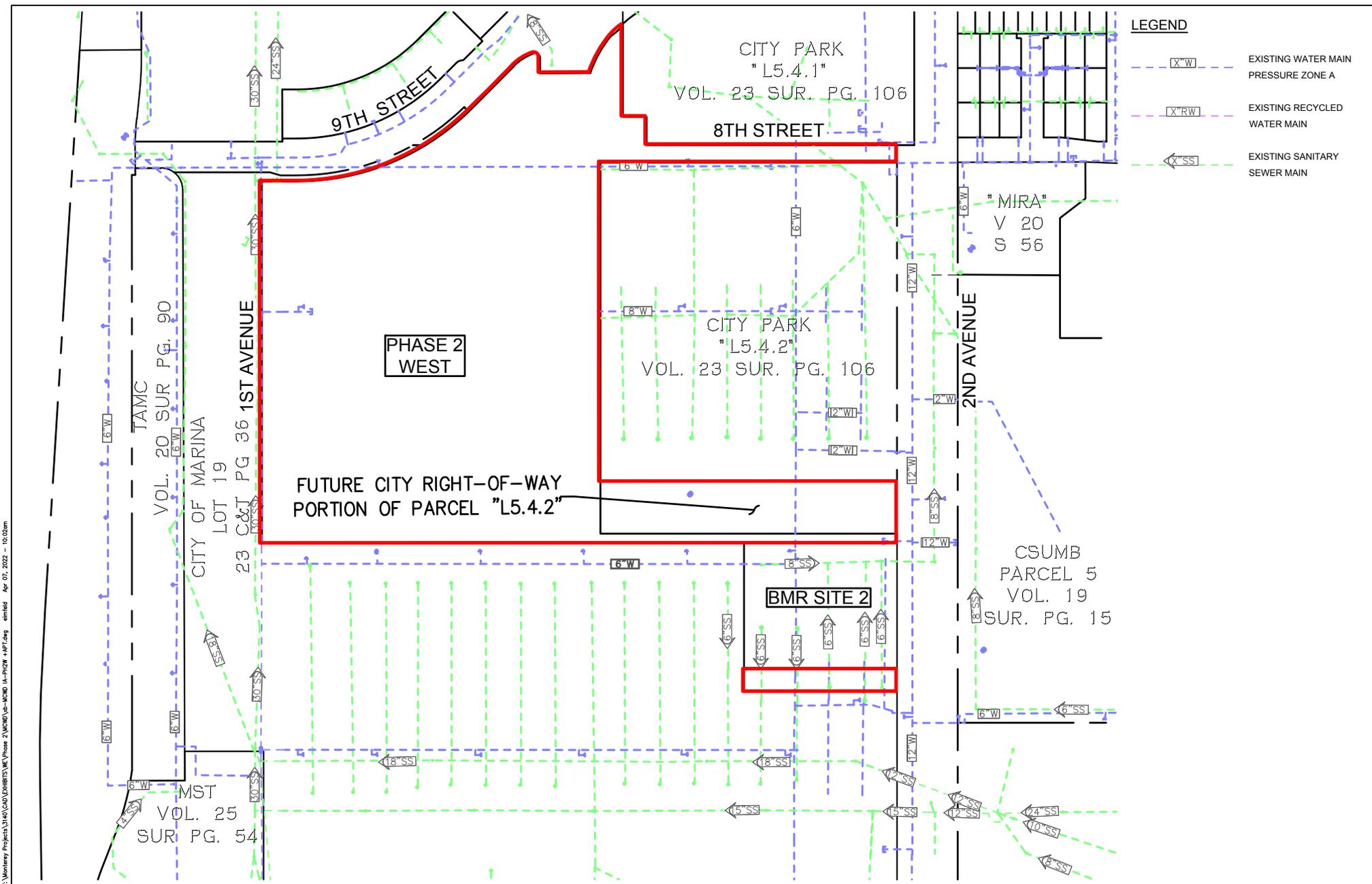


EXHIBIT C
MAP OF DEVELOPMENT



LEGEND

- (X"W) EXISTING WATER MAIN PRESSURE ZONE A
- (X"RW) EXISTING RECYCLED WATER MAIN
- (X"SS) EXISTING SANITARY SEWER MAIN

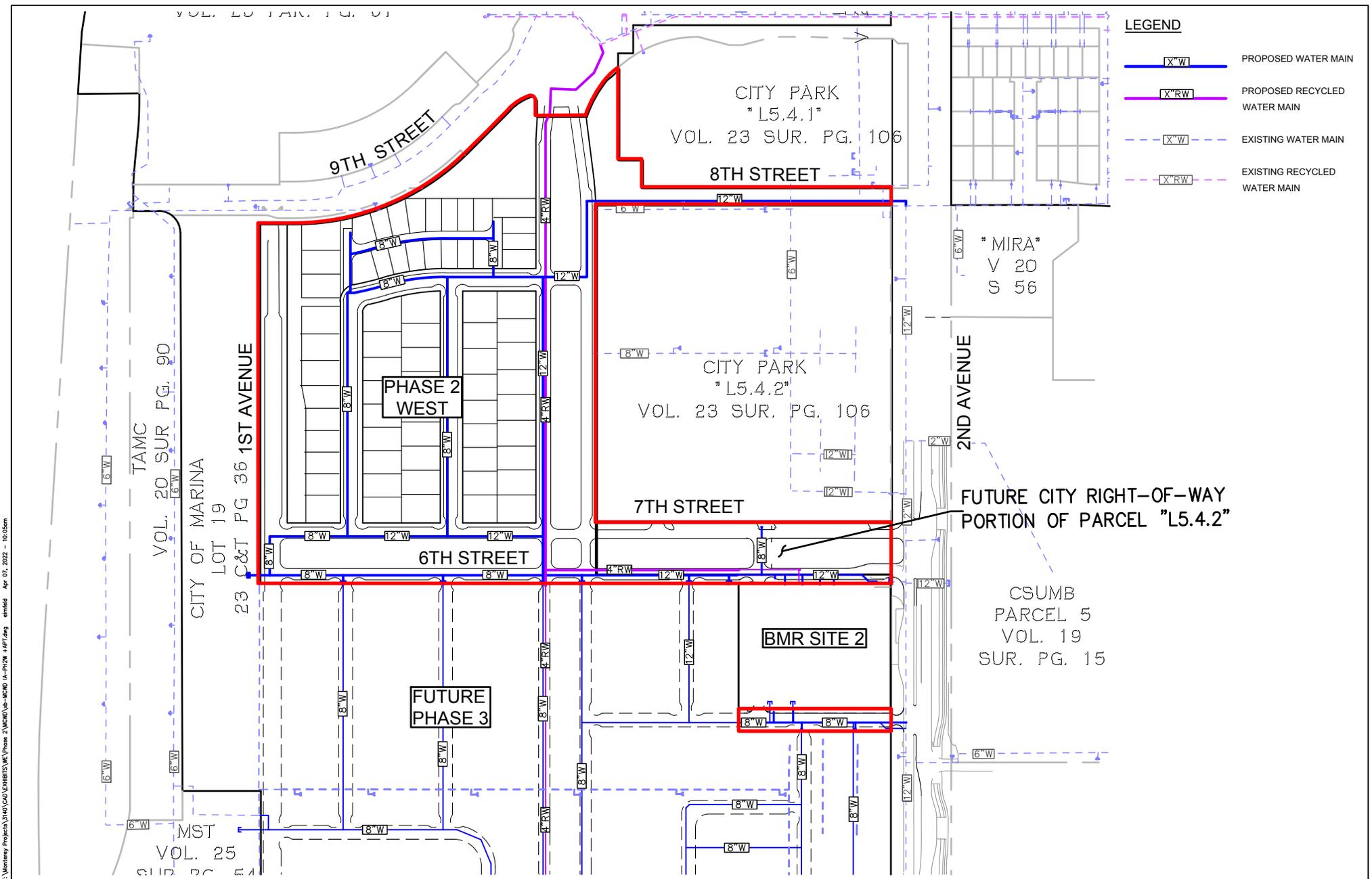
T:\Monterey Projects\3140\3140-EXHIBITS\WE Phase 2\MCHD\04-MCHD-14-PR2W-APP1.dwg emfled Apr 07, 2022 - 10:02am

PHASE 2 WEST EXISTING INFRASTRUCTURE
THE DUNES ON MONTEREY BAY
 MONTEREY COUNTY, CALIFORNIA



Civil Engineering
 Land Surveying
 6 Harris Court
 Monterey, California
 831.649.5225
 whitsonengineers.com





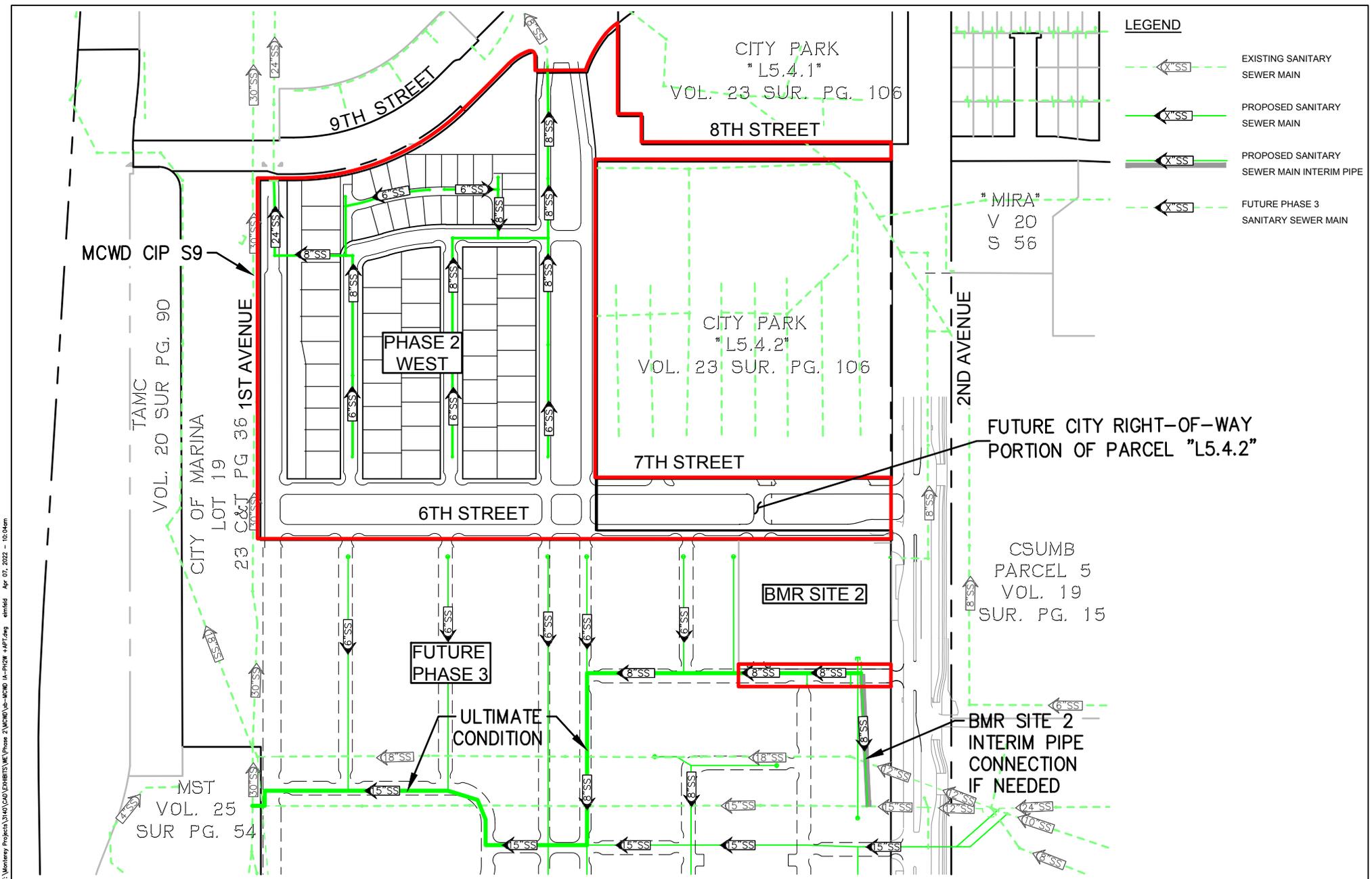
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PHASE 2 WEST WATER INFRASTRUCTURE
THE DUNES ON MONTEREY BAY
 MONTEREY COUNTY, CALIFORNIA



Civil Engineering
 Land Surveying
 6 Harris Court
 Monterey, California
 831.649.5225
 whitsonengineers.com





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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.

**Marina Coast Water District
Staff Report**

Agenda Item: 9-F

Meeting Date: April 18, 2022

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 impact to the District's finances due to COVID-19.

This report includes the following:

- Budget to actual water revenues for FY 2021-2022 through March 31, 2022
- Customer accounts aging information as of April 09, 2022
- Monthly customer payments comparison for months March 2021 through March 2022
- Graphs of delinquent accounts as of March 31, 2022

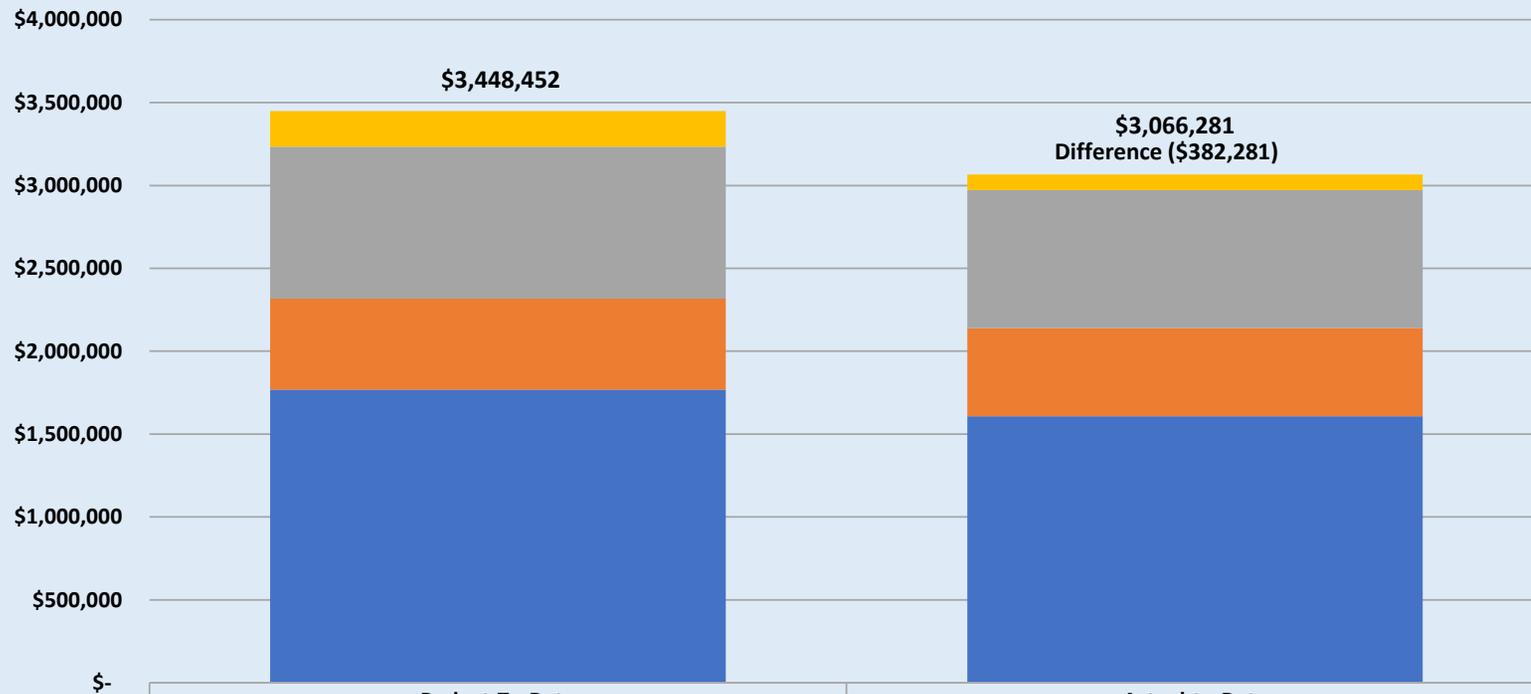
FY 2021-2022 actual water revenue through March 2022 was below budgeted revenue for both Central Marina and the Ord Community by \$382,281 and \$52,639 respectively.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic by \$82,142.73 (81%) and \$443,695.51 (49%), respectively. If Bay View Mobile Home Park's main master meter account is not considered, Ord Community Accounts Receivable balance has increased \$275,571.04 (405%). Unfortunately, the balances tend to fluctuate from month to month due to billing dates and the number of days in the month.

Governor Newsom's 2021-22 May revise to the state budget included \$1 billion in American Rescue Plan Act funds to be used to provide direct payments to water systems to address customer arrearages and revenue gaps related to the pandemic. The State Water Resources Control Board (SWRCB) required all water districts to participate in a survey to be considered for funding. Customer arrearages that qualify for funding are accrued residential and commercial drinking water arrearages from March 4, 2020, through June 15, 2021. Arrearages due to irrigation water usage, wastewater charges, and penalties do not qualify for assistance. Staff submitted MCWD's survey on September 7, 2021. The survey information was compiled by the SWRCB and determined 100% of the number of arrearages reported will qualify for assistance. Staff completed the application and submitted it to SWRCB on November 16, 2021. The District was notified in December 2021 that its application was approved and awarded the requested funds. Payment from the State was received at the end of January 2022. All credits have been applied to customer accounts as of March 31, 2022.

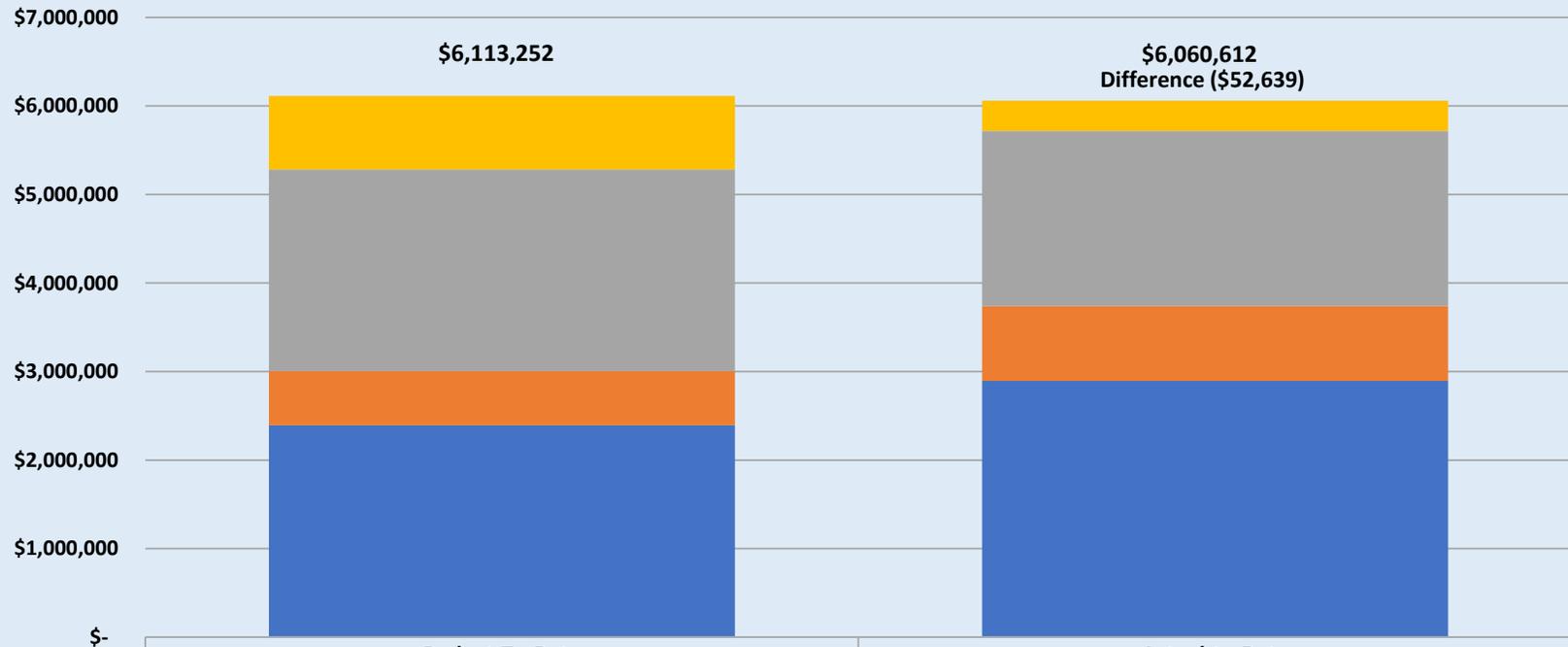
On March 17, 2022, staff submitted the application for the Wastewater Arrearages Funding Program which will further aid customers who have been impacted by the pandemic. The District should be notified by the end of April 2022 if the application is accepted.

FY 2021-2022 Central Marina Water Revenue as of March 31, 2022



	Budget-To-Date	Actual-to-Date
■ Government	\$215,322	\$93,881
■ Multiples	\$916,217	\$833,831
■ Business	\$548,009	\$530,679
■ Residential	\$1,768,905	\$1,607,890
Totals	\$3,448,452	\$3,066,281

FY 2021-2022 Ord Community Water Revenue as March 31, 2022



	Budget-To-Date	Actual-to-Date
■ Government	\$831,332	\$342,539
■ Multiples	\$2,276,991	\$1,977,102
■ Business	\$611,369	\$845,881
■ Residential	\$2,393,559	\$2,895,091
Totals	\$6,113,252	\$6,060,612

**MARINA COAST WATER DISTRICT
CUSTOMER ACCOUNTS AGING REPORT
March 9, 2020 - April 9, 2022**

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	
4/9/2022	\$ 33,013.65	\$ 19,616.70	\$ 17,605.09	\$ 11,907.29	\$ 82,142.73	
Change	\$ (2,529.62)	\$ 15,740.84	\$ 13,312.00	\$ 10,296.16	\$ 36,819.38	81%

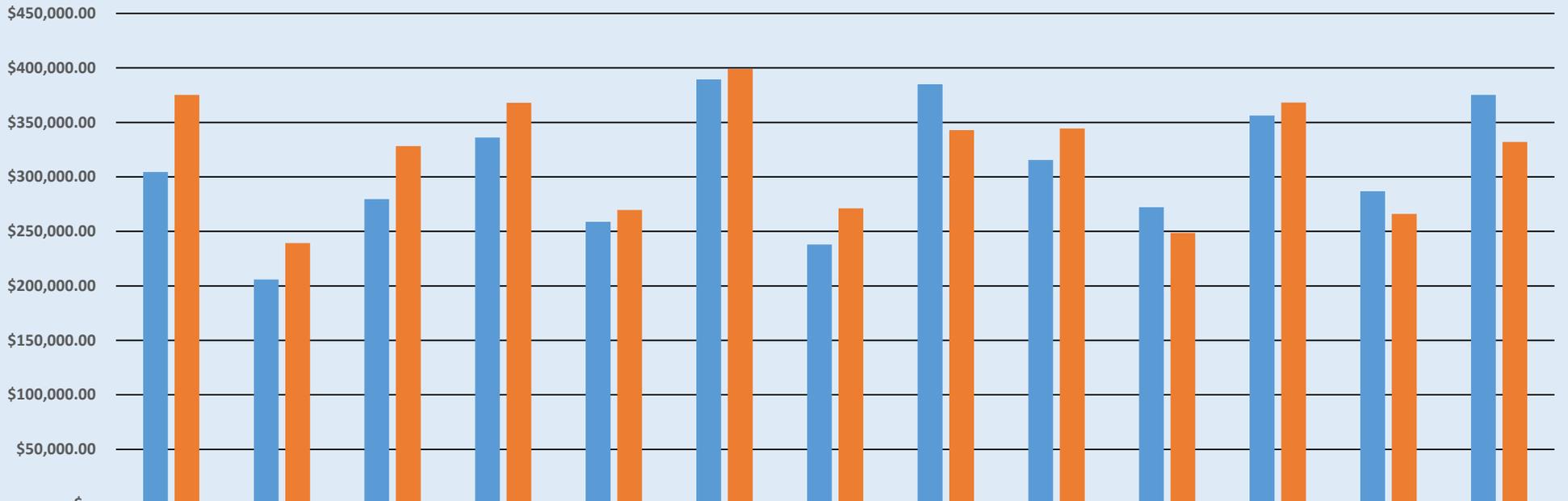
Ord Community

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	
4/9/2022	\$ 125,122.10	\$ 56,753.81	\$ 41,046.20	\$ 1,091,591.97	\$ 1,314,514.08	
Change	\$ 47,058.67	\$ 17,781.67	\$ 13,468.82	\$ 355,386.35	\$ 433,695.51	49%
%	60%	46%	49%	48%	49%	

Ord Community (Excluding Bay View Mobile Home Park Main Master Meter Account)

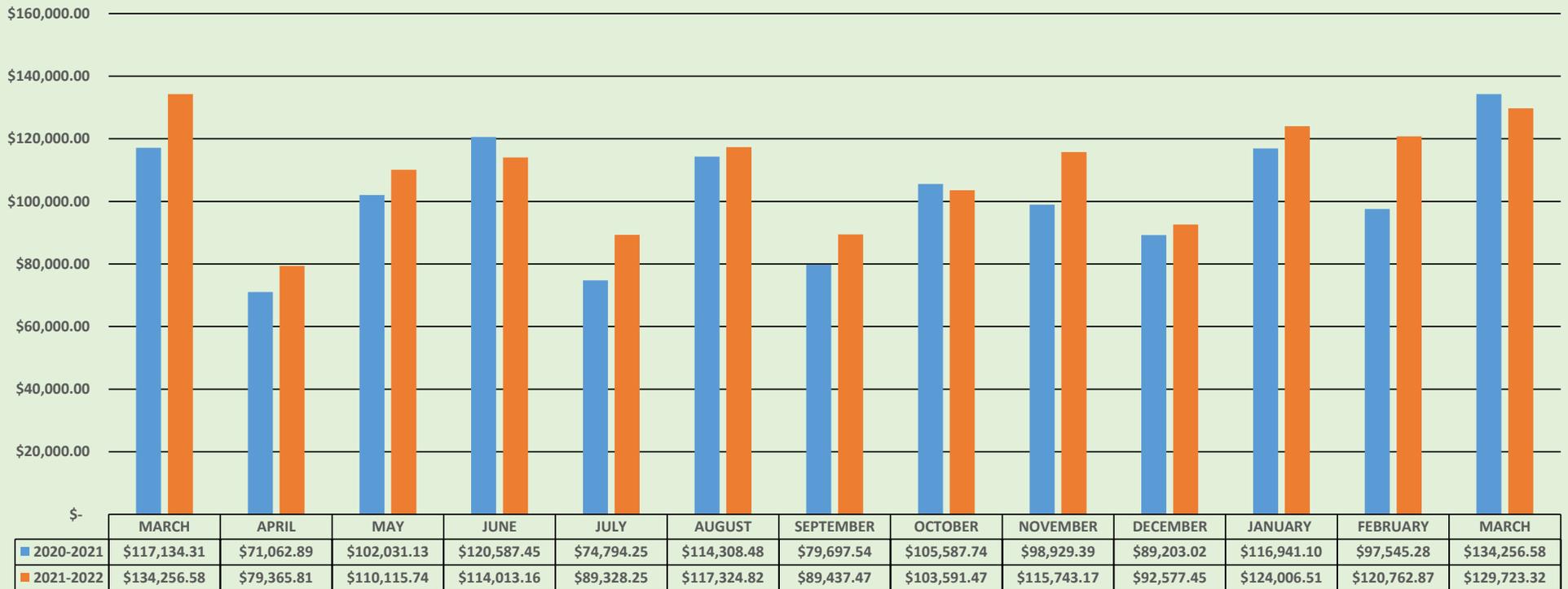
Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals	
3/9/2020	\$ 59,169.69	\$ 6,816.86	\$ 446.06	\$ 1,532.29	\$ 67,964.90	
4/9/2022	\$ 117,233.93	\$ 51,310.73	\$ 35,828.01	\$ 139,163.27	\$ 343,535.94	
Change	\$ 58,064.24	\$ 44,493.87	\$ 35,381.95	\$ 137,630.98	\$ 275,571.04	405%

Central Marina Monthly Water Customer Payments March 2021- March 2022



	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH
■ 2020-2021	\$304,481.44	\$205,857.18	\$279,658.56	\$336,058.35	\$258,732.93	\$389,405.03	\$237,938.05	\$384,856.48	\$315,538.23	\$272,197.64	\$356,346.91	\$286,827.30	\$375,100.12
■ 2021-2022	\$375,100.12	\$239,250.38	\$328,215.52	\$367,931.49	\$269,610.58	\$398,897.10	\$271,183.01	\$342,800.98	\$344,358.74	\$248,491.16	\$368,179.46	\$266,048.16	\$332,005.89

**Central Marina Monthly Sewer Customer Payments
March 2021 - March 2022**



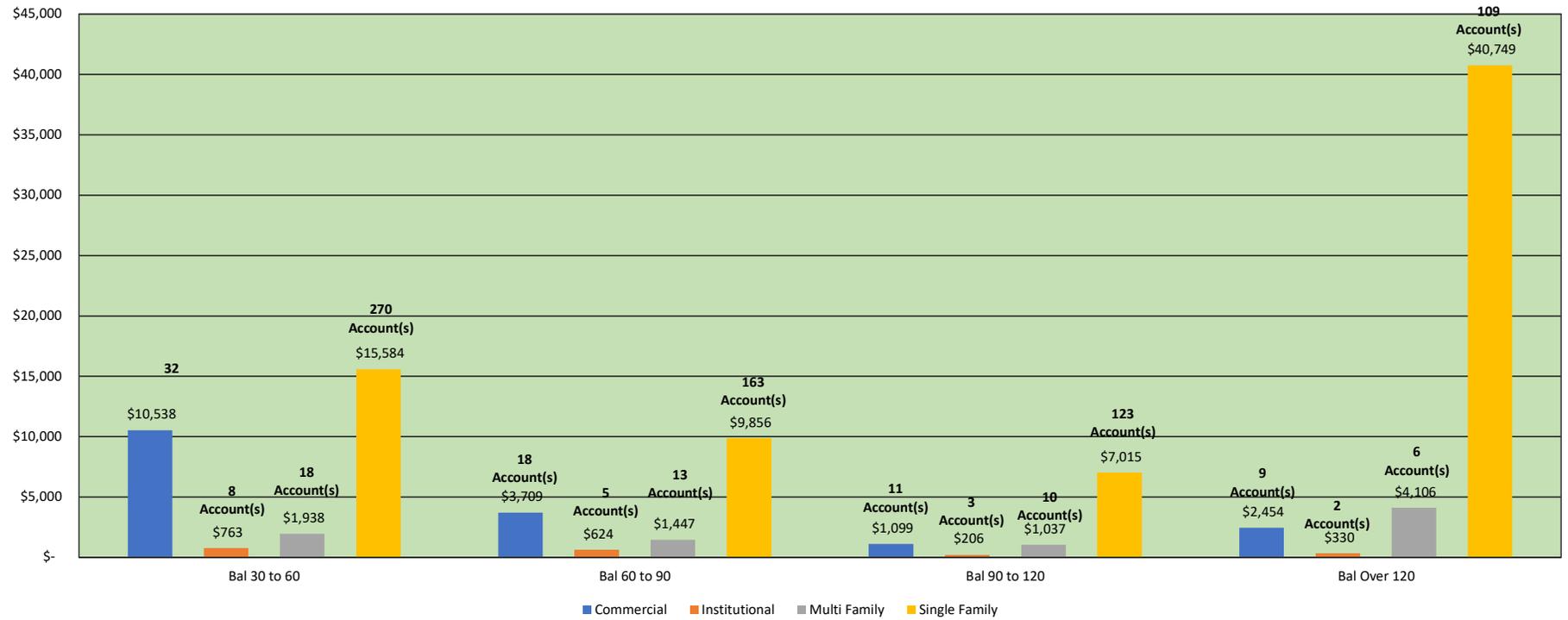
**Ord Community Monthly Water Customer Payments
March 2021 - March 2022**



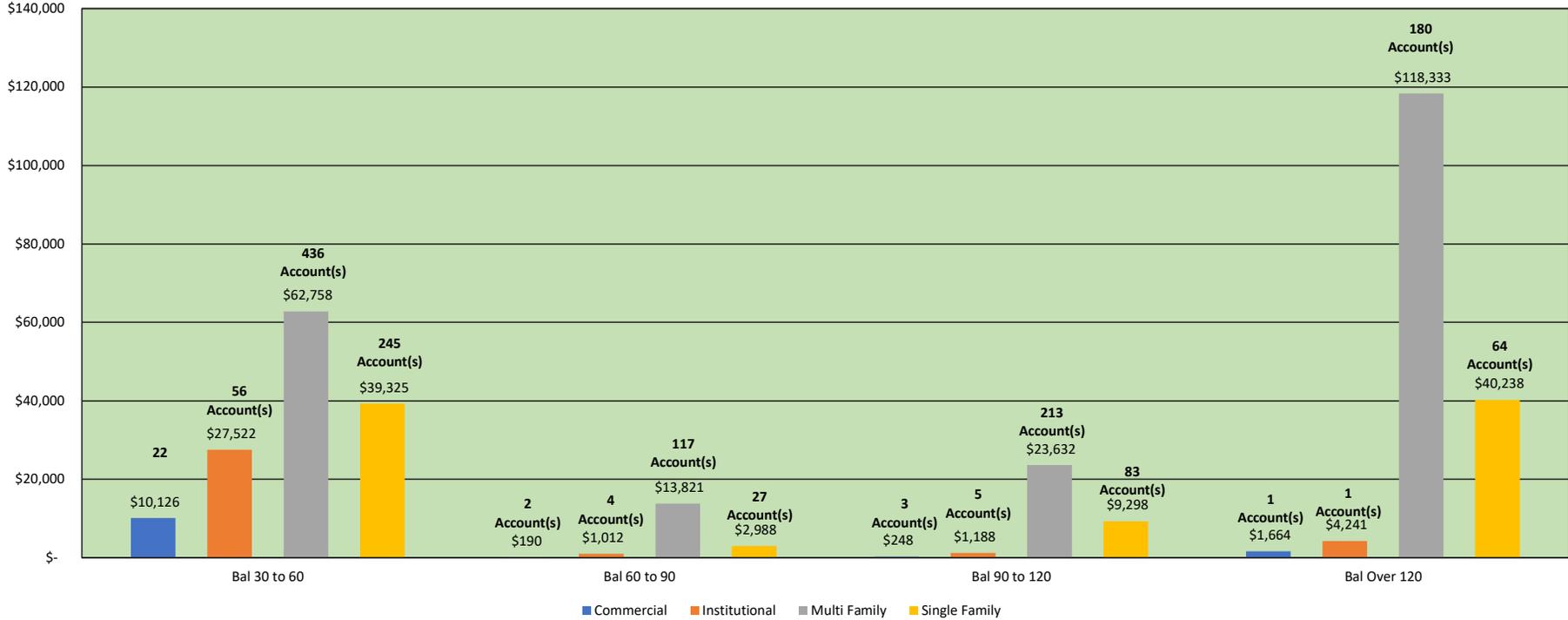
**Ord Community Monthly Sewer Customer Payments
March 2021 - March 2022**



Central Marina Unpaid Balances By ST Category As of March 31, 2022



Ord Community Unpaid Balances By ST Category As of March 31, 2022 Exc. Bay View



**Marina Coast Water District
Staff Report**

Agenda Item: 9-G

Meeting Date: April 18, 2022

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger

Agenda Title: Capital Improvement Program – Project Update Report

Staff Recommendation: The Board of Directors is requested to receive a quarterly project update report on the current capital improvement program.

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

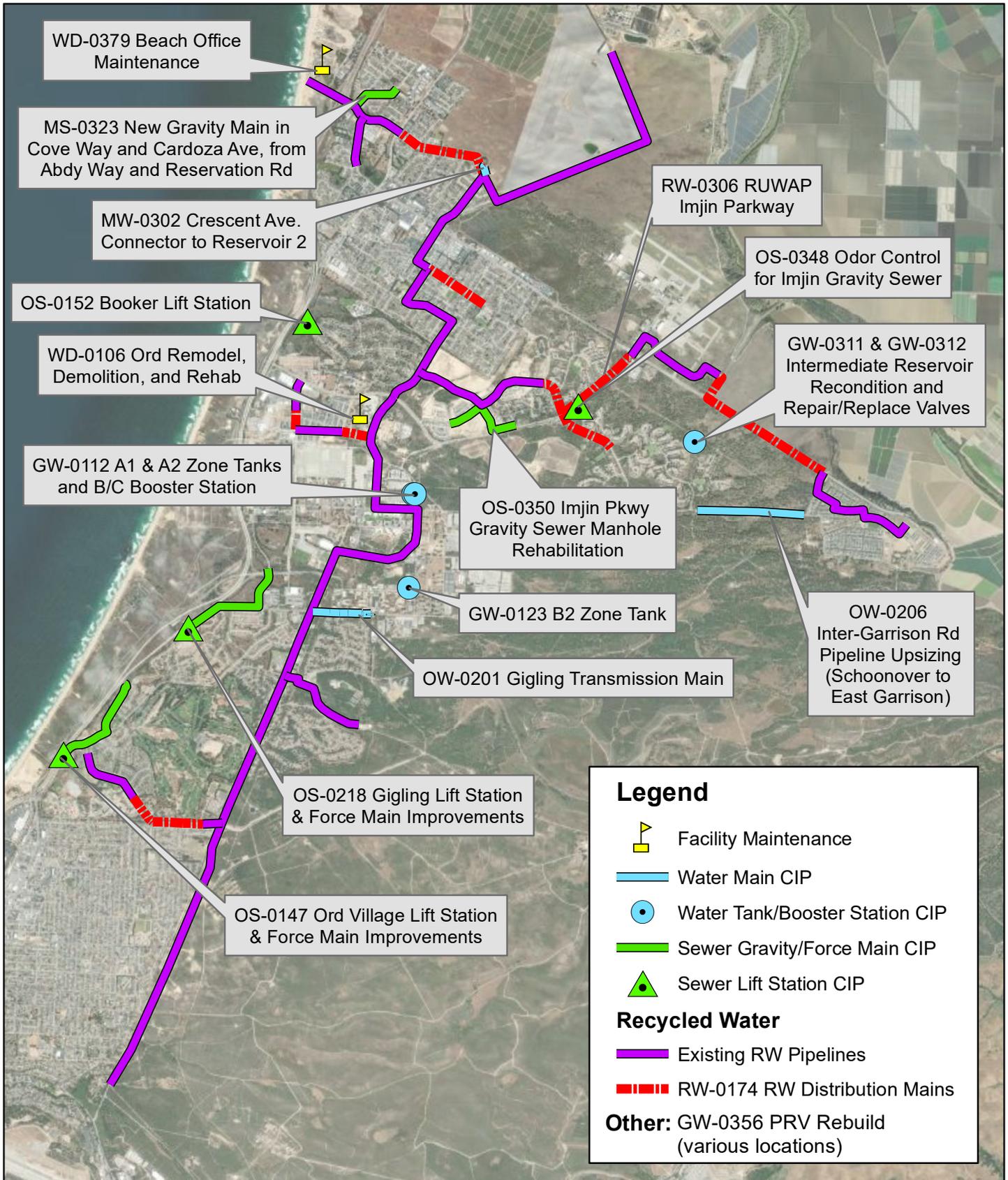
The FY 2021-2022 Budget approved by the Board of Directors includes improvements and expansion plans for existing water delivery and wastewater collection systems. The following project update report list the annual Capital Improvement Program (CIP) prioritize and provides project lists that are currently in design/construct based on the board adopted 5-year CIP. The Board requested to receive a project update report quarterly on the current CIPs.

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.

Discussion/Analysis: The attached Capital Improvement Program Project Status Report lists the active projects with the project number, title, description, justification and status of progression through design and construction. Also attached for reference is a map of the 2021-22 CIP Projects to assist with the report.

During this quarter the largest project occurring is the A1/A2 B/C Booster Station project. The project consists of constructing two 1.6-million-gallon tanks and a booster station to pump water to water storage tanks and zones that are in higher elevation. The project is located on the Cal State University Monterey Bay campus. The A1 Tank steel erection is nearing completion and the A2 tank steel construction is beginning. The booster station underground piping is nearing completion, the pedestals for the seven pumps is complete, and the building foundation and exterior will begin soon.

Another significant project that is occurring is the Ord Lift Station project. This project is relocating an old lift station currently located west of Highway 1 near the Fremont Boulevard exit. The lift station is nearing completion and has installed the wet wells, rails, electrical panels, and paving. The next milestone for the project will be electrical energization from PG&E which has recently been scheduled. Once the station is energized the lift station can be tested and completed. Once the station is online the old lift station west of Highway 1 will be demolished. We anticipate completion of this project this summer.



2021-2022 Capital Improvement Projects



Marina Coast Water District
 11 Reservation Road
 Marina, CA 93933

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



AJR / June 2021



CIP Status Report

No	Project No.	Title	Description	Justification	PM	Status
1	GW-0112	A1 & A2 Zone Tanks and B/C Booster Pump Stations	<ul style="list-style-type: none"> Two 1.6 MG A-Zone storage tanks B/C-Zone BPS upgrade Associated piping and facilities 	This project will provide water storage for Zone A in the Ord Community and Central Marina. The B and C booster pumps will pump water from Zone A tanks to Zones B and C tanks. It will provide needed storage and fire flows for the community.	Patrick Breen	<ul style="list-style-type: none"> A1 Tank steel erection nearly complete. A2 Tank steel floor has begun. B/C Pumphouse construction continues; pump pedestals complete, underground piping complete.
2	GW-0123	B2 Zone Tank at CSUMB	<ul style="list-style-type: none"> One 2.5 MG reservoir west of the B tank 	This project will provide water storage for Zone B in the Ord Community.	TBD	<ul style="list-style-type: none"> Preliminary Design in 2022
3	GW-0305	California Avenue and Imjin Parkway Pipeline	<ul style="list-style-type: none"> 2,550 feet of 24" water main in Imjin Parkway and California Ave 	This project is part of the GW-0112 A1/A2 project which will reroute the existing T-main around the Sand Tank when the B/C booster pumps are upgraded	Patrick Breen	<ul style="list-style-type: none"> Phase 1 Imjin Parkway installation has been completed with A1/A2 project Phase 2 will be completed with Sea Haven Phase 5B development near 2023
4	GW-0311/0312	Intermediate Tank Rehabilitation	<ul style="list-style-type: none"> R&R 170,000-G Steel Tank Recoat the tank Replace WVs 	This project consists of replacing isolation valves, repair and recoat the interior/exterior of the older steel tank	Brian True	<ul style="list-style-type: none"> Tank recoating complete Only remaining item is the cathodic protection which will be installed at the end of April.
5	GW-0356	PRV Rebuild	<ul style="list-style-type: none"> Rebuild twenty-two (22) existing PRV stations 	This project will replace the piping and valves within the existing PRV stations to bring up to current stds.	Victor Sanchez	<ul style="list-style-type: none"> Complete



CIP Status Report

No	Project No.	Title	Description	Justification	PM	Status
6	MW-0163	Beach Road Pipeline - Del Monte Blvd. to DeForest Rd.	<ul style="list-style-type: none"> Install 12" RW and W mains in Beach Road 	This project will address Fire Flow Deficiencies in Central Marina area. It is located on Beach Road between DeForest Road to Del Monte Ave.	Andrew Racz	<ul style="list-style-type: none"> Design completed as part of RW-0174 City did not issue permit to construct due to potential impact on eucalyptus tree roots. To be completed as part of Marina Station beginning in 2022 or 2023 (to be completed along with development).
7	MW-0302	Crescent Ave Connector to Reservoir 2	<ul style="list-style-type: none"> Install 12" water main in Beach Road 	This project will address Fire Flow Deficiencies in Central Marina. It is located on Beach Road between Reservoir 2 to Crescent Ave.	Andrew Racz	<ul style="list-style-type: none"> Part of RW-0174 project
8	MS-0323	Cove Way & Cardoza Ave - Abdy Way to Reservation Road - Gravity Main	<ul style="list-style-type: none"> Install 24" trunk sewer within northwest Marina 	This project is part of the master plan recommendations. It requires a Reimbursement Agreement with Marina Station developer	Brian True	<ul style="list-style-type: none"> Begin Preliminary Design in 2022 Coordinate with Marina Station Development in 2022-23
9	OW-0193	Imjin Pkwy Water Main Pipeline	<ul style="list-style-type: none"> Install 2,800 LF of 12-inch water main 	This project will improve connectivity within the Zone B between the Airport/UCMBest and Abrams/Preston Park area.	Andrew Racz	<ul style="list-style-type: none"> Part of RW-0174 project Complete
10	OW-0201	Giggling Transmission Main - D Booster to General Jim Moore	<ul style="list-style-type: none"> Install 1,800 LF of 12-inch water main 	This project will replace an existing 12" AC water main that has leaked and repaired several times.	Andrew Racz	<ul style="list-style-type: none"> Begin Preliminary Design in 2022
11	OW-0202	South Boundary Rd Pipeline	<ul style="list-style-type: none"> Install 7,300 LF of 24-inch water main 	This project serves the cities of Del Rey Oaks and Monterey. It will provide water to future customers in the area.	TBD	<ul style="list-style-type: none"> Design is completed Requested a Cost Recovery Agreement & line size from DRO. Project will add a Concept Design for RW & sewer project to this project.



CIP Status Report

No	Project No.	Title	Description	Justification	PM	Status
12	OW-0206B	Inter-Garrison Road Pipeline Upsizing	<ul style="list-style-type: none"> 18-inch water main between 	This project will provide adequate fire flows to commercial properties in East Garrison and Schoonover	Andrew Racz	<ul style="list-style-type: none"> Design underway Construction in 2022
13	OS-0147/OS-0218	Ord Village LS & FM and Giggling FM Replacement	<ul style="list-style-type: none"> Relocate Ord LS east of Hwy 1 Install 10" SSFM in new alignment. Replace STL SSFM for Giggling LS 	This project replaces a 50+ old SSFM for Ord and Giggling LS that has leaked and is not accessible by O&M. Several SSOs has occurred from these SSFM in past. Relocating the Ord LS will eliminate two highway crossings and restores environmentally sensitive CA State Parks land.	Andrew Racz	<ul style="list-style-type: none"> Ord LS and SSFM is 50% completed Construction of Giggling SSFM to begin in Nov 2021 Project construction to be completed by Mar 2022 Complete
14	OS-0152	Hatten & Booker LS Improvements	<ul style="list-style-type: none"> Rehabilitate existing LS using submersible pumps and new wet well. 	This project will replace the smaller lift stations that are beyond their useful life as a submersible wet well configuration LS.	Andrew Racz	<ul style="list-style-type: none"> Booker LS is converted to a submersible LS as part of Sea Haven Ph 3 infrastructure by Wathen-Castanos. Complete
15	OS-0348	Odor Control for Imjin parkway LS			Andrew Racz	<ul style="list-style-type: none"> O&M and Engineering to work together in preparing the design Design underway Construction/installation Summer 2022
16	OS-0350	Imjin Parkway Gravity Sewer Manhole Rehabilitations	<ul style="list-style-type: none"> Rehabilitate interior of fifteen (15) SSMHs in the Ord Village area 	This project is to rehabilitate interior of fifteen (15) SSMHs in the Ord Village area and recondition using sand blast, grout, and Raven 405 coating.	TBD	<ul style="list-style-type: none"> Scoping, design, and installation 2022



CIP Status Report

No	Project No.	Title	Description	Justification	PM	Status
17	RW-0174	RUWAP - Distribution Mains	<ul style="list-style-type: none">• Install 5-mile of RW pipe• 12 PRV stations• B&J @ Intx crossing	This project will Implement Recycled Water as a water source to meet the needs of MCWD's customers & to augment the current groundwater supply source for FORA.	Andrew Racz	<ul style="list-style-type: none">• Substantial construction is completed• Project walkthrough Nov 3rd, 2021• Project construction to be completed Spring 2022

**Marina Coast Water District
Staff Report**

Agenda Item: 9-H

Meeting Date: April 18, 2022

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: 1st Quarter 2022 District Water Consumption Report

Summary: The Board of Directors is requested to receive the 1st Quarter 2022 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 first three months of 2022 were very dry with really no precipitation in January and February, then just two good showers near the end of March. Overall, 1.05” inches of rainfall were received during the 1st quarter of 2022. The historic average for this period is 8.54” inches. During the Rain Year (since July 1st), 10.49” inches of rain have fallen. This is 78% of the historical average of 13.37” for the same period.
- The first quarter measured evapotranspiration (ET) rate in South Salinas was 10.13” inches. Lots of clear weather carried the quarterly ET measurement 2.91” inches above the historic average reading of 7.22” inches. This is 140% higher than the historical average.



Marina Coast Water District

10 Year Annual Consumption as of March 31, 2022

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2013..2022; Subdivision = *

Subdivision	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	As of 03/31/22 2022 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
Boundary: Central Marina													
Central Marina	1,696.27	1,599.58	1,388.97	1,327.46	1,349.94	1,400.92	1,315.18	1,402.40	1,343.82	279.11			
East Ridge	11.03	10.15	8.16	7.92	8.04	8.18	9.30	8.92	8.14	1.69			
MarinaConstruction	-	-	-	-	-	-	3.33	0.14	0.24	0.03			
MB Estates II	14.48	12.27	9.74	9.40	9.61	10.66	9.10	10.17	9.55	1.89			
MB Estates III	4.47	3.86	3.17	2.73	2.95	3.46	4.00	4.20	3.79	0.84			
Sea Breeze	11.24	10.27	9.02	8.81	8.80	8.91	7.92	8.87	9.83	1.90			
Total Central Marina	1,737.50	1,636.13	1,419.05	1,356.32	1,379.34	1,432.12	1,348.83	1,434.69	1,375.36	285.46			
Boundary: FOArmy													
Army (unmetered)	377.00	200.75	205.80	224.64	190.94	52.17	10.52	0.21	-	-			
Army	27.53	22.84	19.39	25.05	24.51	26.59	26.71	22.47	18.75	3.45			
Fitch Park	80.05	66.31	60.20	56.96	97.06	101.43	102.71	105.04	96.03	20.08			
Hayes Park	77.32	71.18	53.40	46.78	53.23	59.12	53.65	51.37	49.65	7.94			
Marshall Park	-	-	-	-	5.66	56.31	59.42	56.48	56.84	13.66			
Ord Kidney	104.17	80.47	71.44	70.02	70.14	83.27	108.33	128.11	116.49	19.08			
Stilwell Park	44.01	28.44	33.74	23.91	21.47	32.05	50.20	45.78	44.89	11.02			
Total FOArmy	710.07	470.00	443.97	447.35	463.01	410.93	411.55	409.47	382.64	75.24	1,577.00	394.25	19.08%
Boundary: FOCCounty													
County	9.75	3.00	3.17	5.40	8.78	4.91	5.01	1.04	2.10	0.41			
CountyConstruction	0.57	-	-	0.68	-	0.86	-	-	-	-			
EastGarrison	5.56	35.21	71.61	65.92	136.90	175.55	202.19	225.57	219.40	41.29			
Total FOCCounty	15.89	38.21	74.78	72.00	145.68	181.32	207.20	226.62	221.50	41.71	710.00	177.50	23.50%
Boundary: FOCSUMB													
CSUMB	176.63	152.68	104.04	97.61	128.61	130.90	113.71	86.87	117.16	25.39			
Frederick Park	93.21	63.02	65.91	67.34	63.52	56.50	42.83	30.22	32.67	9.09			
Schoonover I	123.49	105.32	102.44	97.96	98.39	103.86	99.17	101.81	94.37	17.99			
Schoonover II	32.10	23.92	20.69	20.15	23.84	26.73	21.77	23.47	20.61	3.83			
Total FOCSUMB	425.43	344.95	293.08	283.06	314.36	317.98	277.48	242.37	264.81	56.30	1,035.00	258.75	21.76%



Marina Coast Water District

10 Year Annual Consumption as of March 31, 2022

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2013..2022; Subdivision = *

Subdivision	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	As of 03/31/22 2022 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
Boundary: FOMarina													
Abrams HAuthor	12.14	8.98	8.39	9.43	10.77	12.02	5.90	7.16	5.09	0.90			
Abrams Interim	5.42	4.92	3.89	3.75	4.12	4.56	3.43	5.15	4.74	0.99			
Abrams Park	56.35	56.92	44.20	39.54	50.91	54.50	52.45	47.92	45.30	7.47			
Dunes CHOMP	7.14	9.12	8.58	6.77	5.41	6.88	6.42	3.51	4.28	1.17			
Dunes Comm	16.81	14.28	12.71	14.06	30.12	32.89	30.66	25.43	30.53	8.91			
Dunes on MB Res	-	0.10	4.69	24.69	45.20	64.16	64.39	79.30	83.14	17.54			
Dunes UV Apts	9.13	28.85	33.97	20.23	23.56	23.86	23.85	20.72	23.60	5.03			
Dunes UVSpecPlan	5.06	3.52	1.98	2.45	3.24	2.25	1.34	0.88	0.71	0.14			
Dunes VA DOD	-	-	-	0.09	5.42	2.08	2.61	0.88	0.71	0.14			
Imjin Office Park	1.28	1.60	2.03	4.89	4.61	2.47	7.93	9.09	7.69	1.75			
Marina	17.81	13.80	16.99	31.61	31.54	33.71	33.89	21.60	23.69	8.12			
MarinaAirport	4.08	2.75	2.30	2.03	2.77	7.50	3.45	6.24	4.87	0.94			
MarinaConstruction	16.55	35.13	25.33	39.64	42.83	25.28	35.63	68.54	54.52	17.31			
MarinaRecreation	-	-	-	-	0.05	-	-	-	-	-			
Preston Park	101.17	83.30	51.93	51.63	56.29	61.31	55.97	66.12	63.13	12.00			
Preston Shelter	6.63	5.85	5.43	6.63	5.83	5.92	5.06	4.16	7.25	2.07			
School	4.26	3.34	4.54	1.93	1.95	2.27	2.72	2.64	1.44	0.37			
SeaHaven	13.61	7.49	7.34	10.02	23.37	37.67	61.92	75.21	74.77	20.83			
Total FOMarina	277.44	279.97	234.28	269.40	348.00	379.34	397.62	445.91	436.66	106.12	1,325.00	331.25	32.04%
Boundary: FOSeaside													
Bay View	91.10	79.48	44.24	46.43	57.97	51.60	46.94	57.50	56.77	12.96			
GolfCourse	457.47	524.88	139.06	1.18	1.11	1.16	0.19	0.15	51.52	0.02			
Marina Coast Water District	-	-	-	-	-	-	0.04	0.08	0.82	0.37			
School	102.72	39.80	50.02	48.91	30.95	43.57	44.06	58.89	71.24	8.64			
Seaside	5.65	4.17	3.91	7.08	5.97	8.06	2.24	3.21	6.51	1.18			
Seaside Resort	0.45	0.63	0.51	0.89	0.98	1.23	1.21	1.89	1.15	0.26			
Seaside Soper	11.38	12.70	9.58	9.30	8.50	9.12	8.13	11.04	7.94	1.66			
SeasideConstruction	10.00	11.39	18.86	14.39	13.41	13.65	8.64	9.64	35.60	2.87			
SeasideHighland	158.76	134.27	123.69	109.28	114.89	126.20	116.47	134.89	125.56	25.80			
Sun Bay	64.40	44.95	48.70	57.89	58.66	59.44	59.13	61.21	51.80	11.18			
Total FOSeaside	901.94	852.27	438.57	295.35	292.44	314.02	287.04	338.50	408.93	64.94	1,012.50	253.13	25.66%



Marina Coast Water District
 10 Year Annual Consumption as of March 31, 2022

Note: Boundary = Jurisdiction

Criteria: Group = Boundary; Aggregate = Boundary,SubDiv; Compare = Reading_Year_AF; Account Status = *; Read Year = 2013..2022; Subdivision = *

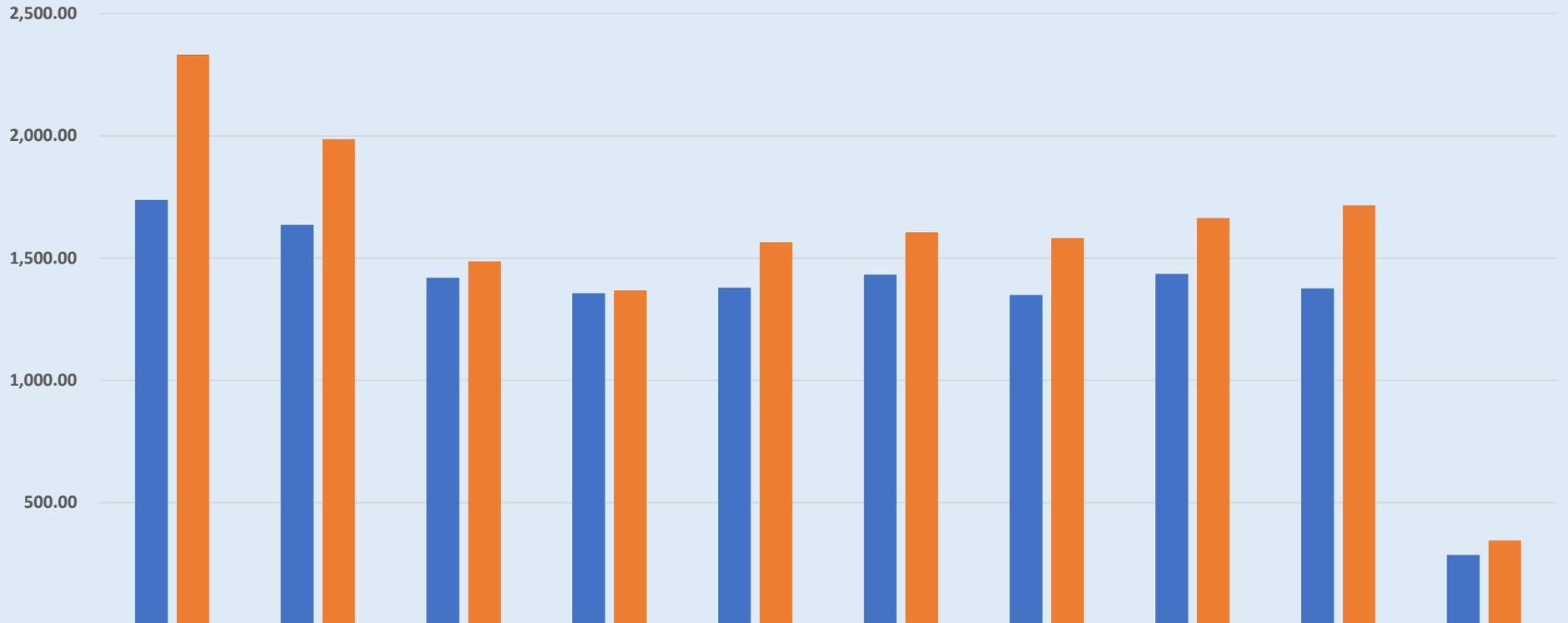
Subdivision	2013 Consumption	2014 Consumption	2015 Consumption	2016 Consumption	2017 Consumption	2018 Consumption	2019 Consumption	2020 Consumption	2021 Consumption	As of 03/31/22 2022 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
Boundary: FOUCMBES													
UCMBest	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	0.17			
Total FOUCMBES	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	0.17	230.00	57.50	0.30%
Total Ord Community	2,332.06	1,986.51	1,485.61	1,367.91	1,564.79	1,605.39	1,581.99	1,663.59	1,715.62	344.48	5,659.50	1,414.88	24.35%
Grand Total	4,069.56	3,622.64	2,904.66	2,724.23	2,944.13	3,037.52	2,930.82	3,098.29	3,090.98	629.94			

Marina Coast Water District

2022 vs. 2021 Consumption Variance as of March 31, 2022

Subdivision	As of		2022 vs. 2021	%	Explanation
	As of 03/31/22 2022 Consumption	03/31/21 2021 Consumption			
East Ridge	1.69	1.53	0.17	11.0%	Higher use in 2022 than 2021 but in line with 2020 use
Ord Kidney	19.08	15.14	3.94	26.1%	Staff to investigate
County	0.41	0.18	0.23	130.8%	Due to ending of COVID-19 closure
CSUMB	25.39	12.35	13.04	105.6%	Due to ending of COVID-19 closure
Frederick Park	9.09	6.97	2.12	30.3%	Due to ending of COVID-19 closure
Abrams HAuthor	0.90	1.11	(0.21)	-18.8%	Varies depending on occupancy
Abrams Interim	0.99	1.16	(0.17)	-14.9%	Varies depending on occupancy
Abrams Park	7.47	8.90	(1.43)	-16.1%	Staff to investigate
Dunes CHOMP	1.17	0.44	0.73	164.2%	Due to ending of COVID-19 closure
Dunes Comm	8.91	5.22	3.69	70.7%	Due to ending of COVID-19 closure
Dunes on MB Res	17.54	14.83	2.71	18.3%	Increase due to development
Dunes UV Apts	5.03	3.85	1.18	30.8%	Higher use in 2022 than 2021 but in line with 2020 use
Dunes UVSpecPlan	0.14	0.11	0.02	20.0%	Due to ending of COVID-19 closure
Dunes VA DOD	0.59	0.37	0.22	61.6%	Due to ending of COVID-19 closure
Imjin Office Park	1.75	1.55	0.20	12.6%	Due to ending of COVID-19 closure of BLM & Carpenter's
Marina	8.12	3.60	4.52	125.6%	Due to ending of COVID-19 closure
MarinaConstruction	17.31	10.58	6.73	63.7%	Amount varies with construction activity
Preston Park	12.00	13.75	(1.75)	-12.7%	Staff to investigate
Preston Shelter	2.07	1.48	0.59	39.5%	Varies depending on occupancy
School	0.37	0.12	0.25	215.7%	Due to ending of COVID-19 closure
SeaHaven	20.83	14.34	6.48	45.2%	Increase due to development
Bay View	12.96	15.85	(2.89)	-18.3%	Less use in 2022 than 2021 but in line with 2020 use
GolfCourse	0.02	0.03	(0.00)	-16.7%	Staff to investigate
Marina Coast Water District	0.37	0.11	0.26	240.4%	Blackhorse Reservoir Usage increase from 2021
School	8.64	5.93	2.71	45.7%	Due to ending of COVID-19 closure
Seaside Resort	0.26	0.22	0.04	18.9%	Staff to investigate
Seaside Soper	1.66	0.54	1.11	204.6%	Increased Irrigation and Park use
SeasideConstruction	2.87	6.99	(4.12)	-58.9%	Amount varies with construction activity
SeasideHighland	25.80	20.25	5.54	27.4%	Staff to investigate
UCMBest	0.17	0.22	(0.05)	-22.4%	Staff to investigate

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



	2013	2014	2015	2016	2017	2018	2019	2020	2021	As of 03/31/22
Central Marina	1,737.50	1,636.13	1,419.05	1,356.32	1,379.34	1,432.12	1,348.83	1,434.69	1,375.36	285.46
Ord Community	2,332.06	1,986.51	1,485.61	1,367.91	1,564.79	1,605.39	1,581.99	1,663.59	1,715.62	344.48

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



	2013	2014	2015	2016	2017	2018	2019	2020	2021	As of 03/31/22
FOUCMBES	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	0.17
FOSeaside	901.94	852.27	438.57	295.35	292.44	314.02	287.04	338.50	408.93	64.94
FOMarina	277.44	279.97	234.28	269.40	348.00	379.34	397.62	445.91	436.66	106.12
FOCSUMB	425.43	344.95	293.08	283.06	314.36	317.98	277.48	242.37	264.81	56.30
FOCounty	15.89	38.21	74.78	72.00	145.68	181.32	207.20	226.62	221.50	41.71
FOArmy	710.07	470.00	443.97	447.35	463.01	410.93	411.55	409.47	382.64	75.24

**Marina Coast Water District
Staff Report**

Agenda Item: 9-I

Meeting Date: April 18, 2022

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: 2022 Sewer Flow Report for Quarter Ended March 31, 2022

Summary: The Board is requested to receive the 2022 Sewer Flow Report for the 1st quarter of 2022 ended March 31, 2022. 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 December 31, 2021, were 93.470 million gallons or 286.849 Acre Feet (AF) which yielded an average daily sewer flow of 1.039 million-gallons-per-day (MGD) or 3.187 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 December 31, 2021, was 81.850 million gallons or 251.188 AF, which yielded an average daily sewer flow of 0.909 MGD or 2.791 AF per day.

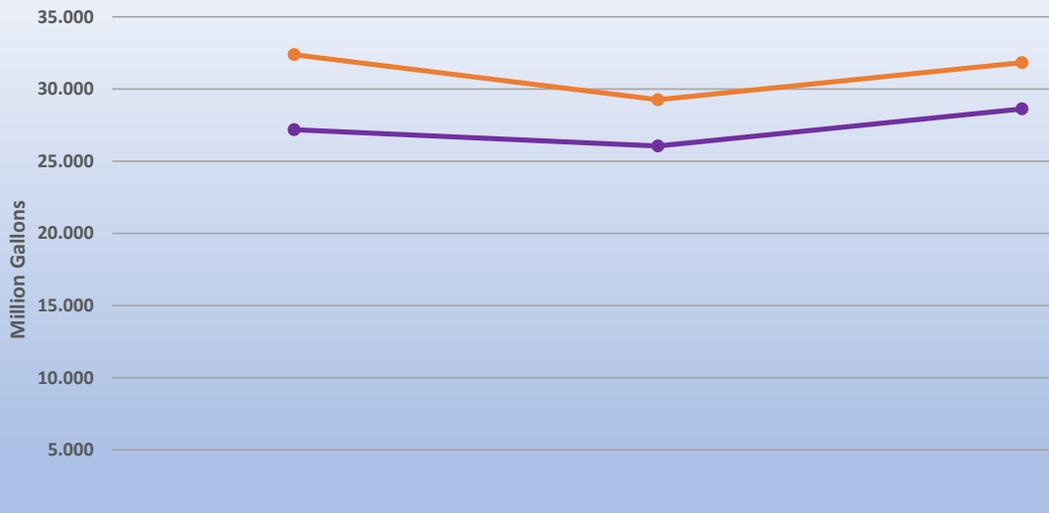
This staff report also includes charts for January – March 2022 average daily flows and total flows in million gallons by month.

MCWD 2022 Average Daily Sewer Flows by Month



	JAN	FEB	MAR
ORD COMMUNITY	0.877	0.930	0.923
CENTRAL MARINA	1.045	1.045	1.027

MCWD 2022 Total Sewer Flows by Month



	JAN	FEB	MAR
ORD COMMUNITY	27.180	26.050	28.620
CENTRAL MARINA	32.380	29.260	31.830

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 9-J

Meeting Date: April 18, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-16 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-16 to proclaim a local emergency and authorize remote teleconference meetings of all District legislative bodies for the following 30 days.

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

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That proclamation remains in effect. As a result of the state of emergency, the Governor issued executive orders that waived the normally strict provisions of the Brown Act relating to holding and participating in meetings via teleconferencing. Executive Order N-29-20 allowed bodies subject to the Brown Act to meet without a physical meeting location, so long as various requirements were met, including providing the public the opportunity to observe and participate in the meeting telephonically or electronically. Executive Order No. N-08-21 extended the suspension of the Brown Act's normal teleconferencing rules through September 30, 2021.

On September 16, 2021, Governor Newsom signed AB 361 which took effect immediately. This legislation amends the Brown Act to allow meeting bodies subject to the Brown Act to meet via teleconference during a proclaimed state of emergency in accordance with teleconference procedures established by AB 361 rather than under the Brown Act's more narrow standard rules for participation in a meeting by teleconference. The Monterey County Health Officer has issued a recommendation for social distancing in legislative body meetings, so the first meeting after September 30, 2021, may be held without making findings. If the Board desires to continue to meet remotely via teleconference after that first meeting, the Board is required to make certain findings under AB 361 no later than 30 days after the first teleconference meeting held pursuant to AB 361, and every 30 days thereafter. If the Board does not meet again within 30 days, a special meeting may be necessary for this purpose. If the finding is not timely made, the Board will be required to meet in person to make findings to return to remote meetings.

Discussion/Analysis: The teleconference rules of AB 361 are operative only so long as the Governor's proclamation of statewide emergency is in place; once that proclamation is terminated, the Board must either meet in person or utilize the normal Brown Act rules for teleconferencing.

On March 21, 2022, the Board adopted Resolution No. 2022-10 proclaiming a local emergency and authorizing remote teleconference meetings of all District Legislative bodies for 30 days. Staff

recommends proclaiming the emergency is still in place and authorize the Board to continue to meet remotely via teleconference until such time the emergency is over.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

Other Considerations: The Board of Directors can elect to not proclaim a local emergency and return to in-person meetings.

Material Included for Information/Consideration: Resolution No. 2022-16.

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 18, 2022

Resolution No. 2022 - 16
Resolution of the Board of Directors
Marina Coast Water District

Proclaiming a Local Emergency, and Authorize Remote Teleconference Meetings of All
Meetings of the Board of Directors and Specified Board Committees
for the Following 30 Days

RESOLVED, by the Board of Directors ("Board") of the Marina Coast Water District ("District"), at a regular meeting duly called and held on April 18, 2022 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and,

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 which took effect immediately and amends the Brown Act to allow meeting bodies subject to the Brown Act to meet via teleconference during a proclaimed state of emergency in accordance with teleconference procedures established by AB 361 rather than under the Brown Act's more narrow standard rules for participation in a meeting by teleconference; and,

WHEREAS, the first meeting after September 30, 2021, may be held without making findings. However, if the Board desires to continue to meet remotely via teleconference after that first meeting, the Board is required to make certain findings under AB 361 no later than 30 days after the first teleconference meeting held pursuant to AB 361, and every 30 days thereafter; and,

WHEREAS, no later than 30 days after meeting via teleconference for the first time pursuant to AB 361, the body must make a finding that the body "has reconsidered the circumstances of the state of emergency" and further find that "[a]ny of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person. (ii) State or local officials continue to impose or recommend measures to promote social distancing." (Gov't Code §54953(e)(3) [AB 361, p. 11].); and,

WHEREAS, the teleconference rules of AB 361 are operative only so long as the Governor's proclamation of statewide emergency is in place; once that proclamation is terminated, the Board, the Executive Committee, Budget and Personnel Committee, and Community Outreach Committee, and Director participation in the Joint City-District Committee, must either meet in person or utilize the normal Brown Act rules for teleconferencing.

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

1. Proclaim a local emergency; and,
2. Reconsidered the circumstances of the state of emergency and find that the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person. (ii) State or local officials continue to impose or recommend measures to promote social distancing; and,

3. Authorize Remote Teleconference Meetings of All Meetings of the Board of Directors, the Executive Committee, Budget and Personnel Committee, and Community Outreach Committee, and Director participation in the Joint City-District Committee for the Following 30 Days.

PASSED AND ADOPTED on April 18, 2022 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. 2022-16 adopted April 18, 2022.

Remleh Scherzinger, Secretary