



# MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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

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## DIRECTORS

JAN SHRINER  
President

HERBERT CORTEZ  
Vice President

THOMAS P. MOORE  
GAIL MORTON  
MATT ZEFFERMAN

## Agenda

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

**and**

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

Monday, July 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 July 18, 2022 meeting remotely from various locations. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception. There may be limited opportunity to provide verbal comments during the meeting. Persons who are participating via telephone will need to press \*9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment can also be submitted in writing to Paula Riso at [priso@mcwd.org](mailto:priso@mcwd.org) by 9:00 am on Monday, July 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/82441307657?pwd=MmtlK1Z5ZTZvaDRMUHhLNFIQbm5GUT09>  
Passcode: 235529

To participate via phone: 1-669-900-9128; Meeting ID: 824 4130 7657; Passcode: 235529

***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, July 13, 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. Consent Calendar

A. [Receive and File the Check Register for the Month of June 2022](#)

B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 20, 2022](#)

C. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 12, 2022](#)

D. [Adopt Resolution No. 2022-33 to Authorize the General Manager to Sign a Memorandum of Understanding between Marina Coast Water District and the Monterey Peninsula Unified School District Regarding the Water Conservation Education Program](#)

E. [Adopt Resolution No. 2022-34 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2022-2023 in the Amount of \\$328,610](#)

F. [Receive an Update on the Fiscal Impacts to the District due to Covid-19](#)

G. [Receive the 2nd Quarter 2022 MCWD Water Consumption Report](#)

H. [Receive the 2nd Quarter 2022 Sewer Flow Report](#)

I. [Adopt Resolution No. 2022-35 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days](#)

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

- A. [Adopt Resolution No. 2022-36 for the Purchase of Two New Service Trucks from National Auto Fleet Group for the Operations and Maintenance Department; and Amend the FY 2022-2023 Budget](#)
- B. [Adopt Resolution No. 2022-37 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and KB Bakewell Seaside II, LLC for the Campus Town Phase 1A Development in Seaside, CA](#)
- C. [Receive a Report on Current Capital Improvement Projects](#)

**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. Budget and Personnel Committee
  - 3. Community Outreach 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):*

*Regular Meeting: Monday, August 15, 2022, 6:30 p.m.*

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8

**Meeting Date:** July 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 June 2022
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 20, 2022
- C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 12, 2022
- D) Adopt Resolution No. 2022-33 to Authorize the General Manager to Sign a Memorandum of Understanding between Marina Coast Water District and the Monterey Peninsula Unified School District Regarding the Water Conservation Education Program
- E) Adopt Resolution No. 2022-34 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2022-2023 in the Amount of \$328,610
- F) Receive an Update on the Fiscal Impacts to the District due to Covid-19
- G) Receive the 2nd Quarter 2022 MCWD Water Consumption Report
- H) Receive the 2nd Quarter 2022 MCWD Sewer Flow Report
- I) Adopt Resolution No. 2022-35 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.

**Climate Action:** Not applicable.

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

**Material Included for Information/Consideration:** Check Register for June 2022; draft minutes of June 20 2022; draft minutes of July 12, 2022; Resolution No. 2022-33; Memorandum of Understanding with MPUSD; Resolution No. 2022-34; CalPERS invoice; Covid Fiscal Impact Graphs; 2nd Quarter Water Consumption Report; 2nd Quarter Sewer Flow Report; and, Resolution No. 2022-35.

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

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Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-A

**Meeting Date:** July 18, 2022

**Prepared By:** Remleh Scherzinger

**Approved By:** Remleh Scherzinger

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

**Staff Recommendation:** The Board of Directors receive and file the June 2022 expenditures totaling \$4,287,228.60.

**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 June 2022 and the Board is requested to receive and file the check register. The June check register total was larger than normal due to the large payments to Anderson Pacific Engineering Construction for the construction of A1/A2 Tanks and B/C Booster station in the amounts of \$848,587.50 and \$1,431,935.00.

**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:** June 2022 Summary Check Register.

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

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Board Action

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

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

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

## June 2022 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
06/07/2022	72193 - 72212	Check Register	1,127,438.89
06/09/2022	72213 - 72215	Check Register	7,489.36
06/28/2022	72216 - 72291	Check Register	2,618,270.56
06/29/2022	ACH	Friedman & Springwater LLP	38,713.56
06/30/2022	72292 - 72338	Check Register	93,080.49
06/01/2022	501370 - 501373	Check Register	2,366.86
06/02/2022	501374	Board Compensation Checks and Direct Deposit	692.60
06/03/2022	ACH	Internal Revenue Service	114.80
06/10/2022	ACH	CalPERS	24,931.22
06/10/2022	ACH	Empower Retirement	12,640.65
06/10/2022	ACH	Internal Revenue Service	44,647.33
06/10/2022	ACH	State of California - EDD	9,660.33
06/10/2022	ACH	WageWorks, Inc.	922.95
06/10/2022	501375	Payroll Checks and Direct Deposit	107,618.42
06/10/2022	501376	Check Register	599.00
06/24/2022	ACH	CalPERS	24,628.11
06/24/2022	ACH	Empower Retirement	11,787.95
06/24/2022	ACH	Internal Revenue Service	42,576.42
06/24/2022	ACH	State of California - EDD	9,214.94
06/24/2022	ACH	WageWorks, Inc.	780.45
06/24/2022	501377	Payroll Checks and Direct Deposit	103,355.81
06/29/2022	ACH	Internal Revenue Service	84.16
06/29/2022	501378	Board Compensation Checks and Direct Deposit	507.92
06/29/2022	501379 - 501386	Check Register	5,105.82
<b>TOTAL DISBURSEMENTS</b>			<b><u>4,287,228.60</u></b>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72193	05/17/2022	06/07/2022	Monterey Bay Analytical Services	Laboratory Testing	2,200.00
72194	05/18/2022	06/07/2022	Verizon Wireless	Cell Phone Service 05/2022	1,541.96
72195	04/04/2022	06/07/2022	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #6	848,587.50
72196	05/12/2022	06/07/2022	Harris & Associates	Inspection Services - Crescent Ave Connector, RUWAP Distribution System; Project Management, Review/ Finalize Documents, Develop Permit Application Process/ Training Materials - Recycled Water; City of Marina Slurry Project; Developers (Abdy Way Subdivision, CHISPA East Garrison Apartments, Dunes 2 East, Enclave at Cypress Grove, Home 2 Suites, Lower Stilwell)	67,285.83
72197	05/17/2022	06/07/2022	Orkin Franchise 925	BLM/ IOP Pest Control 05/2022	205.00
72198	05/18/2022	06/07/2022	Core & Main LP	Backup Allegro Mobile System, DMMR Battery	3,679.87
72199	04/30/2022	06/07/2022	The Paul Davis Partnership, LLP	Conceptual Design Phase - IOP	2,402.80
72200	03/30/2022	06/07/2022	Calcon Systems, Inc.	Analog Maintenance, Emergency I/O Repair - E Booster; SCADA Alarm Updates, Communication Improvements, Supplies	12,276.47
72201	05/11/2022	06/07/2022	Richards, Watson & Gershon	Legal Services 04/2022	7,445.00
72202	05/25/2022	06/07/2022	U.S. Bank National Association	IOP Office Copier Lease 05/20 - 06/19	287.34
72203	05/12/2022	06/07/2022	Remy Moose Manley, LLP	Legal Services 04/2022	30,305.00
72204	06/01/2022	06/07/2022	Monterey Bay Technologies, Inc.	IT Support Services 06/2022	3,451.00
72205	05/12/2022	06/07/2022	ICONIX Waterworks (US), Inc.	Relief Valve Indicator - F Booster; (14) Couplings, General Supplies	5,969.92
72206	05/28/2022	06/07/2022	Employee Reimbursement	Mileage - 2022 ACWA Spring Conference	179.01
72207	05/10/2022	06/07/2022	Griffith, Masuda & Hobbs	Legal Services 04/2022	43,667.70
72208	05/27/2022	06/07/2022	Access Monterey Peninsula, Inc.	Filming and Production 05/2022	920.00
72209	05/20/2022	06/07/2022	Aleshire & Wynder, LLP	Legal Services 04/2022	63,168.50
72210	05/28/2022	06/07/2022	AT&T	Phone and Alarm Line Services 05/2022	214.84
72211	05/11/2022	06/07/2022	Dudek	Preparation of Letter of Interest for Water Infrastructure Finance and Innovation Act Program - Desal Project	2,243.30
72212	05/02/2022	06/07/2022	Springbrook Holding Company, LLC	Springbrook Annual Maintenance 07/2022 - 06/2023	31,407.85
72213	05/31/2022	06/09/2022	Ace Hardware of Watsonville, Inc.	General Supplies	633.84
72214	05/18/2022	06/09/2022	Carlons Fire Extinguisher	Annual Fire Extinguisher Inspection	1,572.13
72215	05/27/2022	06/09/2022	ICONIX Waterworks (US), Inc.	Gate Valve, (2) Hymax Couplings, (2) Mega Lug Kits - 3131 Crescent Ave; (2) Plug Valves, (6) Bolt Up Sets - Airport LS; General Supplies	5,283.39
72216	05/17/2022	06/28/2022	Quinn Company	Replacement Cushions - Industrial Loader	317.36
72217	05/26/2022	06/28/2022	Salinas Valley Ford	Condenser Assembly, Front Axle - Vehicle #1001	2,251.52
72218	06/10/2022	06/28/2022	Monterey Peninsula Unified School District	Water Conservation Education 05/2022	6,028.68
72219	05/31/2022	06/28/2022	Insight Planners	Web Development/ Maintenance and Hosting 05/2022	1,779.00
72220	06/08/2022	06/28/2022	PG&E	Gas and Electric Service 05/2022	93,076.59
72221	06/10/2022	06/28/2022	Grainger	Pipe Threading Machine, General Supplies	3,468.53

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72222	06/02/2022	06/28/2022	Area Communications	Answering Service 05/04 - 05/31	288.74
72223	05/31/2022	06/28/2022	Schaaf & Wheeler	Construction Meetings, Respond to RFI's, Review Submittals - Ord Village LS FM Improvements; Construction Phase - A1/A2 Tanks B/C Booster; Draft Annual Water Supply/ Demand Assessment; Developer (Dunes 1B Promenade)	54,966.27
72224	06/08/2022	06/28/2022	Monterey Peninsula Engineering	Ord Village/ Gigling LS - Construction Pmts 7, 8, 9, 10	614,506.55
72225	01/12/2022	06/28/2022	Monterey Peninsula Engineering	Emergency Water Line Repair - Reservation Rd; Patch/ Pave - MBEST Dr	29,385.54
72226	05/31/2022	06/28/2022	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
72227	05/04/2022	06/28/2022	Valley Saw and Garden Equipment	Diamond Blade, Viber Plate	2,686.41
72228	06/07/2022	06/28/2022	Monterey Bay Analytical Services	Laboratory Testing	1,754.00
72229	06/06/2022	06/28/2022	CWEA - Monterey Bay Section	Grade I Collection System Certification Renewal	91.00
72230	05/31/2022	06/28/2022	Monterey One Water	Sewer Treatment Charge 05/2022 - 06/2022	282.10
72231	06/03/2022	06/28/2022	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmts 7, 8	1,431,935.00
72232	06/07/2022	06/28/2022	Harris & Associates	Inspection Services - RUWAP Distribution System; Project Management, Develop Permit Application Process, Finalize Requirements - Recycled Water; Developers (Abdy Way Subdivision, CHISPA East Garrison Apartments, Dunes 2 East, Enclave at Cypress Grove, Home 2 Suites, Lower Stilwell, Wathen-Castanos Homes)	40,445.74
72233	06/14/2022	06/28/2022	Orkin Franchise 925	BLM/ IOP Pest Control 06/2022	205.00
72234	06/11/2022	06/28/2022	Johnson Controls Security Solutions LLC	IOP Security 07/2022 - 06/2023	1,952.20
72235	06/03/2022	06/28/2022	Maynard Group	Installation/ Connection of Fiber Internet Cable - IOP Office	800.00
72236	06/10/2022	06/28/2022	HD Supply Facilities Maintenance LTD	General Supplies	569.95
72237	05/31/2022	06/28/2022	DataProse, LLC	Customer Billing Statements 05/2022	4,810.96
72238	06/01/2022	06/28/2022	SwiftComply US OpCo, Inc.	XC2 Annual Tech Support 07/2022 - 06/2023	2,055.00
72239	05/17/2022	06/28/2022	American Supply Company	Janitorial Supplies	224.95
72240	06/02/2022	06/28/2022	Conservation Rebate Program	4750 Peninsula Point Dr - (3) Toilet Rebates	225.00
72241	05/31/2022	06/28/2022	Fastenal Industrial & Construction Supplies	General Supplies	141.56
72242	06/02/2022	06/28/2022	Geiger	(2,500) #10 Window Envelopes	270.36
72243	06/13/2022	06/28/2022	Dilbeck & Sons, Inc.	Interoffice Door Installation - GM/ Executive Assistant Offices	6,386.00
72244	05/28/2022	06/28/2022	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	229.01
72245	05/31/2022	06/28/2022	BHI Management Consulting	Plan Development, Travel Expenses - Strategic Plan Workshop #3	3,465.00
72246	06/07/2022	06/28/2022	CCOI Gate & Fence	Gate Repair - BLM	180.00
72247	06/15/2022	06/28/2022	Power Engineers, Inc.	CityWorks/ ESRI Support Services 06/2022	601.25
72248	05/23/2022	06/28/2022	Univar Solutions USA, Inc.	(1,245) gals Chlorine - Well 11, Intermediate Reservoir	3,363.18
72249	05/31/2022	06/28/2022	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
72250	05/19/2022	06/28/2022	Green Rubber-Kennedy AG, LP	General Supplies	119.87
72251	05/26/2022	06/28/2022	Marina Tire & Auto Repair	Oil Change - Vehicle #1305	85.75
72252	06/21/2022	06/28/2022	Richards, Watson & Gershon	Legal Services 05/2022	42,056.81

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72253	05/05/2022	06/28/2022	Edges Electrical Group, LLC	General Supplies	111.22
72254	06/14/2022	06/28/2022	U.S. Bank National Association	Beach Office Copier Lease 06/10 - 07/09	275.32
72255	06/09/2022	06/28/2022	Remy Moose Manley, LLP	Legal Services 05/2022	42,946.00
72256	05/26/2022	06/28/2022	WageWorks, Inc.	FSA Admin Fees 05/2022	158.00
72257	05/23/2022	06/28/2022	Lou's Gloves, Inc.	Nitrile Gloves	447.00
72258	06/16/2022	06/28/2022	Conservation Rebate Program	3128 Shoemaker Pl - Landscape Rebate	1,825.50
72259	05/31/2022	06/28/2022	Peninsula Messenger LLC	Courier Service 06/2022	252.00
72260	06/07/2022	06/28/2022	Dataflow Business Systems, Inc.	RICOH Plotter/ Scanner - Waste Ink Collection Tank	129.43
72261	05/23/2022	06/28/2022	Western Exterminator Company	Pest Control - Beach Office 05/2022	106.75
72262	06/06/2022	06/28/2022	TIAA, FSB	Ord Office Copier, eCopy ScanStation Leases 06/2022	422.04
72263	05/31/2022	06/28/2022	Iron Mountain, Inc.	Shredding Service 05/2022	249.22
72264	06/15/2022	06/28/2022	AT&T	Phone and Alarm Line Services 06/2022	88.51
72265	06/01/2022	06/28/2022	Simpler Systems, Inc.	UB Datapp Maintenance 06/2022	500.00
72266	05/31/2022	06/28/2022	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 05/2022	391.26
72267	06/01/2022	06/28/2022	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 05/2022	7,800.00
72268	06/15/2022	06/28/2022	EKI Environment & Water, Inc.	Groundwater Sustainability Planning Implementation Actions, Monterey Subbasin Groundwater Sustainability Plan Prop 68	62,963.92
72269	05/19/2022	06/28/2022	Akel Engineering Group, Inc.	Legal Services 04/2022	4,080.00
72270	05/31/2022	06/28/2022	Cintas Corporation No. 630	Uniforms, Towels, Rugs 05/2022	972.57
72271	03/01/2022	06/28/2022	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 02/2022	38.00
72272	05/27/2022	06/28/2022	Psomas	Construction Management/ Inspections - A1/A2 Tanks B/C Booster, Gigling LS FM, Ord Village LS FM Improvements	80,118.63
72273	05/25/2022	06/28/2022	WEX Bank	Fleet Gasoline 05/2022	7,897.93
72274	05/23/2022	06/28/2022	City of Marina False Alarm Reduction Program	Alarm Permit Renewal - MCWD Offices 07/2022 - 06/2023	40.00
72275	05/31/2022	06/28/2022	CivicWell	MCWD CAP Research/ Planning, Data Analysis/ GHG Inventory 05/2022	2,636.36
72276	06/08/2022	06/28/2022	Conservation Rebate Program	3067 Bayer Dr - Landscape Rebate	150.00
72277	05/24/2022	06/28/2022	Conservation Rebate Program	3120 Del Monte Blvd - Landscape Rebate	616.00
72278	04/01/2022	06/28/2022	Toledo Industrial Coatings	Intermediate Reservoir Recoating - Construction Pmts 2, 3, 4, 5, 6	44,219.87
72279	05/23/2022	06/28/2022	Safetequip, Inc.	General Supplies	126.49
72280	06/02/2022	06/28/2022	Zanjero, Inc.	CIP Program Tool 05/2022	900.00
72281	05/26/2022	06/28/2022	Flomotion Systems, Inc.	Chlorine Analyzer Pump, Fittings - B Reservoir	1,965.00
72282	05/31/2022	06/28/2022	Conservation Rebate Program	388 Redwood Heights Ct - (3) Toilet Rebates	225.00
72283	06/01/2022	06/28/2022	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 06/2022	777.38
72284	06/14/2022	06/28/2022	Conservation Rebate Program	327 Quebrada Del Mar Rd - Landscape Rebate	425.00
72285	06/22/2022	06/28/2022	Customer Service Refund	Refund Check - 3091 Messinger Dr	19.39
72286	06/22/2022	06/28/2022	Customer Service Refund	Refund Check - 388 Hillcrest Ave	69.33
72287	06/22/2022	06/28/2022	Customer Service Refund	Refund Check - Hydrant Meter	1,978.00
72288	06/22/2022	06/28/2022	Customer Service Refund	Refund Check - 3220 Imjin Rd	63.11
72289	06/22/2022	06/28/2022	Customer Service Refund	Refund Check - 249 Hillcrest Ave	6.78

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72290	06/22/2022	06/28/2022	Customer Service Refund	Refund Check - 233 Palm Ave	8.27
72291	06/22/2022	06/28/2022	Customer Service Refund	Refund Check - 237 9th St	35.00
ACH	06/02/2022	06/29/2022	Friedman & Springwater LLP	Legal Services 05/2022	38,713.56
72292	06/16/2022	06/30/2022	Salinas Valley Ford	Fuel Pump, (4) Tires - Vehicle #1239	2,041.86
72293	05/27/2022	06/30/2022	Home Depot Credit Services	General Supplies	1,355.10
72294	06/28/2022	06/30/2022	Monterey Bay Analytical Services	Laboratory Testing	1,260.00
72295	06/05/2022	06/30/2022	Staples Credit Plan	(3) Table Skirts, (7) Tables - IOP Conference Room; Office Supplies	4,061.15
72296	06/18/2022	06/30/2022	Verizon Wireless	Cell Phone Service 06/2022	1,670.62
72297	06/01/2022	06/30/2022	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 06/2022	5,467.20
72298	06/07/2022	06/30/2022	Forensic Analytical Consulting Services, Inc.	Asbestos Cement Pipe Webinar	900.00
72299	06/08/2022	06/30/2022	DataProse, LLC	2021 CCR Special Mailer, Conservation Inserts	3,207.61
72300	06/30/2022	06/30/2022	Conservation Rebate Program	5100 Coe Ave #104 - Toilet Rebate	75.00
72301	06/24/2022	06/30/2022	NEC Financial Services, Inc.	Phone Equipment Lease 06/2022	335.76
72302	06/06/2022	06/30/2022	Carollo Engineers, Inc.	Construction Meetings, Project Administration - RUWAP	2,033.60
72303	06/14/2022	06/30/2022	Conservation Rebate Program	147 Katerina Ln - Toilet Rebate	50.00
72304	05/31/2022	06/30/2022	The Paul Davis Partnership, LLP	Conceptual Design Phase - IOP	530.00
72305	06/29/2022	06/30/2022	Dilbeck & Sons, Inc.	Remove/ Replace Breakroom Door Closer - BLM	1,487.00
72306	06/28/2022	06/30/2022	Conservation Rebate Program	5011 Pacific Crest Dr - Toilet Rebate	50.00
72307	05/20/2022	06/30/2022	Don Chapin Co., Inc	Crane Service - Gigling LS	575.00
72308	06/14/2022	06/30/2022	Calcon Systems, Inc.	Flow Meter Programming - Marina Booster; Troubleshoot, Server Upgrade, Alarm Component Additions - SCADA; PSI Transducer Programming	9,461.71
72309	06/22/2022	06/30/2022	Conservation Rebate Program	189 Starfish Ct - (2) Toilet Rebates	150.00
72310	06/20/2022	06/30/2022	Daiohs USA	Coffee Supplies	211.11
72311	06/09/2022	06/30/2022	Central Welding and Fabrication LLC	(3) Well Caps, Installation - Central Marina Abandoned Well Lots; (3) Vaults, (3) Pump Covers - Marina Booster	6,387.20
72312	06/22/2022	06/30/2022	CLK Supplies, LLC	(18) Schlage Locks	501.47
72313	06/06/2022	06/30/2022	Green Rubber-Kennedy AG, LP	General Supplies	3.77
72314	06/06/2022	06/30/2022	U.S. Bank Corporate Payment Systems	Employment Advertisements (Associate Engineer, System Operator, Engineering Technician); Hotel for ACWA Spring Conference - GM; Adobe Creative Cloud - IT; Cloud Hosted Server - CityWorks/ ESRI; SCADA Internet Service; SCADA Mobile/ Laptop Hotspot; General Supplies	8,410.01
72315	06/22/2022	06/30/2022	Marina Tire & Auto Repair	Oil Change - Vehicles 1401, 1239	176.40
72316	06/08/2022	06/30/2022	Edges Electrical Group, LLC	PVC Conduit, Fittings, Electrical Wire - Gigling LS; General Supplies	3,827.66

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72317	06/28/2022	06/30/2022	ICONIX Waterworks (US), Inc.	Gate Valve, (2) Couplings, Supplies - CSUMB Valve Replacement Project; 2" Backflow Device, Supplies - CSUMB; (2) Check Valves - Airport LS; (2) Check Valves, (2) Plug Valves - Reservation LS; (2) Plug Valves - Wittenmyer LS; Blow Off Assembly - Begonia Cir; (2) Repair Clamps, (40) ft PVC Pipe, Air Release Valve, General Supplies	20,308.29
72318	06/06/2022	06/30/2022	Boutin Jones, Inc.	Legal Services 05/2022	1,520.00
72319	06/21/2022	06/30/2022	Lou's Gloves, Inc.	Nitrile Gloves	596.00
72320	06/16/2022	06/30/2022	Conservation Rebate Program	13805 Sherman Blvd - Landscape Rebate	100.00
72321	06/30/2022	06/30/2022	Iron Mountain, Inc.	Shredding Service 06/2022	252.44
72322	06/22/2022	06/30/2022	AT&T	Phone and Alarm Line Services 06/2022	22.43
72323	06/03/2022	06/30/2022	Security Shoring & Steel Plates, Inc.	Shoring Equipment Rental - CSUMB Valve Project	296.00
72324	06/01/2022	06/30/2022	Verizon Connect NWF, Inc.	GPS Service - (26) Fleet Vehicles 05/2022	262.30
72325	06/29/2022	06/30/2022	Employee Reimbursement	Grade II Water Treatment Exam Fee	65.00
72326	06/25/2022	06/30/2022	WEX Bank	Fleet Gasoline 06/2022	8,457.15
72327	06/06/2022	06/30/2022	Regents of the University of California	Plan Review/ Encroachment Permit - UCMBEST	1,603.00
72328	06/08/2022	06/30/2022	Cisco Air Systems	Air Compressor Filter Maintenance - E Booster	3,875.05
72329	06/08/2022	06/30/2022	Conservation Rebate Program	1913 Chennault Ct - Washer Rebate	150.00
72330	06/22/2022	06/30/2022	Conservation Rebate Program	4425 Cypress Ridge Ct - Washer Rebate	100.00
72331	06/16/2022	06/30/2022	Conservation Rebate Program	3128 Crescent Ave #79 - Landscape Rebate	193.60
72332	06/16/2022	06/30/2022	Conservation Rebate Program	14922 Breckinridge Ave - Landscape Rebate	100.00
72333	06/16/2022	06/30/2022	Conservation Rebate Program	468 Logan Way - Washer Rebate	150.00
72334	06/14/2022	06/30/2022	Conservation Rebate Program	3095 Marina Dr #47 - Toilet Rebate	50.00
72335	06/16/2022	06/30/2022	Conservation Rebate Program	2999 Pinos Way - Washer Rebate	150.00
72336	06/14/2022	06/30/2022	Conservation Rebate Program	4381 Shoreline Ct - (3) Toilet Rebates	225.00
72337	06/27/2022	06/30/2022	Conservation Rebate Program	4374 Shoreline Ct - (3) Toilet Rebates	225.00
72338	06/28/2022	06/30/2022	Conservation Rebate Program	3009 Arido Way - Washer Rebate	150.00
501370	05/25/2022	06/01/2022	AFLAC	Employee Paid Benefits 05/2022	1,432.66
501371	05/05/2022	06/01/2022	Pre-Paid Legal Services, Inc.	Employee Paid Benefits 05/2022	25.90
501372	05/18/2022	06/01/2022	Principal Life	Employee Paid Benefits 06/2022	234.90
501373	05/17/2022	06/01/2022	Transamerica Life Insurance Company	Employee Paid Benefits 05/2022	673.40
501374	06/02/2022	06/02/2022	Board Compensation Checks and Direct Deposit	Board Compensation 05/2022	692.60
ACH	06/03/2022	06/03/2022	Internal Revenue Service	Board Compensation 05/2022	114.80
ACH	06/10/2022	06/10/2022	CalPERS	Payroll Ending 06/03/2022	24,931.22
ACH	06/10/2022	06/10/2022	Empower Retirement	Payroll Ending 06/03/2022	12,640.65
ACH	06/10/2022	06/10/2022	Internal Revenue Service	Payroll Ending 06/03/2022	44,647.33
ACH	06/10/2022	06/10/2022	State of California - EDD	Payroll Ending 06/03/2022	9,660.33
ACH	06/10/2022	06/10/2022	WageWorks, Inc.	Payroll Ending 06/03/2022	922.95
501375	06/10/2022	06/10/2022	Payroll Checks and Direct Deposit	Payroll Ending 06/03/2022	107,618.42
501376	06/10/2022	06/10/2022	General Teamsters Union	Payroll Ending 06/03/2022	599.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	06/24/2022	06/24/2022	CalPERS	Payroll Ending 06/17/2022	24,628.11
ACH	06/24/2022	06/24/2022	Empower Retirement	Payroll Ending 06/17/2022	11,787.95
ACH	06/24/2022	06/24/2022	Internal Revenue Service	Payroll Ending 06/17/2022	42,576.42
ACH	06/24/2022	06/24/2022	State of California - EDD	Payroll Ending 06/17/2022	9,214.94
ACH	06/24/2022	06/24/2022	WageWorks, Inc.	Payroll Ending 06/17/2022	780.45
501377	06/24/2022	06/24/2022	Payroll Checks and Direct Deposit	Payroll Ending 06/17/2022	103,355.81
ACH	06/29/2022	06/29/2022	Internal Revenue Service	Board Compensation 06/2022	84.16
501378	06/29/2022	06/29/2022	Board Compensation Checks and Direct Deposit	Board Compensation 06/2022	507.92
501379	06/25/2022	06/29/2022	AFLAC	Employee Paid Benefits 06/2022	1,432.66
501380	06/05/2022	06/29/2022	Pre-Paid Legal Services, Inc.	Employee Paid Benefits 06/2022	25.90
501381	05/31/2022	06/29/2022	Justifacts Credential Verification, Inc.	Background Check - New Hire	137.78
501382	05/10/2022	06/29/2022	Lincoln National Life Insurance Company	Life, Short/ Long Term Disability, AD&D Insurance 06/2022	2,671.29
501383	06/16/2022	06/29/2022	Transamerica Life Insurance Company	Employee Paid Benefits 06/2022	673.40
501384	06/29/2022	06/29/2022	Employee Reimbursement	Principal Life Insurance - Employee Paid Benefit	24.70
501385	06/29/2022	06/29/2022	Employee Reimbursement	AR Refund - Retiree Overpayment	138.38
501386	06/29/2022	06/29/2022	Employee Reimbursement	AR Refund - COBRA Overpayment	1.71
<b>Total Disbursements for June 2022</b>					<b>4,287,228.60</b>

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-B

**Meeting Date:** July 18, 2022

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger

**Agenda Title:** Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of June 20, 2022

**Staff Recommendation:** The Board of Directors approve the draft minutes of the June 20, 2022 regular joint Board/GSA meeting.

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

**Discussion/Analysis:** The draft minutes of June 20, 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 June 20, 2022.

**Action Required:**    \_\_\_ Resolution    \_\_\_ X Motion    \_\_\_ Review

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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

June 20, 2022

Draft Minutes

### 1. Call to Order:

President Shriner called the meeting to order at 6:01 p.m. on June 20, 2022 via Zoom teleconference in Marina, California. President Shriner then proceeded with a land acknowledgement. “As Marina Coast Water District celebrates its 60<sup>th</sup> 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/Conastanoan-Esselen Nation. We respect their elders, past, present, and emerging, for they hold the memories, traditions, culture, and hopes of the Esselen people. We also acknowledge the government of the Ohlone/Coastanoan Esselen Nation and appreciate the spiritual role it plays today in preserving the cultural, historical and heritage beliefs of the Esselen people. We are grateful that they share their traditional lands with us.”

### 2. Roll Call:

Board Members Present:

Jan Shriner – President  
Herbert Cortez – Vice President  
Thomas P. Moore  
Gail Morton  
Matt Zefferman – arrived at 6:30 p.m.

Board Members Absent:

None.

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  
Brian True, Senior Civil Engineer  
Amelia Cane, Civic Spark Fellow  
Teo Espero, IT Administrator  
Paula Riso, Executive Assistant/Clerk to the Board

Agenda Item 2 (continued):

Audience Members:

Andy Sterbenz, Schaaf & Wheeler  
Martin Rauch, Rauch Communications Consultant, Inc.  
Joe Pineda, MCWD  
Sarah Babcock, MCWD  
Steven Gortler, Registered Municipal Investment Advisor  
Nichole Flores, Marina Resident  
Phil Clark, Seaside Resident  
Trang Tu Nguyen, Shea Homes  
Jack Gao, Shea Homes  
Joe Aliotti  
Marc Kelly

President Shriner commented that Item 9-A will begin promptly at 7:00 p.m. pursuant to the Public Notice that was published.

3. Action Item:

A. Appoint a District Negotiator to Negotiate with California American Water Company Regarding an Emergency Water Transfer:

Mr. Remleh Scherzinger, General Manager, introduced this item.

Director Morton made a motion to appoint the General Manager and District Counsel as negotiators for MCWD. Director Moore seconded the motion. The motion was passed by the following vote:

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

4. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:06 p.m. to discuss the following items:

5. Closed Session:

A. Marina Coast Water District v. Trustees of the California State University, and Does 1-20; Monterey County Superior Court Case No. 21CV001296 (Verified Complaint for Declaratory and Injunctive Relief)

Agenda Item 5 (continued):

- B. Pursuant to Government Code 54956.8  
Conference with Real Property Negotiator  
Property: Armstrong Ranch Property  
Negotiating Parties: Sunberry Growers, LLC. and MCWD Negotiators (Legal Counsel and General Manager)  
Under Negotiation: Price and Terms
  
- C. Pursuant to Government Code 54956.8  
Conference with Real Property Negotiator  
Property: Emergency Transfer of District Water  
Negotiating Parties: California-American Water Company and MCWD Negotiator (To Be Determined in Item 3-A)  
Under Negotiation: Price and Terms

Director Zefferman joined the meeting at 6:30 p.m. The Board ended closed session at 6:59 p.m. President Shriner reconvened the meeting to open session at 7:00 p.m.

6. Reportable Actions Taken During Closed Session:

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

7. Pledge of Allegiance:

Director Zefferman led everyone present in the pledge of allegiance.

8. Oral Communications:

There were no comments made.

9. Action Item:

- A. Conduct a Public Hearing: Make a Motion to Find that Adoption of the Ordinance is Exempt from the California Environmental Quality Act; Consider Waiving the Reading of Ordinance No. 62 in its Entirety; and, Consider the Second Reading and Adoption of Ordinance No. 62, Approving an Ordinance Amending Title 4, Recycled Water, of the Marina Coast Water District Code:

President Shriner opened the Public Hearing at 7:01 p.m.

Mr. Patrick Breen, Water Resources Manager, introduced this item.

Mr. Roger Masuda, District Counsel, explained why adoption of this Ordinance is exempt from the California Environmental Quality Act (CEQA), and that by adopting the Ordinance, the Board was also finding that this Ordinance is exempt from CEQA.

Agenda Item 9-A (continued):

Noting that there were no comments from the Board or the public, President Shriner closed the Public Hearing at 7:07 p.m.

Director Morton made a motion to find that this Ordinance is exempt from CEQA. Mr. Masuda commented that the motion did not need to be made separately as adopting the Ordinance makes the finding that it is exempt from CEQA. Director Morton withdrew her motion.

Director Morton made a motion to waive the reading of the entire Ordinance No. 62, amending sections 1.04.010, 4.28.010, 4.28.020, 4.28.030, and 4.28.040; and establishing sections 4.28.050, 4.28.060, 4.28.070, 4.28.080, 4.28.090, 4.28.100, 4.28.110, 4.28.120 of the District Code pertaining to Recycled Water Service. Director Moore seconded the motion. The motion was passed by the following vote:

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

Director Moore made a motion to adopt Ordinance No. 62, which includes that the Ordinance is exempt from CEQA as stated in Section 9 of the Ordinance. Director Morton seconded the motion. The motion was passed by the following vote:

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

10. Presentations:

A. Adopt Resolution No. 2022-24 in Recognition of Lyssa Farrell, Customer Service/Billing Technician II, for 5 Years of Service to the Marina Coast Water District:

Ms. Kelly Cadiante, Director of Administrative Services, introduced this item and praised Ms. Farrell for her excellent work at the District.

Director Moore made a motion to adopt Resolution No. 2022-24 in recognition of Lyssa Farrell, Customer Service/Billing Technician II, for 5 years of service to the Marina Coast Water District. Director Morton seconded the motion. The motion was passed by the following vote:

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

B. Consider Adoption of Resolution No. 2022-25 in Recognition of Joe Correa and to Adjourn the Meeting in his Memory:

Mr. Derek Cray, Operations and Maintenance Manager, introduced this item and expressing the District's deep grief over the loss of Joe Correa. He then shared his thoughts and fond memories of Joe Correa.

Mr. Phil Clark, Seaside resident, shared his memories of Joe Correa and that he will not be forgotten.

Ms. Sarah Babcock, MCWD employee, shared her memories of Joe Correa and how much he will be missed and never forgotten.

Director Moore praised Joe's hard work and his dedication to the desalination plant, noting that Joe will be missed.

Director Zefferman made a motion to adopt Resolution No. 2022-25 in recognition of Joe Correa and to adjourn the meeting in his memory. Director Morton seconded the motion. The motion was passed by the following vote:

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

11. Consent Calendar:

President Shriner stated that staff pulled item 11-A. Director Zefferman pulled items 11-I and 11-J from the Consent Calendar.

Director Moore made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of May 2022; B) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 9, 2022; C) Approve the Draft Minutes of the Regular Joint Board Meeting of May 16, 2022; D) Approve the Draft Minutes of the Special Joint Board Meeting of May 24, 2022; E) Receive an Update on the Fiscal Impacts to the District due to Covid-19; F) Adopt Resolution No. 2022-26 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days; and G) Adopt Resolution No. 2022-27 to Approve the Third Amendment to the Loan Agreement with PNC Bank (formerly BBVA Mortgage Corporation) for Interim Financing of the Regional Urban Water Augmentation Recycled Water Pipeline and Distribution System. Director Morton seconded the motion. The motion was passed by the following vote:

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

11. Consent Calendar (continued):

H. Adopt Resolution No. 2022-28 to Adopt the FY 2021-2022 Updates to the Investment Policy:

Ms. Cadiente introduced this item and explained that Mr. Steven Gortler, Registered Municipal Investment Advisor, would give a brief presentation on some strategies and investment plans available to the District. The Board had questions regarding U.S. Treasury securities and investing in other types of savings accounts. Mr. Scherzinger clarified that staff is only asking to update the proposed language in the policy.

Director Morton made a motion to adopt Resolution No. 2022-28 to adopt the proposed updated language only to the FY 2021-2022 Investment Policy. Director Moore seconded the motion. The motion was passed by the following vote:

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

I. Adopt Resolution No. 2022-29 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes, LP, for the Dunes Phase 1B Promenade Development in Marina, CA:

Director Zefferman questioned the arbitration clause and pointed out typos in Section 21.3 on page 15 of the Infrastructure Agreement where it references the subsections. He stated that this refers to Item 11-J as well.

Director Morton made a motion to:

- 1) Adopt Resolution No. 2022-29 to approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes, LP, for the Dunes Phase 1B Promenade Development in Marina, CA; and,
- 2) Adopt Resolution No. 2022-30 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Seaside Peninsula Acquisition Group for the Seaside Resort Development in Seaside, CA.

Director Zefferman asked if the motion included correcting the typos. Director Morton answered affirmatively. Director Zefferman seconded the motion.

The motion was passed by the following vote:

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

- J. Adopt Resolution No. 2022-30 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Seaside Peninsula Acquisition Group for the Seaside Resort Development in Seaside, CA:

This item was approved under the previous motion.

12. Action Items:

- A. Receive a Climate Action Plan Presentation, Adopt Resolution No. 2022-31 for Renewable Electricity Purchase, and Appoint an Ad Hoc Climate Action Plan Committee:

Mr. Breen introduced this item explaining that the Board would first receive a presentation; then consider adopting Resolution No. 2022-31; and, finally, consider appointing an Ad Hoc Climate Action Plan Committee. He then introduced Ms. Amelia Cane, Civic Spark Fellow, who proceeded to give a brief presentation on the 2018 Local Government Operations Greenhouse Gas Emissions Baseline Inventory. The Board asked clarifying questions.

President Shriner made a motion to adopt Resolution No. 2022-31 to authorize the purchase of 3CPrime One Hundred Percent Renewable Grid Electricity for District Water & Wastewater Operations and Buildings. Director Cortez seconded the motion. The motion was passed by the following vote:

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

President Shriner appointed Director Moore and Director Zefferman to the Ad Hoc Climate Action Plan Committee.

- B. 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:

Mr. Scherzinger introduced this item explaining that Rauch Communication Consultants Inc. has addressed the concerns over their team member and replaced them with a new individual. The Board made comments and asked clarifying questions.

Director Morton made a motion to 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. Director Moore seconded the motion. The motion was passed by the following vote:

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

C. Adopt Resolution No. 2022-32 to Approve Amendment No. 1 to the General Manager's Employment Contract:

Mr. Scherzinger introduced this item noting that following negotiations on May 24, 2022, the Board and General Manager agreed on an amendment to the General Manager's contract. The contract amendments are as follows:

- Increase of Base salary to \$250,000
- Removal of Section 3.b
- Increase Car Allowance by \$150.
- Convert section 7.k Cell Phone to a monthly allowance of \$100.

Director Moore made a motion to adopt Resolution No. 2022-32 to approve Amendment No. 1 to the General Manager's Employment Contract. Vice President Cortez seconded the motion. The motion was passed by the following vote:

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

13. Informational Items:

A. General Manager's Report:

Mr. Scherzinger gave the following updates:

- 1) The District had a kick-off meeting with The Ferguson Group who has been retained to help with Federal grants.
- 2) Staff began interviews for the Director of Administrative Services and District Engineer positions.
- 3) Working with Monterey One Water and the City of Seaside to begin delivering recycled water to customers.
- 4) The District has received the sewer arrearages funds from the State and has been applying them to the affected accounts.
- 5) Water Conservation numbers are 39% below 2013 usage and year-to-date is 22% conservation.

B. Committee and Board Liaison Reports:

1. Executive Committee:

President Shriner gave a brief update.

2. Budget and Personnel Committee:

Director Morton gave a brief update.

3. Community Outreach Committee:

Director Zefferman gave a brief update noting the next meeting is July 5th.

4. M1W Board Member Liaison:

Director Moore gave a brief update noting the next meeting is June 27th.

14. Board Member Requests for Future Agenda Items:

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

15. Director's Comments:

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

16. Adjournment:

The meeting was adjourned at 9:45 p.m.

APPROVED:

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Jan Shriner, President

ATTEST:

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Paula Riso, Deputy Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-C

**Meeting Date:** July 18, 2022

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger

**Agenda Title:** Approve the Draft Minutes of the Special Joint Board/GSA Meeting of July 12, 2022

**Staff Recommendation:** The Board of Directors approve the draft minutes of the July 12, 2022 special 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 July 12, 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 July 12, 2022.

**Action Required:**    \_\_\_ Resolution    \_\_\_ X Motion    \_\_\_ Review

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Board Action

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

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

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



# Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting  
July 12, 2022

## Draft Minutes

### 1. Call to Order:

President Shriner called the meeting to order at 11:33 a.m. on July 12, 2022, with Board members and staff present at 2660 5th Avenue, Marina, California.

### 2. Roll Call:

#### Board Members Present:

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

#### Board Members Absent:

None

#### Staff Members Present:

Remleh Scherzinger, General Manager  
Derek Cray, Operations and Maintenance Manager  
Patrick Breen, Water Resources Manager  
Paula Riso, Executive Assistant/Clerk to the Board

#### Audience Members:

Andy Sterbenz, Schaaf & Wheeler

### 3. Action Item:

- A. Receive a Field Report Regarding the Progress of the A1/A2 and B/C Booster Pump Station at 50% Construction:

Mr. Patrick Breen, Water Resources Manager, gave a tour and gave a progress report of the A1/A2 and B/C Booster Pump Station construction site which is at 50% construction. The Board toured the site and asked clarifying questions.

Special Board Meeting  
July 12, 2022  
Page 2 of 2

4. Adjournment:

The meeting was adjourned at 12:25 p.m.

APPROVED:

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Jan Shriner, President

ATTEST:

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Paula Riso, Deputy Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-D

**Meeting Date:** July 18, 2022

**Prepared By:** Paul Lord

**Approved By:** Remleh Scherzinger

**Agenda Title:** Adopt Resolution No. 2022-33 to Authorize the General Manager to Sign a Memorandum of Understanding between Marina Coast Water District and the Monterey Peninsula Unified School District Regarding the Water Conservation Education Program

**Staff Recommendation:** The Board of Directors adopt Resolution No. 2022-33 to authorize the General Manager to sign a memorandum of understanding between Marina Coast Water District and the Monterey Peninsula Unified School District regarding the Water Conservation Education Program for the 2022-2023 school year.

**Background:** *Strategic Plan, Strategic Goal 1.7 – Review and update our water conservation program.*

The MPUSD and MCWD have worked together for more than twenty years to bring water conservation education to students in the district’s service area. This agreement continues this long-standing relationship between the two partners and provides the means to plan and integrate water conservation instruction into the curriculum at local schools for the 2022-2023 school year.

Teacher surveys, and feedback from school administrators, students, and their families, indicate that the unique, professional instruction provided is desired, appreciated, and very effective. The program is tremendously valued by staff, school faculty, and the community because it is successful in achieving the most important goal; getting the local children to understand more about earth science, the properties of water, and the importance of practicing water conservation every day. Results of a 2008 study of the program’s effectiveness were positive, showing students and were able to make more valid points about water conservation after receiving classroom instruction.

**Discussion/Analysis:** MCWD will reimburse MPUSD for hourly in-class instruction, limited distant learning lesson development and dissemination, and program promotional work, at a minimum hourly rate plus statutory benefits, not to exceed \$38,750. This maximum expenditure amount is based upon reimbursements paid during previous years when as many as 274 classroom presentations were performed. A certified, experienced, MPUSD Teacher will be hired and tasked with developing water conservation related curricula designed to meet the state academic curriculum standards. Then, the Teacher will provide targeted instruction to students, and the school staff. There is a budget allocation to support the purchase of classroom materials needed. All instruction and educational material presented will be age appropriate for the children taught. As applicable, and to continue instruction during emergency school closures, MPUSD staff will make every effort to follow the school district’s Instructional Continuity Plan and utilize the resources in the school district’s Distant Learning Plan (online instruction) if required.

**Environmental Review Compliance:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:**  Yes  No **Funding Source/Recap:** This item is funded through the FY 2022/2023 Conservation Budget of the Central Marina and Ord Community cost centers.

**Other Considerations:** None

**Material Included for Information/Consideration:** Resolution No. 2022-33, and, MOU between MCWD and Monterey Peninsula Unified School District.

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

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Board Action

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

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

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

July 18, 2022

Resolution No. 2022-33  
Resolution of the Board of Directors  
Marina Coast Water District  
Authorizing the General Manager to Sign a Memorandum of Understanding  
Between Marina Coast Water District and the Monterey Peninsula Unified School District  
Regarding the In-School Water Conservation Education Program

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

WHEREAS, MCWD has developed a Memorandum of Understanding (MOU) with the Monterey Peninsula Unified School District regarding the In-School Water Conservation Education Program that will facilitate program development and the teaching of water conservation education; and,

WHEREAS, the MOU will be an agreement to formalize planning and execution of the In-School Water Conservation Education Program; and,

WHEREAS, water conservation is within the District’s Mission and the funding for this MOU is included in the District’s budget for FY 2022/2023 under Conservation Education with a not-to-exceed amount of \$38,750.

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

1. Adopt Resolution No. 2022-33 to approve of the proposed Memorandum of Understanding regarding the In-School Water Conservation Education Program with wage and benefit reimbursements.
2. Authorize the General Manager to execute the MOU and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on July 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:

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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. 2022-33 adopted July 18, 2022.

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Remleh Scherzinger, Secretary

# MEMORANDUM OF UNDERSTANDING

Between

MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

And

MARINA COAST WATER DISTRICT

This agreement is between the Monterey Peninsula Unified School District (MPUSD) and the Marina Coast Water District (MCWD) for the 2022-2023 Fiscal Year.

The terms and conditions set forth in this document shall constitute the entire agreement between MPUSD and MCWD and may not be amended except by a written document signed by both parties.

The parties agree to the following:

1. MCWD agrees to fully fund a part time Water Science/Conservation Teacher position, not to exceed a total of \$38,750.
2. This teacher will provide water science and water conservation awareness education to all the MPUSD schools within the MCWD service area.
3. As requested by MCWD, the deliverables specified in Appendix A shall be submitted to document the work performed.
4. MPUSD will send a monthly invoice of the science teacher's monthly salary and benefit costs for reimbursement to the MCWD, Attn. Paul Lord, 11 Reservation Rd., Marina, 93933.  
(Email: [plord@mcwd.org](mailto:plord@mcwd.org), Tel: (831) 883-5905, FAX: (831) 384-0197  
The final invoice will be for the June 2023 pay period.
5. The MCWD shall submit a check within 30 days of invoice receipt made payable to the Monterey Peninsula Unified School District and sent to: Attn. Connie Avila, P.O. Box 1031, Monterey, CA 93942-1031.
6. The payment will be deposited in an account dedicated for this purpose only.
7. The position shall be filled through MPUSD's established hiring process and shall be an employee of MPUSD and shall be entitled to the same rights, privileges, and applicable benefits as other MPUSD employees.

MARINA COAST WATER DISTRICT

MONTEREY PENINSULA UNIFIED SCHOOL  
DISTRICT

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Rem Scherzinger  
General Manager  
11 Reservation Road  
Marina, CA 93933

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Ryan Altemeyer  
Associate Superintendent, Business Services  
P.O. Box 1031  
Monterey, CA 93942-1031

## Appendix A

### List of Tasks and Deliverables for the 2022-23 School Year

#### In-School Water Science and Conservation Education Program

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Following is a list of specific tasks and deliverables required of the Water Science and Conservation Teacher. As only a few of the many day-to-day tasks within the Teachers complete scope of work, these tasks and deliverables shall document the Teacher's efforts to integrate the In-School Water Science and Conservation Education Program into MPUSD's individual school curriculum.

1. Meet with school district administrators, and staff at each school, to promote the program and provide program orientation and coordination regarding the implementation of the water science and conservation classes. This is particularly important at the beginning of each school year, and as new staff and administrators are assigned to the elementary schools within the MCWD service area. Provide notification of these meetings to the MCWD staff.
2. Work with the office staff at each school to evaluate student enrollment by grade level for that year. Based on this, work with MCWD staff to determine the maximum time allocation needed to conduct instruction for each site. Determine, complete, and deliver to MCWD staff a class schedule (determination of time allocation) by school, that maximizes the amount of instruction, yet stays within the given budget for the year.
3. Work with water district staff, school district support staff, and school administrators to develop and approve lesson plans and special projects appropriate for each grade level in compliance with the instructional objectives of MPUSD. Provide MCWD staff with outlines of special projects, copies of lesson plans, and verification of school district approval in advance of instruction or involvement.
4. Propose, document, and receive advanced approval from MCWD staff for all hours of instruction outside the classroom, and for work hours beyond the budgeted hours for in-class program development (lesson plans and budgeted preparation hours). This would include involvement with distant learning, working on special projects, conducting program outreach, and acquiring class materials for such work.
5. As instruction is completed, the Teacher shall work with MCWD staff, school office staff, other Teachers, and Principals at each school to verify the completed hours of class instruction. A signed class schedule, signed Teacher evaluation forms, or signed timesheets are all acceptable forms of verification. The Teacher shall submit these documents to MCWD with each monthly timesheet.
6. Document and verify all hours billed when planning, developing, or promoting the In-School Water Conservation Education Program. Document and verify hours billed for special

projects, conducting program outreach, or acting as a resource for school Teachers. Submission of deliverables, photographs, receipts, or emails are all acceptable forms of verification.

7. Upon completion of each lesson, or prior to leaving a school, request each Teacher complete and return a Teacher Evaluation Form. Provide MCWD staff with each completed Teacher Evaluation Form.
8. Supported by the Teacher Evaluation Forms, and upon self-evaluation of the instruction provided, evaluate the program's effectiveness at the end of the school year. Produce a listing of suggested recommendations, and deliver this list to the MCWD staff, to make possible, improvements to the program the following year.

As needed, help organize, coordinate, and support school assemblies that are conducted by outside vendors (Zun Zun) and held at the elementary schools. Provide notification of attendance at these assemblies to the MCWD staff.

9. At least monthly, via brief, written documents, communicate the current program activities and progress to the MCWD staff.

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-E

**Meeting Date:** July 18, 2022

**Prepared By:** Remleh Scherzinger

**Approved By:** Remleh Scherzinger

**Agenda Title:** Adopt Resolution No. 2022-34 to Approve Prepayment of Marina Coast Water District's CalPERS Annual Employer Unfunded Accrued Liability Contribution for FY 2022-2023 in the Amount of \$328,610

**Staff Recommendation:** The Board of Directors adopt Resolution No. 2022-34 to approve prepayment of the District's FY 2022-2023 CalPERS annual employer unfunded accrued liability contribution in the amount of \$328,610.

**Background:** *Strategic Plan, Goal No. 4 – To manage the District's finances in the most effective and fiscally responsible manner.*

The Miscellaneous Plan of the Marina Coast Water District (Plan) is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California.

The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount. The UAL amount represents the difference between the Plan's Accrued Liability and the Market Value of the Plan's Assets amortized over 30 years. The UAL is invoiced by CalPERS monthly with an option to prepay the annual amount by July 31st discounted 3.326% of the annual amount.

**Discussion/Analysis:** Staff is requesting the Board adopt Resolution No. 2022-34 to approve prepaying the UAL for FY 2022-2023 to take advantage of the 3.326% discount of \$11,307.04. In addition, beginning in FY 2017-2018, CalPERS requires payments to be made by ACH instead of by check. The District is charged a fee by the bank for each ACH processed. By prepaying the UAL, the District will also save staff time and costs by processing one invoice instead of twelve.

**Environmental Review Compliance:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:**  Yes  No **Funding Source/Recap:** Funded through FY 2022/2023 Operating Budget of the Central Marina and Ord Community cost centers.

**Material Included for Information/Consideration:** Resolution No. 2022-34; CalPERS Invoice No. 100000016853047 dated July 1, 2022.

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

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Resolution No \_\_\_\_\_ Motion By \_\_\_\_\_ Board Action \_\_\_\_\_ Seconded By \_\_\_\_\_

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

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

July 18, 2022

Resolution No. 2022-34  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving Prepayment of Marina Coast Water District's  
CalPERS Annual Employer Unfunded Accrued Liability Contribution  
For FY 2022-2023 in the Amount of \$328,610

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

WHEREAS, the Miscellaneous Plan of the Marina Coast Water District (Miscellaneous Plan) is part of the Public Agency portion of the California Public Employees Retirement System (CalPERS), a cost-sharing multiple-employer defined benefit plan administered by CalPERS, which acts as a common investment and administrative agent for participating public employers within the State of California; and,

WHEREAS, the total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount. The UAL amount represents the difference between the Plan's Accrued Liability and the Market Value of the Plan's Assets amortized over 30 years; and,

WHEREAS, The UAL is invoiced by CalPERS monthly with an option to prepay the annual amount by July 31st discounted 3.326% of the annual amount; and,

WHEREAS, by prepaying the UAL for FY 2022-2023 the District will realize a savings of \$11,307.04 plus the costs to process twelve invoices instead of one invoice.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve prepayment of the District's FY 2022-2023 CalPERS annual employer unfunded accrued liability contribution in the amount of \$328,610.

PASSED AND ADOPTED on July 19, 2021 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

\_\_\_\_\_  
Jan Shriner, President

ATTEST:

\_\_\_\_\_  
Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2022-34 adopted July 18, 2022.

\_\_\_\_\_  
Remleh Scherzinger, Secretary



**California Public Employees' Retirement System**

July 01, 2022

Rosemary Gill  
 Marina Coast Water District  
 11 RESERVATION ROAD  
 MARINA, CA 93933-2099

Business Unit: 1900  
 CalPERS ID: 2705940435  
 Invoice Number: 100000016853047  
 Invoice Date: July 01, 2022  
 Payment Due Date: July 31, 2022

Description	Amount				
<p>Annual Unfunded Accrued Liability as of the June 30, 2020 Actuarial Valuation for Rate Plan Identifier 5340.</p> <p>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability Contribution Amount.</p> <p>Your agency's monthly amount due toward the Unfunded Accrued Liability is:</p> <table data-bbox="203 1024 763 1092"> <tr> <td>Amount</td> <td>Due Date</td> </tr> <tr> <td>\$28,326.42</td> <td>July 31, 2022</td> </tr> </table> <p>If you would like to prepay the entire Annual Payment toward your Plan's Unfunded Accrued Liability, you can submit the Annual Lump Sum Prepayment amount of \$328,610.00 to the invoice number above by July 31, 2022 instead of the monthly amount listed.</p> <p>Please refer to the June 30, 2020 Actuarial Valuation report for the details of this calculation. Reports are available at CalPERS On-Line or by visiting <a href="http://www.mycalpers.ca.gov">www.mycalpers.ca.gov</a></p> <p>Unfunded Accrued Liability contributions are to be paid in full by the payment due date each month. Payments that are not received in full on or before this date will be assessed interest on the total outstanding balance due (Public Employees' Retirement Law § 20572 (b)). Please note that this monthly statement is a demand for payment in accordance with Public Employees' Retirement Law § 20572 (a).</p> <p><b>For questions concerning your invoice, please call our CalPERS Customer Contact Center at 888 CalPERS (or 888-225-7377) and ask to be referred to the Financial Office.</b></p>	Amount	Due Date	\$28,326.42	July 31, 2022	
Amount	Due Date				
\$28,326.42	July 31, 2022				
<b>Total Due</b>	<b>\$28,326.42</b>				



**Marina Coast Water District  
Staff Report**

**Agenda Item:** 8-F

**Meeting Date:** July 18, 2022

**Prepared By:** Remleh Scherzinger

**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 June 30, 2022
- Customer accounts aging information as of July 09, 2022
- Monthly customer payments comparison for months June 2021 through June 2022
- Graphs of delinquent accounts as of June 30, 2022

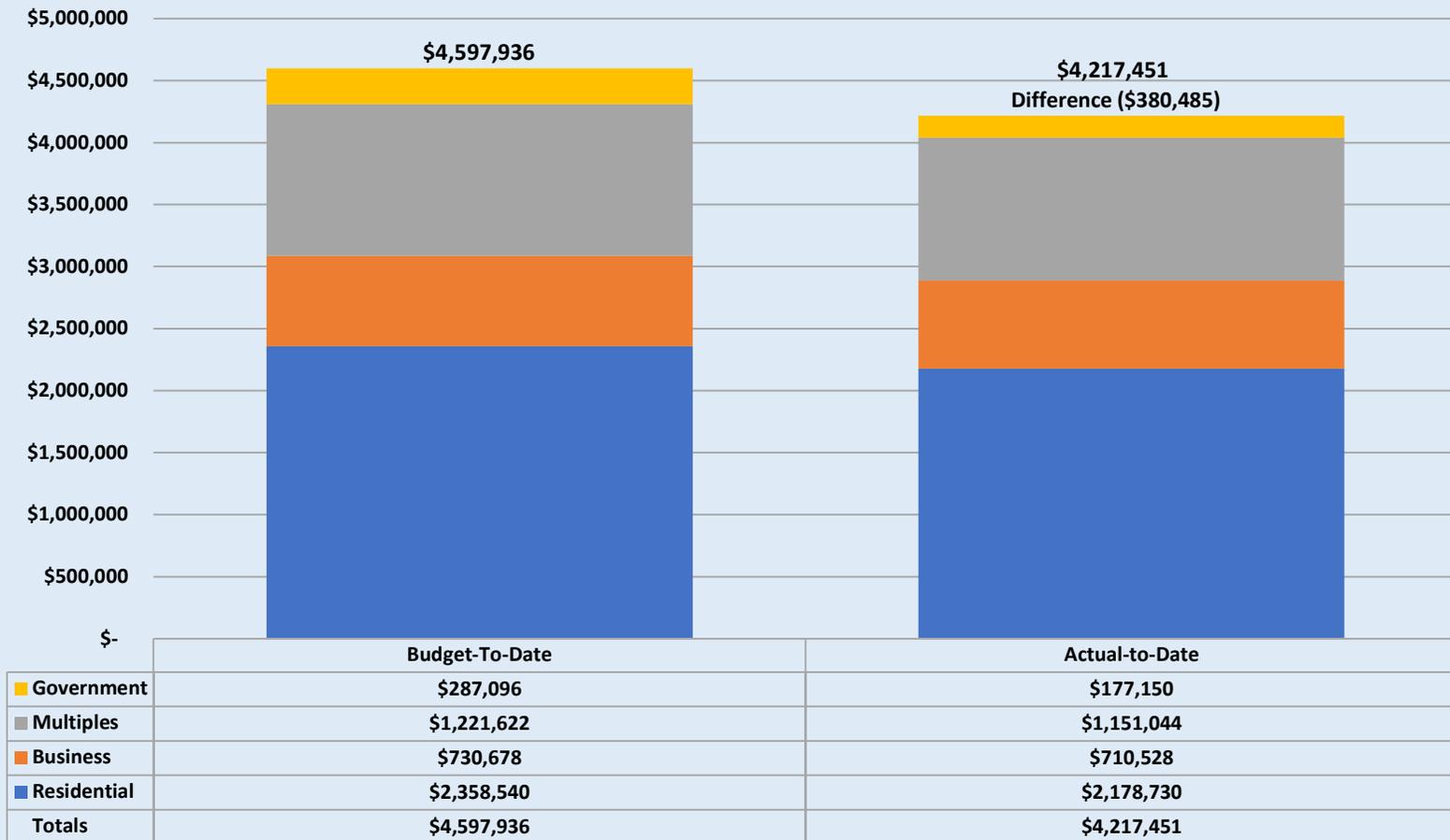
FY 2021-2022 actual water revenue through June 2022 was below budgeted revenue for Central Marina by \$380,485. The Ord Community was above budgeted revenue by \$261,662.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic by \$91,827.90 (203%) and \$570,064.69 (65%), respectively. If Bay View Mobile Home Park's main master meter account is not considered, Ord Community Accounts Receivable balance has increased by \$398,992.85 (587%). Unfortunately, the balances tend to fluctuate from month to month due to billing dates and the number of days in the month.

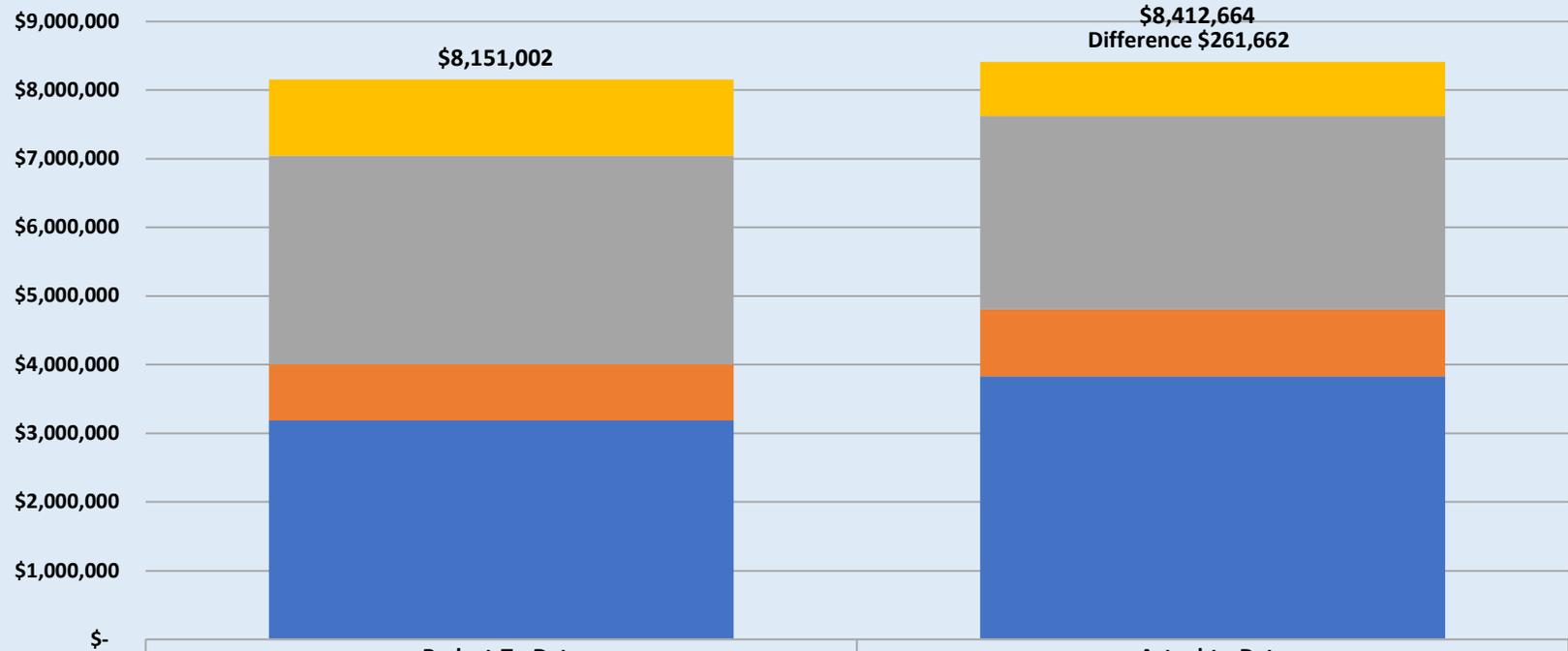
Governor Newsom's 2021–22 May revise to the state budget included \$1 billion in American Rescue Plan Act funds to be used to provide direct payments to water systems to address customer arrearages and revenue gaps related to the pandemic. The State Water Resources Control Board (SWRCB) required all water districts to participate in a survey to be considered for funding. Staff submitted MCWD's survey on September 7, 2021. The survey information was compiled by the SWRCB and determined that 100% of the number of arrearages reported will qualify for assistance. Staff completed the application and submitted it to SWRCB on November 16, 2021. 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 received payment in May 2022. The process for applying the credits to customer accounts is slightly different from the Water Arrearages Program. Credits will first be applied to customer accounts. Second, letters will be sent to credit recipients to inform them of the credit applied to their account and the offer to set up payment plans for any remaining arrearages of their account balances. All credits have been applied to customer accounts, and notification letters to offer to set up payment plans for any remaining arrearages of their account balances were sent out between June 17th and July 7th.

## FY 2021-2022 Central Marina Water Revenue as of June 30, 2022



## FY 2021-2022 Ord Community Water Revenue as June 30, 2022



	Budget-To-Date	Actual-to-Date
Government	\$1,108,443	\$787,400
Multiples	\$3,035,988	\$2,821,737
Business	\$815,159	\$969,065
Residential	\$3,191,412	\$3,834,461
<b>Totals</b>	<b>\$8,151,002</b>	<b>\$8,412,664</b>

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

**Central Marina**

<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>	
3/9/2020	\$ 35,543.27	\$ 3,875.86	\$ 4,293.09	\$ 1,611.13	\$ 45,323.35	
7/9/2022	\$ 39,257.44	\$ 21,507.15	\$ 16,613.44	\$ 59,773.22	\$ 137,151.25	
Change	\$ 3,714.17	\$ 17,631.29	\$ 12,320.35	\$ 58,162.09	\$ 91,827.90	203%
%	10%	455%	287%	3610%	203%	

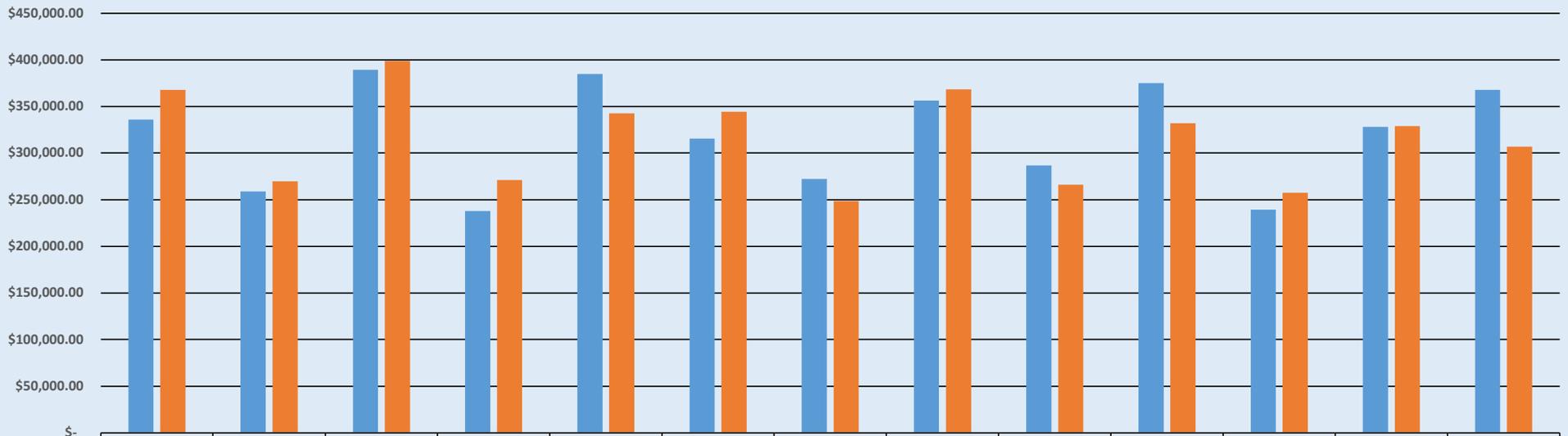
**Ord Community**

<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>	
3/9/2020	\$ 78,063.43	\$ 38,972.14	\$ 27,577.38	\$ 736,205.62	\$ 880,818.57	
7/9/2022	\$ 191,966.01	\$ 72,839.24	\$ 45,562.73	\$ 1,140,515.28	\$ 1,450,883.26	
Change	\$ 113,902.58	\$ 33,867.10	\$ 17,985.35	\$ 404,309.66	\$ 570,064.69	65%
%	146%	87%	65%	55%	65%	

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

<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>	
3/9/2020	\$ 59,169.69	\$ 6,816.86	\$ 446.06	\$ 1,532.29	\$ 67,964.90	
7/9/2022	\$ 186,376.81	\$ 69,753.58	\$ 40,541.46	\$ 170,285.90	\$ 466,957.75	
Change	\$ 127,207.12	\$ 62,936.72	\$ 40,095.40	\$ 168,753.61	\$ 398,992.85	587%

**Central Marina Monthly Water Customer Payments**  
**June 2021- June 2022**

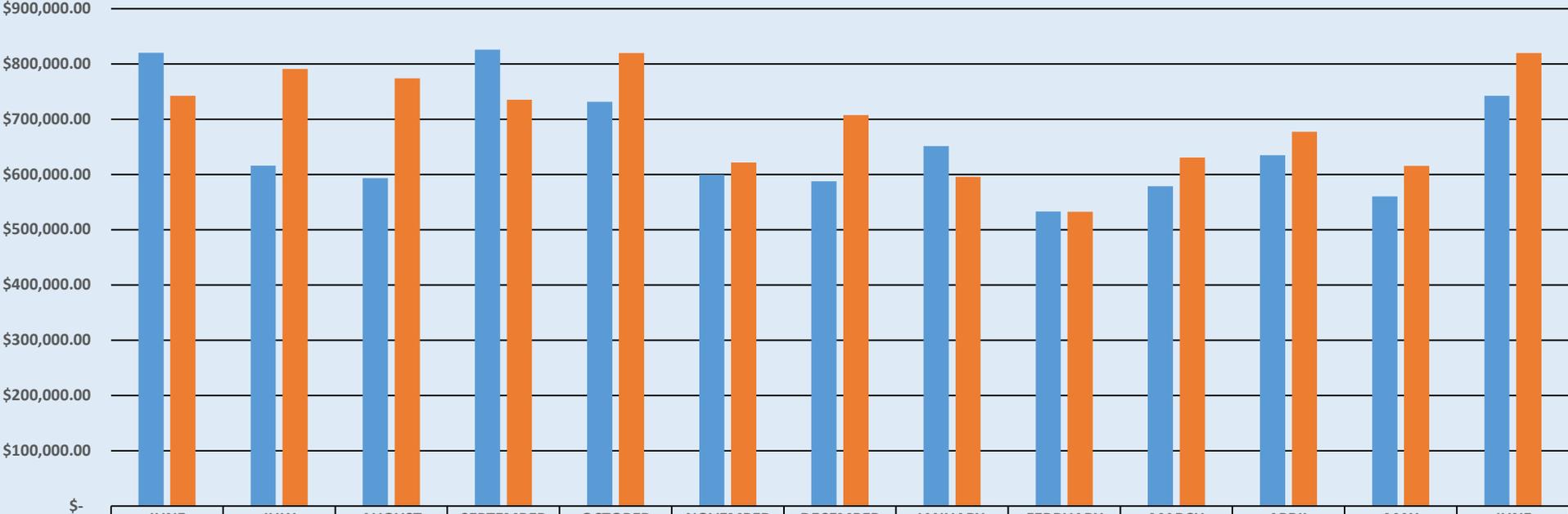


	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
2020-2021	\$336,058.35	\$258,732.93	\$389,405.03	\$237,938.05	\$384,856.48	\$315,538.23	\$272,197.64	\$356,346.91	\$286,827.30	\$375,100.12	\$239,250.38	\$328,215.52	\$367,931.49
2021-2022	\$367,931.49	\$269,610.58	\$398,897.10	\$271,183.01	\$342,800.98	\$344,358.74	\$248,491.16	\$368,179.46	\$266,048.16	\$332,005.89	\$257,388.77	\$328,975.85	\$306,787.09

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

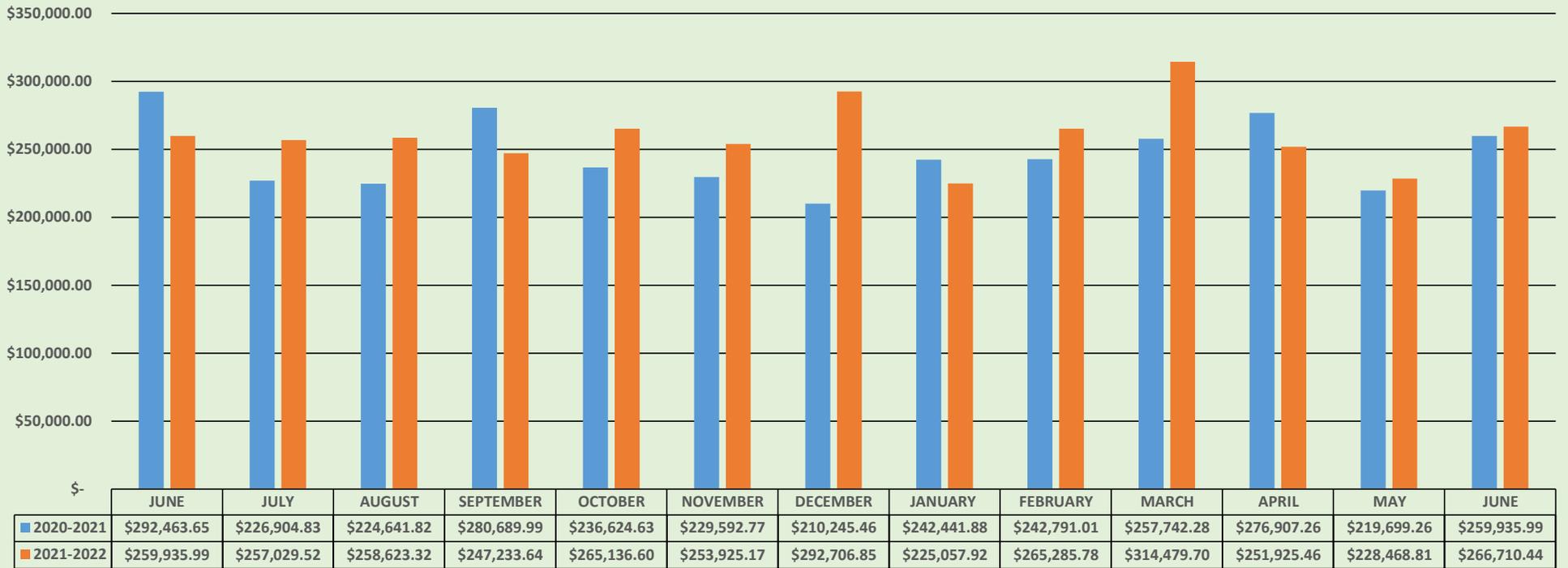


**Ord Community Monthly Water Customer Payments  
June 2021 - June 2022**

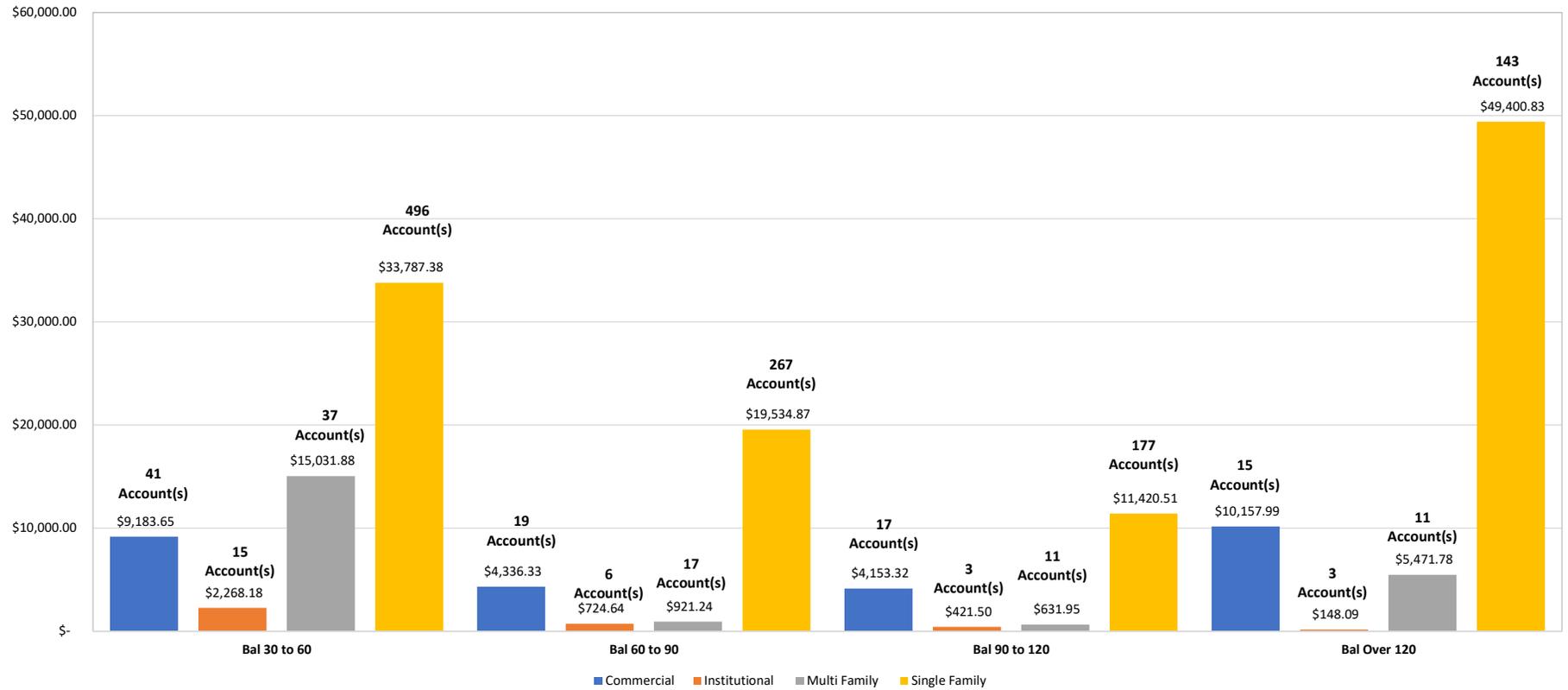


	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
■ 2020-2021	\$820,377.37	\$616,081.51	\$593,519.23	\$825,669.76	\$731,404.20	\$599,537.89	\$587,555.70	\$651,096.52	\$532,874.47	\$578,785.42	\$634,730.43	\$560,171.43	\$742,615.71
■ 2021-2022	\$742,615.71	\$791,052.24	\$773,858.25	\$735,167.76	\$819,933.24	\$622,010.69	\$707,400.13	\$596,043.97	\$532,771.89	\$630,673.68	\$677,297.49	\$615,577.88	\$819,881.15

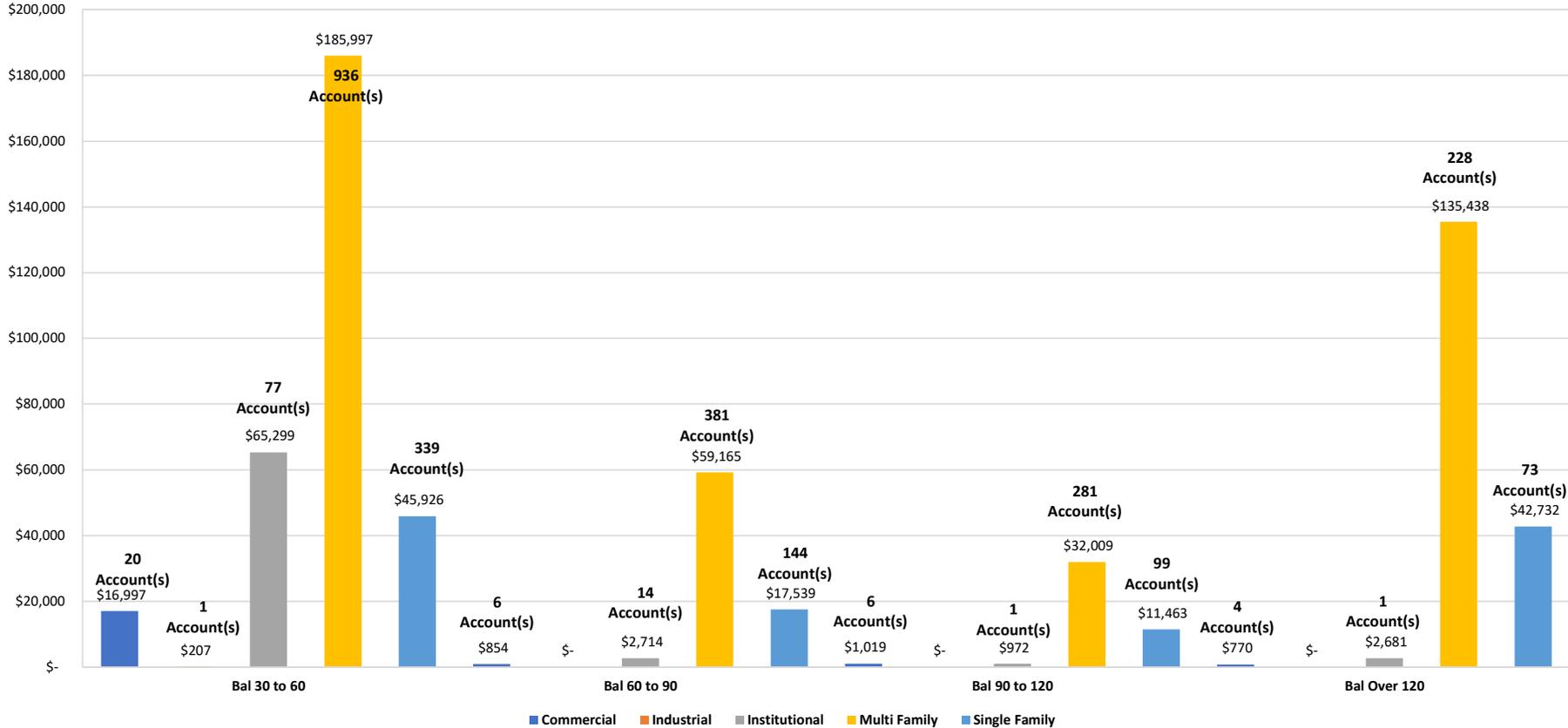
### Ord Community Monthly Sewer Customer Payments June 2021 - June 2022



## Unpaid Balances by ST Category (Marina) as of June 30, 2022



### Unpaid Balances by ST Category (Ord Community ) as of June 30, 2022



**Marina Coast Water District  
Staff Report**

**Agenda Item:** 8-G

**Meeting Date:** July 18, 2022

**Prepared By:** Patrick Breen

**Approved By:** Remleh Scherzinger

**Agenda Title:** 2nd Quarter 2022 District Water Consumption Report

**Summary:** The Board of Directors is requested to receive the 2nd 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 historic average precipitation for the second quarter of 2022 is 1.61” inches. Unfortunately, the second quarter of 2022 continued to be very dry with only a few days of heavy fog and essentially no precipitation. Overall, only 0.60” of an inch of rainfall was measured during the quarter, and all of that came in early April. During the whole Rain Year (July 1<sup>st</sup> to June 30<sup>th</sup>) 11.09” inches of rain was measured. This is 74% of the historical average of 14.98”.
- The measured evapotranspiration (ET) rate for the second quarter in South Salinas was 19.96” inches. Lots of clear weather and La Nina winds lifted the quarterly ET measurement 3.24” inches above the historic average measurement of 16.72” inches. This is 19% higher than the historical average.



# Marina Coast Water District

## 10 Year Annual Consumption as of June 30, 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 06/30/2022 2022 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
<b>Boundary: Central Marina</b>													
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	677.05			
East Ridge	11.03	10.15	8.16	7.92	8.04	8.18	9.30	8.92	8.14	3.91			
MarinaConstruction	-	-	-	-	-	-	3.33	0.14	0.24	1.59			
MB Estates II	14.48	12.27	9.74	9.40	9.61	10.66	9.10	10.17	9.55	5.24			
MB Estates III	4.47	3.86	3.17	2.73	2.95	3.46	4.00	4.20	3.79	2.12			
Sea Breeze	11.24	10.27	9.02	8.81	8.80	8.91	7.92	8.87	9.83	5.28			
<b>Total Central Marina</b>	<b>1,737.50</b>	<b>1,636.13</b>	<b>1,419.05</b>	<b>1,356.32</b>	<b>1,379.34</b>	<b>1,432.12</b>	<b>1,348.83</b>	<b>1,434.69</b>	<b>1,375.36</b>	<b>695.20</b>			
<b>Boundary: FOArmy</b>													
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	8.15			
Fitch Park	80.05	66.31	60.20	56.96	97.06	101.43	102.71	105.04	96.03	48.76			
Hayes Park	77.32	71.18	53.40	46.78	53.23	59.12	53.65	51.37	49.65	23.10			
Marshall Park	-	-	-	-	5.66	56.31	59.42	56.48	56.84	29.15			
Ord Kidney	104.17	80.47	71.44	70.02	70.14	83.27	108.33	128.11	116.49	54.54			
Stilwell Park	44.01	28.44	33.74	23.91	21.47	32.05	50.20	45.78	44.89	26.66			
<b>Total FOArmy</b>	<b>710.07</b>	<b>470.00</b>	<b>443.97</b>	<b>447.35</b>	<b>463.01</b>	<b>410.93</b>	<b>411.55</b>	<b>409.47</b>	<b>382.64</b>	<b>190.36</b>	<b>1,577.00</b>	<b>394.25</b>	<b>48.28%</b>
<b>Boundary: FOCOUNTY</b>													
County	9.75	3.00	3.17	5.40	8.78	4.91	5.01	1.04	2.10	1.23			
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	99.41			
<b>Total FOCOUNTY</b>	<b>15.89</b>	<b>38.21</b>	<b>74.78</b>	<b>72.00</b>	<b>145.68</b>	<b>181.32</b>	<b>207.20</b>	<b>226.62</b>	<b>221.50</b>	<b>100.63</b>	<b>710.00</b>	<b>177.50</b>	<b>56.69%</b>
<b>Boundary: FOCSUMB</b>													
CSUMB	176.63	152.68	104.04	97.61	128.61	130.90	113.71	86.87	117.16	78.29			
Frederick Park	93.21	63.02	65.91	67.34	63.52	56.50	42.83	30.22	32.67	19.56			
Schoonover I	123.49	105.32	102.44	97.96	98.39	103.86	99.17	101.81	94.37	40.08			
Schoonover II	32.10	23.92	20.69	20.15	23.84	26.73	21.77	23.47	20.61	9.23			
<b>Total FOCSUMB</b>	<b>425.43</b>	<b>344.95</b>	<b>293.08</b>	<b>283.06</b>	<b>314.36</b>	<b>317.98</b>	<b>277.48</b>	<b>242.37</b>	<b>264.81</b>	<b>147.17</b>	<b>1,035.00</b>	<b>258.75</b>	<b>56.88%</b>



# Marina Coast Water District

## 10 Year Annual Consumption as of June 30, 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 06/30/2022 2022 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
<b>Boundary: FOMarina</b>													
Abrams HAuthor	12.14	8.98	8.39	9.43	10.77	12.02	5.90	7.16	5.09	1.58			
Abrams Interim	5.42	4.92	3.89	3.75	4.12	4.56	3.43	5.15	4.74	2.28			
Abrams Park	56.35	56.92	44.20	39.54	50.91	54.50	52.45	47.92	45.30	20.80			
Dunes CHOMP	7.14	9.12	8.58	6.77	5.41	6.88	6.42	3.51	4.28	2.92			
Dunes Comm	16.81	14.28	12.71	14.06	30.12	32.89	30.66	25.43	30.53	18.23			
Dunes on MB Res	-	0.10	4.69	24.69	45.20	64.16	64.39	79.30	83.14	41.26			
Dunes UV Apts	9.13	28.85	33.97	20.23	23.56	23.86	23.85	20.72	23.60	10.44			
Dunes UVSpecPlan	5.06	3.52	1.98	2.45	3.24	2.25	1.34	0.88	0.71	0.46			
Dunes VA DOD	-	-	-	0.09	5.42	2.08	2.61	2.25	1.92	0.83			
Imjin Office Park	1.28	1.60	2.03	4.89	4.61	2.47	7.93	9.09	7.69	4.26			
Marina	17.81	13.80	16.99	31.61	31.54	33.71	33.89	21.60	23.69	19.12			
MarinaAirport	4.08	2.75	2.30	2.03	2.77	7.50	3.45	6.24	4.87	2.21			
MarinaConstruction	16.55	35.13	25.33	39.64	42.83	25.28	35.63	68.54	54.52	33.60			
MarinaRecreation	-	-	-	-	0.05	-	-	-	-	-			
Preston Park	101.17	83.30	51.93	51.63	56.29	61.31	55.97	66.12	63.13	29.73			
Preston Shelter	6.63	5.85	5.43	6.63	5.83	5.92	5.06	4.16	7.25	4.01			
School	4.26	3.34	4.54	1.93	1.95	2.27	2.72	2.64	1.44	0.89			
SeaHaven	13.61	7.49	7.34	10.02	23.37	37.67	61.92	75.21	74.77	48.94			
<b>Total FOMarina</b>	<b>277.44</b>	<b>279.97</b>	<b>234.28</b>	<b>269.40</b>	<b>348.00</b>	<b>379.34</b>	<b>397.62</b>	<b>445.91</b>	<b>436.66</b>	<b>241.55</b>	<b>1,325.00</b>	<b>331.25</b>	<b>72.92%</b>
<b>Boundary: FOSeaside</b>													
Bay View	91.10	79.48	44.24	46.43	57.97	51.60	46.94	57.50	56.77	45.63			
GolfCourse	457.47	524.88	139.06	1.18	1.11	1.16	0.19	0.15	51.52	8.01			
Marina Coast Water District	-	-	-	-	-	-	0.04	0.08	0.82	0.92			
School	102.72	39.80	50.02	48.91	30.95	43.57	44.06	58.89	71.24	28.06			
Seaside	5.65	4.17	3.91	7.08	5.97	8.06	2.24	3.21	6.51	3.39			
Seaside Resort	0.45	0.63	0.51	0.89	0.98	1.23	1.21	1.89	1.15	0.61			
Seaside Soper	11.38	12.70	9.58	9.30	8.50	9.12	8.13	11.04	7.94	5.15			
SeasideConstruction	10.00	11.39	18.86	14.39	13.41	13.65	8.64	9.64	35.60	4.93			
SeasideHighland	158.76	134.27	123.69	109.28	114.89	126.20	116.47	134.89	125.56	58.52			
Sun Bay	64.40	44.95	48.70	57.89	58.66	59.44	59.13	61.21	51.80	24.16			
The Enclave at Cypress Grov	-	-	-	-	-	-	-	-	-	0.27			
<b>Total FOSeaside</b>	<b>901.94</b>	<b>852.27</b>	<b>438.57</b>	<b>295.35</b>	<b>292.44</b>	<b>314.02</b>	<b>287.04</b>	<b>338.50</b>	<b>408.93</b>	<b>179.65</b>	<b>1,012.50</b>	<b>253.13</b>	<b>70.97%</b>



# Marina Coast Water District

## 10 Year Annual Consumption as of June 30, 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 06/30/2022 2022 Consumption	Water Allocation	3 months Water Allocation	% of Allocation Used
Boundary: FOUOMBES													
UCMBest	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	0.38			
Total FOUOMBES	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	0.38	230.00	57.50	0.66%
<b>Total Ord Community</b>	<b>2,332.06</b>	<b>1,986.51</b>	<b>1,485.61</b>	<b>1,367.91</b>	<b>1,564.79</b>	<b>1,605.39</b>	<b>1,581.99</b>	<b>1,663.59</b>	<b>1,715.62</b>	<b>859.74</b>	<b>5,889.50</b>	<b>1,414.88</b>	<b>60.76%</b>
Grand Total	<b>4,069.56</b>	<b>3,622.64</b>	<b>2,904.66</b>	<b>2,724.23</b>	<b>2,944.13</b>	<b>3,037.52</b>	<b>2,930.82</b>	<b>3,098.29</b>	<b>3,090.98</b>	<b>1,554.93</b>			

# Marina Coast Water District

## 2022 vs. 2021 Consumption Variance as of 06 30, 2022

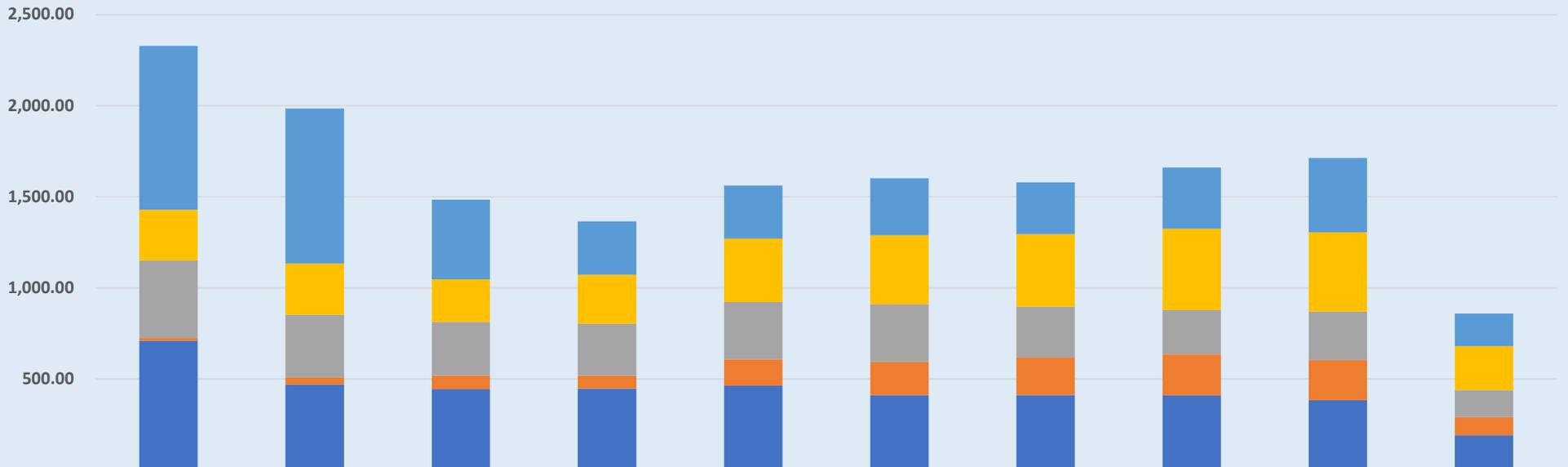
Subdivision	As of		2022 vs. 2021	%	Explanation
	As of 06/30/22 Consumption	06/30/21 Consumption			
East Ridge	3.91	3.64	0.27	7.4%	Higher use in 2022 than 2021 but in line with 2020 use
Army	8.15	9.69	(1.54)	-15.9%	Staff to investigate
Fitch Park	48.76	45.47	3.29	7.2%	Higher use in 2022 than 2021 but in line with 2020 use
Hayes Park	23.10	22.84	0.26	1.1%	Higher use in 2022 than 2021 but in line with 2020 use
Marshall Park	29.14	28.65	0.49	1.7%	Higher use in 2022 than 2021 but in line with 2020 use
Ord Kidney	54.54	47.99	6.55	13.7%	Staff to investigate
Stilwell Park	26.66	22.65	4.01	17.7%	Higher use in 2022 than 2021 but in line with 2020 use
County	1.23	0.40	0.83	207.5%	Due to ending of COVID-19 closure
EastGarrison	99.29	101.43	(2.14)	-2.1%	Due to ending of COVID-19 closure
CSUMB	78.29	45.08	33.21	73.7%	Due to ending of COVID-19 closure
Frederick Park	19.56	14.74	4.82	32.7%	Due to ending of COVID-19 closure
Schoonover I	40.08	45.21	(5.13)	-11.3%	Varies depending on occupancy
Schoonover II	9.23	9.59	(0.36)	-3.8%	Varies depending on occupancy
Abrams HAuthor	1.58	2.27	(0.68)	-30.1%	Varies depending on occupancy
Abrams Interim	2.28	2.57	(0.28)	-11.1%	Varies depending on occupancy
Abrams Park	20.80	21.12	(0.32)	-1.5%	Staff to investigate
Dunes CHOMP	2.92	1.23	1.69	137.4%	Due to ending of COVID-19 closure
Dunes Comm	18.23	14.40	3.83	26.6%	Due to ending of COVID-19 closure
Dunes on MB Res	41.24	35.96	5.28	14.7%	Increase due to development
Dunes UV Apts	10.44	9.10	1.33	14.6%	Higher use in 2022 than 2021 but in line with 2020 use
Dunes UVSpecPlan	0.46	0.34	0.12	34.9%	Due to ending of COVID-19 closure
Dunes VA DOD	0.83	0.76	0.07	8.7%	Due to ending of COVID-19 closure
Imjin Office Park	4.26	3.57	0.68	19.1%	Due to ending of COVID-19 closure of BLM & Carpenter's
Marina	19.12	8.25	10.86	131.6%	Due to ending of COVID-19 closure
MarinaAirport	2.21	2.27	(0.06)	-2.5%	Amount varies with construction activity
MarinaConstruction	33.60	25.21	8.39	33.3%	Amount varies with construction activity
Preston Park	29.72	31.64	(1.92)	-6.1%	Staff to investigate
Preston Shelter	4.01	3.36	0.65	19.5%	Varies depending on occupancy
School	0.89	0.36	0.53	149.7%	Due to ending of COVID-19 closure
SeaHaven	48.94	32.95	15.99	48.5%	Increase due to development
Bay View	45.63	29.07	16.55	56.9%	Less use in 2022 than 2021 but in line with 2020 use
GolfCourse	8.01	0.05	7.96	16514.3%	Staff to investigate
Marina Coast Water District	0.92	0.14	0.78	548.4%	Blackhorse Reservoir Usage increase from 2021
School	28.06	30.74	(2.67)	-8.7%	Due to ending of COVID-19 closure
Seaside	3.39	3.24	0.15	4.6%	Varies depending on occupancy
Seaside Resort	0.61	0.49	0.12	25.5%	Staff to investigate
Seaside Soper	5.15	3.65	1.49	40.9%	Increased Irrigation and Park use
SeasideConstruction	4.93	19.76	(14.83)	-75.1%	Amount varies with construction activity
SeasideHighland	58.52	58.91	(0.39)	-0.7%	Staff to investigate
Sun Bay	24.16	26.98	(2.83)	-10.5%	Varies depending on occupancy
UCMBest	0.38	0.46	(0.08)	-17.4%	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 06/30/2022
■ 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	695.20
■ 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	859.74

### 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 06/30/2022
FOUCMBES	1.29	1.11	0.94	0.75	1.30	1.80	1.10	0.73	1.07	0.38
FOSeaside	901.94	852.27	438.57	295.35	292.44	314.02	287.04	338.50	408.93	179.65
FOMarina	277.44	279.97	234.28	269.40	348.00	379.34	397.62	445.91	436.66	241.55
FOCSUMB	425.43	344.95	293.08	283.06	314.36	317.98	277.48	242.37	264.81	147.17
FOCounty	15.89	38.21	74.78	72.00	145.68	181.32	207.20	226.62	221.50	100.63
FOArmy	710.07	470.00	443.97	447.35	463.01	410.93	411.55	409.47	382.64	190.36

**Marina Coast Water District  
Staff Report**

**Agenda Item:** 8-H

**Meeting Date:** July 18, 2022

**Prepared By:** Remleh Scherzinger

**Approved By:** Remleh Scherzinger

**Agenda Title:** 2022 Sewer Flow Report for Quarter Ended June 30, 2022

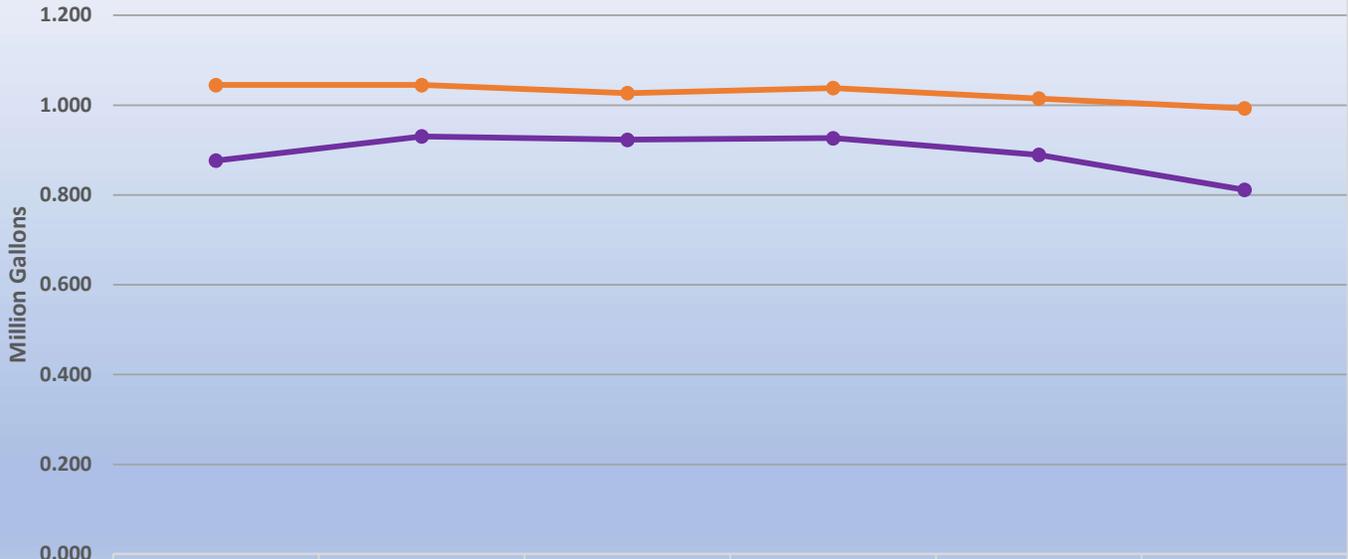
**Summary:** The Board is requested to receive the 2022 Sewer Flow Report for the 2nd quarter of 2022 ended June 30, 2022. This staff report includes tracking information on sewer flows through the Monterey One Water Agency's (M1W) Fort Ord and Marina pump stations.

M1W provides flow data for the Marina Pump Station monthly through an automated report. Central Marina sanitary sewer flows for the quarter ended June 30, 2022, were 92.370 million gallons or 283.473 Acre Feet (AF) which yielded an average daily sewer flow of 1.015 million-gallons-per-day (MGD) or 3.741 AF per day.

The Ord Community's sanitary sewer flow to the M1W interceptor system is measured by a District flume structure located adjacent to the retired Main Garrison wastewater treatment plant. M1W also provides the flow data for the District flume through an automated report. The Ord Community sanitary sewer flows for the quarter ended June 30, 2022, was 79.690 million gallons or 244.560 AF, which yielded an average daily sewer flow of 0.876 MGD or 3.228 AF per day.

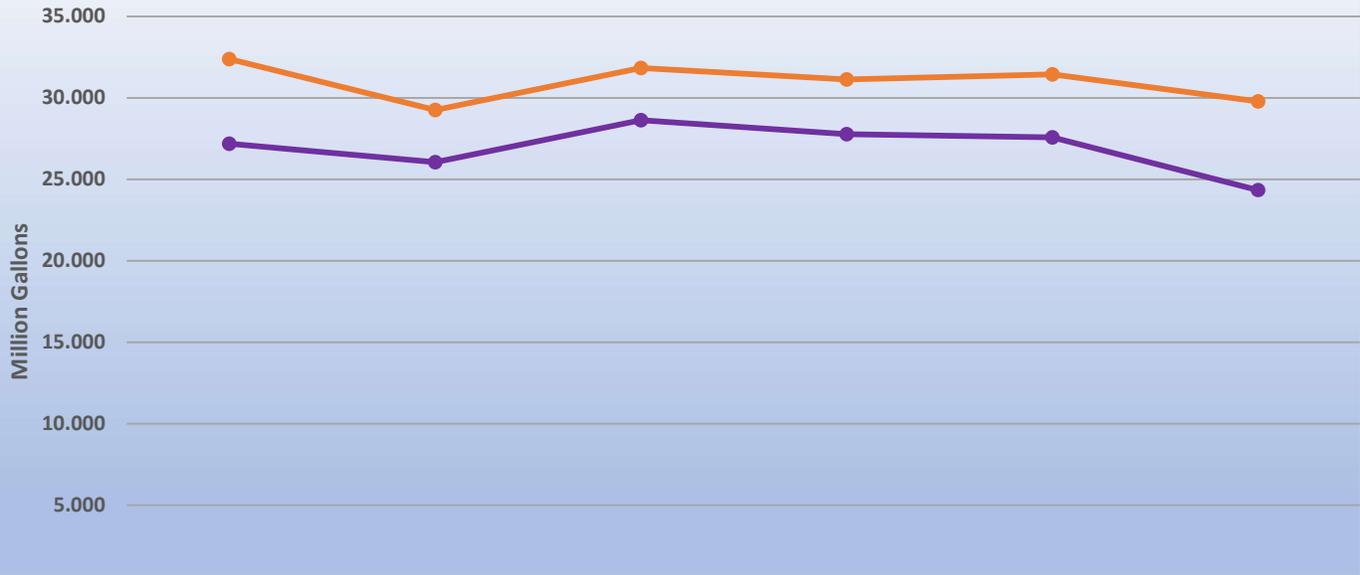
This staff report also includes charts for January – June 2022 average daily flows and total flows in million gallons by month.

### MCWD 2022 Average Daily Sewer Flows by Month



	JAN	FEB	MAR	APR	MAY	JUN
ORD COMMUNITY	0.877	0.930	0.923	0.926	0.889	0.811
CENTRAL MARINA	1.045	1.045	1.027	1.038	1.015	0.993

### MCWD 2022 Total Sewer Flows by Month



	JAN	FEB	MAR	APR	MAY	JUN
ORD COMMUNITY	27.180	26.050	28.620	27.780	27.570	24.340
CENTRAL MARINA	32.380	29.260	31.830	31.140	31.450	29.780

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-I

**Meeting Date:** July 18, 2022

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger

**Agenda Title:** Adopt Resolution No. 2022-35 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. 2022-35 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 June 20, 2022, the Board adopted Resolution No. 2022-26 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. 2022-35.

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

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Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

July 18, 2022

Resolution No. 2022 - 35  
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 July 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 July 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. 2022-35 adopted July 18, 2022.

\_\_\_\_\_  
Remleh Scherzinger, Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 9-A

**Meeting Date:** July 18, 2022

**Prepared By:** Derek Cray

**Approved By:** Remleh Scherzinger

**Agenda Title:** Adopt Resolution No. 2022-36 for the Purchase of Two New Service Trucks from National Auto Fleet Group for the Operations and Maintenance Department; and Amend the FY 2022-2023 Budget

**Staff Recommendation:** The Board of Directors to accept the proposal for two new F-650 service trucks in the amount not-to-exceed of \$390,915.90 from National Auto Fleet Group and amend the budget to use \$30,915.90 from reserves to cover the difference from the budgeted amount and authorize the General Manager to sign all the necessary documents.

**Background:** *Strategic Plan, Goal No. 2.0* – provide high-quality water (potable water and recycled water) distribution systems and an efficiently operating wastewater collection system to serve existing and future customers.

The Marina Coast Water District (District) operates the water, wastewater, and recycled water for Central Marina and the Ord Communities. The Operations and Maintenance department performs maintenance and repair on approximately 215 miles of water main, 5,480 water main isolation valves, 1,664 fire hydrants, 9,500 service lateral lines, 155 miles of sewer main, 2,739 manholes, 44 sewer submersible pumps, and many more miscellaneous appurtenances to make both systems work.

**Discussion/Analysis:** The District's Operations and Maintenance department has historically maintained all its assets using pickup trucks. This is a very inefficient way to perform maintenance and repairs on the water and sewer system, making responding to emergencies difficult and increasing the overall response time. Also, continuously loading and unloading parts, tools, and equipment increase the chances of a potential accident on an Operator as they are constantly climbing in and out of pickup trucks that are not designed to take on the role of a full-service vehicle.

Therefore, staff reviewed several options for service trucks and came up with a design that would be appropriate for work on the water and sewer systems. Staff recommends a large chassis equipped with a box utility bed, auto crane, compressor, pipe rack, tool trays, compartments, and large enough to tow the District's skid steer and mini excavator. After analysis, it was determined an F-550 or larger chassis would be required to handle the payload and towing capacity for the above.

Staff initially sought out proposals for an F-550 chassis; however, these are currently unavailable, and at the current estimates by Ford, they would not be released for purchase until late 2022 with build dates and shipping December 2023 at the earliest. Therefore, if the District was able to acquire the limited build of an F-550, it would not see the truck most likely until mid-to-late 2024 if everything aligned correctly.

Staff then reviewed other options and found the same issue with other manufacturers of similar size chassis. However, within the search for chassis, staff found a previous order for two F-650's,

that a customer withdrew from. These two chassis are identical and have been built and are within the spec of the District's needs. These F-650's would have a larger payload and towing capacity, yet still, an appropriate footprint to fit the department's needs. The larger chassis also benefits the District, by allowing a larger capacity crane to be installed. This large capacity crane will allow staff to safely set manholes, hydrants, large diameter main valves, pull sewage pumps, and set plates, all with the ability of a 30' reach.

With the additional payload capacity, staff will be able to carry large items such as 12" water or sewer pipe, manhole barrels, hydrants, and appurtenances without having to utilize an outside company to deliver or make multiple trips in the dump truck. Another benefit to the larger chassis is that the District will have the ability to tow the backhoe to job sites instead of driving it from place-to-place saving on wear and tear on the vehicle. As the District's service area is large and expanding, getting the backhoe to the outer reaches is time-consuming and can be a safety hazard for staff and the public. Because of the weight of the backhoe, an F-650 chassis or larger would be required to safely tow the District's backhoe.

As these are stock units, the units could be immediately freighted over to the upfitter to install the utility bed, crane, air compressor, and other accessories. Upon receipt of a purchase order, the estimated completion time would be approximately three months for the units, thus allowing the District to receive them within this calendar year.

Therefore, a proposal under Sourcewell was sought out from National Auto Fleet Group for the two-stock chassis with an upfit from Scelzi Auto Body. The District has purchased from National Auto Fleet prior, as well as Scelzi Auto Body. Staff has been pleased with the quality and response of both vendors. The District has been a member of Sourcewell since 2013, an intergovernmental purchasing program. This purchase would meet all competitive bidding requirements for the District.

As chassis are not readily available, staff recommends the Board approve the purchase so that a purchase order can be given immediately. A total of \$360,000 was budgeted this fiscal year to purchase two service trucks. However, with the increase in the chassis coupled with the overall rising cost of material, there is a shortfall of \$30,915.90 from the approved budgeted amount. However, with the continued swift rising cost of materials and the overall cost of fleet increasing, staff recommend the Board amend the budget to approve the use of Capital Equipment Reserves to cover the shortfall. Any potential longer wait would most likely accrue additional cost because of the ongoing supply chain issues.

**Environmental Review Compliance:** None required.

**Climate Adaptation:** While the additional two service trucks will add to the total fleet, each vehicle will replace the need for approximately three pickup trucks to be driven to each job site. This is because the service trucks will have all the equipment and material on them. If you factor in the low-millage use of the vehicles and reduce similar miles by our pickup trucks, this will lead to an approximate reduction in CO2 of about six metric tons per year. Both vehicles have diesel exhaust scrubbers and meet California Air Resource Control Board standards. These vehicles will primarily be used for emergencies, and repairs, so they will have much lower millage use than comparable District heavy-duty fleets, such as the Vactor or Jetter. Lastly, staff reviewed options for a heavy-duty electric vehicle, and currently, there are no stock manufacturer electric options for large chassis. The only possible option would be to convert the vehicle through a third party, but the cost associated with that is nearly \$100,000 per vehicle and would delay the vehicle several years, as they are only converting F-550 chassis, which are unavailable.

**Financial Impact:**  Yes  No **Funding Source/Recap:** \$360,000 was budgeted for this fiscal year for the purchase of two service trucks. The additional \$30,915.90 would come from the Capital Equipment Reserves. The funding breakdown for each cost center per truck is below:

**Water Service Truck**

	Marina Water	Ord Water	Total
<b>Budgeted</b>	\$52,200.00	\$127,800.00	\$180,000.00
<b>Reserves</b>	\$4,482.81	\$10,975.14	\$15,457.95
<b>Grand Total</b>	\$56,682.81	\$138,775.14	\$195,457.95

**Sewer Service Truck**

	Marina Sewer	Ord Sewer	Total
<b>Budgeted</b>	\$52,200.00	\$127,800.00	\$180,000.00
<b>Reserves</b>	\$4,482.81	\$10,975.14	\$15,457.95
<b>Grand Total</b>	\$56,682.81	\$138,775.14	\$195,457.95

The approximate Capital Equipment Reserves as of July 13, 2022, for each cost center, are:

Projected Reserve Balance as of 07-13-2022

Cost Center	Amount
Marina Water	\$1,575,323.00
Marina Sewer	\$402,561.00
Ord Water	\$567,327.00
Ord Sewer	\$262,838.00

**Other Considerations:** None

**Material Included for Information/Consideration:** Resolution No. 2022-36; a copy of the Sourcewell Service Truck proposals; and, images of a similar build of a service truck.

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

Board Action

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

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

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

July 18, 2022

Resolution No. 2022 - 36  
Resolution of the Board of Directors  
Marina Coast Water District

Authorizing the Purchase of Two New Service Trucks from National Auto Fleet Group for the Operations and Maintenance Department; and Amending the FY 2022-2023 Budget

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

WHEREAS, the District's Operations and Maintenance Department maintains all of the District's vertical and linear assets related to its water, sewer, and recycled water systems; and,

WHEREAS, service trucks are needed to facilitate efficient and safe maintenance and repairs on the systems; and,

WHEREAS, the District adopted the FY 2022/2023 fiscal budget, which included a budgeted amount of \$360,000 for the purchase of two new service trucks; and,

WHEREAS, there is a severe shortage of vehicle inventory coupled with increased costs due to supply chain issues; and,

WHEREAS, the District has located two new F-650 chassis from National Auto Fleet Group through an unfilled order that would fulfill the needs of the Operations and Maintenance department; and,

WHEREAS, the District received a proposal from National Auto Fleet Group via Sourcewell for the two F-650's in the total amount of \$390,915.90; and,

WHEREAS, the District has been a member of Sourcewell, a government unit that falls under intergovernmental purchasing of the District's procurement policy; and,

WHEREAS, the purchase is not through Federal funds; and,

WHEREAS, due to the large chassis and increase in material cost, there is a shortage of \$30,915.90 from the approved budget; and,

WHEREAS, an amendment to the FY 2022/2023 budget would be required to utilize Capital Equipment Reserve funds to make up the difference; and,

WHEREAS, the District has sufficient reserves to cover the increase of \$30,915.90 from the Capital Equipment Reserves funds.

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

1. Adopt Resolution No. 2022-36 to approve the purchase of two new F-650 service trucks from National Auto fleet Group in a not-to-exceed amount of \$390,915.90.

- Amend the 2022/2023 fiscal year budget to use \$30,915.90 from the Capital Equipment Reserve Funds.

**Water Service Truck**

	<b>Marina Water</b>	<b>Ord Water</b>	<b>Total</b>
<b>Budgeted</b>	\$52,200.00	\$127,800.00	\$180,000.00
<b>Reserves</b>	\$4,482.81	\$10,975.14	\$15,457.95
<b>Grand Total</b>	\$56,682.81	\$138,775.14	\$195,457.95

**Sewer Service Truck**

	<b>Marina Sewer</b>	<b>Ord Sewer</b>	<b>Total</b>
<b>Budgeted</b>	\$52,200.00	\$127,800.00	\$180,000.00
<b>Reserves</b>	\$4,482.81	\$10,975.14	\$15,457.95
<b>Grand Total</b>	\$56,682.81	\$138,775.14	\$195,457.95

- Authorize the General Manager to execute the order and directs the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on July 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. 2022-36 adopted July 18, 2022.

\_\_\_\_\_  
Remleh Scherzinger, Secretary



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

7/6/2022

Mr. Derek Cray

Marina Coast Water District  
2840 4th Avenue  
Marina, CA 93933

Quote ID#2047HD (R1)

&

Quote ID#2048HD (R1)

Dear Derek Cray,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. Two (2) New/Unused:

1. Quote ID#2047HD (R1) (1) 2022 Ford F-650 Diesel (F6D) Reg Cab Base 218" WB 144" CA with Scelzi Quote#247574 Crane Body
2. Quote ID#2048HD (R1) (1) 2022 Ford F-650 Diesel (F6D) Reg Cab Base 218" WB 144" CA with Scelzi Quote#247586 Crane Body

Delivered to your specified location, each for:

	List Price	Contract Price	Discount	Two Units (2)	Savings
Chassis and Option	\$ 74,470.00	\$ 65,265.00	12.00%	\$ 130,530.00	\$ 9,205.00
Scelzi Quote		\$ 112,902.00		\$ 225,804.00	
Tax (9.25%)		\$ 16,480.45		\$ 32,960.90	
CA Tire Fee		\$ 10.50		\$ 21.00	
Delivery		\$ 800.00		\$ 1,600.00	
<b>Total</b>		<b>\$ 195,457.95</b>		<b>\$ 390,915.90</b>	

This vehicle(s) is available under the Sourcwell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

[BEN@NationalAutoFleetGroup.com](mailto:BEN@NationalAutoFleetGroup.com)

Office (855) 289-6572

Fax (831) 480-8497





2286 E. Date Ave.  
 Fresno, CA 93706  
 Phone: 559-237-5541  
 Fax: 559-237-5554  
 www.SEINC.com

# Quotation

247574

Date: 7/1/2022, 12:48:48 PM

User: Uribe, Ruben

**Bill To:** NATIONAL AUTO FLEET GROUP  
 Attn: RODRIGUEZ, BEN  
 490 AUTO CENTER DR.  
 WATSONVILLE, CA 95076  
 1855-289-6572

**Ship To:** MARINA COAST WATER DISTRICT  
 Attn: CRAY, DEREK  
 2840 4TH AVENUE  
 MARINA, CA 93933  
 (831) 883-5903

<b>Quote Date:</b>	06/20/2022	<b>Salesman:</b>	Uribe, Ruben
<b>Expiration Date:</b>	07/20/2022	<b>Ship Via:</b>	SCELZI DROPSHIP
<b>Sales Tax</b>	Exempt @ 0.000%	<b>Terms:</b>	Net 30 w/ PO
		<b>PO Number:</b>	

**Notes:**

MOUNT IN FRESNO  
 PAINT BODY FORD SINGLE STAGE WHITE  
 FUEL TANK UNDER CAB DRIVER'S SIDE

[ UNIT 1 OF 2 ]

\*\*\* REF: WORK ORDER # 247574 & 247586 \*\*\*

\*\*\* SHORTEN EXISTING CA FROM 144" TO 87" \*\*\*

Qty	Part Number	Description	Total	Tax
1	Customer Chassis	2023, FORD, F650, REG CAB, WHITE, DIESEL, DRW 144" CA	\$0.00	
1	SB-CRANE	SCELZI WESTERN CRANE BODY MODEL # WCB-132-96-51-43-V WITH 7000LB CAPACITY RATED TORQUE BOX IN PASSENGER REAR COMPARTMENT	\$106,631.00	
		*** NOTE: STANDARD DROP 5" CRANE BODY ***		
		1EA - FULL HEIGHT 10 GAUGE PERFORATED FRONT BULKHEAD		
		1EA - MANUAL MASTER LOCK SYSTEM TO INCLUDE 60" TALL COMPARTMENTS		
		1EA - SET OF LED ROPE LIGHTING IN COMPARTMENTS WITH SWITCH IN DASH		
		6EA - #TD-60RZN D-RINGS MOUNTED RECESSED IN CARGO FLOOR (3		

EACH) SIDE

2EA - ADJUSTABLE POLE LIGHTS WITH OPTRONICS TLL-57 LED LIGHTS (1EA) SIDE @ FRONT

2EA - OPTRONICS TLL-57 LED LIGHTS (1EA) SIDE @ REAR

1EA - 60" X 34" DRIVER SIDE FRONT COMPARTMENT SET UP FOR ROLLER DRAWER

1EA - SCELZI ROLLER DRAWERS IN DRIVER SIDE FRONT 60" X 34" COMPARTMENT START @ BOTTOM WITH (1EA) 6", (2EA) 4", AND (5EA) 3" WITH ADJUSTABLE SHELF ABOVE

1EA - 10 GAUGE REINFORCEMENT TOP OF BODY DRIVER'S SIDE FOR COMPRESSOR APPLICATION

1EA - 60 CFM HYDRAULIC AIR COMPRESSOR OIL INJECTED ROTARY SCREW WITH 1000% DUTY CYCLE AND INTERGRATED OIL COOLER, DIRECT DRIVEN, MOUNTED TOP OF BODY DRIVER'S SIDE BEHIND 60" COMPARTMENT

1EA - 60" X 34" PASSENGER SIDE FRONT 34" OXY/ACE COMPARTMENT WITH BOTTLE HOLDERS, HOSE SADDLE AND LOUVERS

1EA - BIN BOX MODULE 4" X 4" X 18" BINS WITHOUT DIVIDERS MOUNTED PASSENGER SIDE HORIZONTAL COMPARTMENT - TOTAL OF 27 BINS

1EA - 3/8"x 59' AIR HOSE REEL STEEL CONSTRUCTION WITH HEAVY DUTY BASE AND DUAL ARM SUPPORT MOUNTED IN PASSENGER SIDE REAR 24" COMPARTMENT - PLUMBED TO AIR COMPRESSOR WITH AIR HOSE EXITING PASSENGER REAR END PANEL WITH FAIRLEAD AND BALL STOP

1EA - 7000 LB. RATED CRANE TORQUE BOX PASSENGER SIDE REAR COMPARTMENT

1EA - AUTO CRANE 7000 LB CAPACITY CRANE HC-7X NexStar 4 WIRELESS #477000003, WITH POWER BOOM ELEVATION, POWER HOIST, POWER ROTATION, AND POWER EXTENSION TO 30', 450 DEGREE NON-CONTINUOUS ROTATION, WITH TETHER CABLE

1EA - BOOM REST

1EA - FULL HYDRAULIC UP, DOWN AND OUT OUTRIGGER FOR CURBSIDE MOUNTED CRANE AUTO CRANE #738493000

1EA - PTO, PUMP AND TANK TO RUN HYDRAULICS

1EA - CRANE CERTIFICATION WITH A HORN, HORN BUTTON AND ALL WARNING STICKERS FOR 7000 LB CRANE

1EA - 5 LB FIRE EXTINGUISHER MOUNTED IN REAR 24" COMPARTMENT PASSENGER SIDE

2286 E. Date Ave.  
Fresno, CA 93706  
Phone: 559-237-5541  
Fax: 559-237-5554  
www.SEINC.com

247574

Date: 7/1/2022, 12:48:48 PM

User: Uribe, Ruben

1EA - SPRING REINFORCEMENT BOTH SIDES @ REAR

1EA - 8" TALL FOLD DOWN TAILGATE

1EA - 29" REAR WORK DECK WITH ACCESS DOORS, AND OUTRIGGER CUTOUTS

\*\*\* NOTE: DROP REAR WORK DECK 8" \*\*\*

1EA - CLASS 5 RECEIVER HITCH WITH "NO" INSERT

1EA - 12" X 12" X 1/4" VICE PLATE MOUNTED TOP OF REAR WORK DECK PASSENGER SIDE REAR CORNER

1EA - TRAILER PLUG 7/4 OEM SOCKET

1EA - CABLE STEP DRIVER'S SIDE REAR WITH GRAB HANDLE ON D/S BACK WRAPPER

1EA SPRAY ON POLYUREA APPLIED TO CARGO FLOOR, FRONT BULKHEAD, BACK WRAPPERS, AND BACK SIDE OF TAILGATE

1EA - ROSTRA BACKUP CAMERA #250-8183-HD-10M WITH ROSTRA MIRROR MONITOR #250-8208

1EA - SCELZI SWING DOWN TAMPER HOLDER MOUNTED AT FRONT

\*\*\* REF: CUSTOMER SUPPLIED WACKER NEUSON BS50-2PLUS \*\*\*

3EA- SHOVEL HOLDER MOUNTED PASSENGER SIDE BACK WRAPPER TOWARD REAR

1EA - FREE STANDING CONE HOLDER MOUNTED TOP OF REAR WORK DECK DRIVER'S SIDE

2EA - WHELEN #10NSMA AMBER SUPER L.E.D STROBE LIGHTS MOUNTED IN GRILL WITH (2EA) WHELEN 2GA00FAR ROUND STROBE LIGHTS (1EA) SIDE ON REAR OF BODY WIRED TO SINGLE UPFITTER SWITCH IN CAB

1EA - SHORTEN EXISTING CA FROM 144" TO 87"

1EA - RING STYLE WATER CASK HOLDER MOUNTED DRIVER'S SIDE REAR WITH IGLOO COOLER, 5 GALLON YELLOW

1	LADDER RACK - SB CUSTOM	2" X 3" X .188 WALL FORKLIFT ACCESS SINGLE SIDE MATERIAL RACK, MOUNTED DRIVER'S SIDE - POWDER COATED WHITE	\$0.00
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1EA - TRAFFIC SIGN HOLDER MOUNTED OFF RACK IN CARGO AREA - POWDER COATED WHITE

1	HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	\$45.00
---	-------------------	------------------------------	---------

2286 E. Date Ave.  
 Fresno, CA 93706  
 Phone: 559-237-5541  
 Fax: 559-237-5554  
 www.SEINC.com

# Quotation

247574

Date: 7/1/2022, 12:48:48 PM

User: Uribe, Ruben

1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	\$41.00
1	TRANSPORATION	ONE WAY TO MARINA WATER DISTRICT	\$1,185.00
1	OPTIONS TO THE ABOVE BODY	HYDRUALIC TOOL CIRCUIT WITH CONTROL VALVE, PRESSURE RELIEF VALVE AND TH88050 OMP – ½" X 50' FT TWIN HYDRAULIC HOSE REEL	\$5,000.00

## NOTES:

- 1.) 8 gpm, 2,500 psi
- 2.) Mount reel top of body driver's side

**Sub Total \$112,902.00**
**Sales Tax \$0.00**
**Total \$112,902.00**

## DISCLAIMERS

- TERMS:** Standard terms are Net 10 Days, any deviations need to be in writing before production
- CHASSIS:** Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body  
 Including but not limited to camera installation, erratic turn signal operation, etc
- CHANGES:** Each change after quote is accepted will constitute a \$500.00 fee in addition to the cost of the change  
 No changes will be made to orders 2 weeks prior to production start date
- DRAWINGS:** Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00 fee or more at \$150.00 per hour  
 No changes will be made to drawings 2 weeks prior to production start date
- PAINT:** Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

### **THIS WORK AUTHORIZED BY**

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

### **DATE**

Estimate

Prepared By:

Sales Rep: Uribe, Ruben



2286 E. Date Ave.  
 Fresno, CA 93706  
 Phone: 559-237-5541  
 Fax: 559-237-5554  
 www.SEINC.com

# Quotation

247586

Date: 7/1/2022, 12:49:22 PM

User: Uribe, Ruben

**Bill To:** NATIONAL AUTO FLEET GROUP  
 Attn: RODRIGUEZ, BEN  
 490 AUTO CENTER DR.  
 WATSONVILLE, CA 95076  
 1855-289-6572

**Ship To:** MARINA COAST WATER DISTRICT  
 Attn: CRAY, DEREK  
 2840 4TH AVENUE  
 MARINA, CA 93933  
 (831) 883-5903

<b>Quote Date:</b>	06/21/2022	<b>Salesman:</b>	Uribe, Ruben
<b>Expiration Date:</b>	07/21/2022	<b>Ship Via:</b>	SCELZI DROPSHIP
<b>Sales Tax</b>	Exempt @ 0.000%	<b>Terms:</b>	Net 30 w/ PO
		<b>PO Number:</b>	

**Notes:**

MOUNT IN FRESNO  
 PAINT BODY FORD SINGLE STAGE WHITE  
 FUEL TANK UNDER CAB DRIVER'S SIDE

[ UNIT 2 OF 2 ]

\*\*\* REF: WORK ORDER # 247574 & 247586 \*\*\*

\*\*\* SHORTEN EXISTING CA FROM 144" TO 87" \*\*\*

Qty	Part Number	Description	Total	Tax
1	Customer Chassis	2023, FORD, F650, REG CAB, WHITE, DIESEL, DRW 144" CA		\$0.00
1	SB-CRANE	SCELZI WESTERN CRANE BODY MODEL # WCB-132-96-51-43-V WITH 7000LB CAPACITY RATED TORQUE BOX IN PASSENGER REAR COMPARTMENT	\$106,631.00	
		*** NOTE: STANDARD DROP 5" CRANE BODY ***		
		1EA - FULL HEIGHT 10 GAUGE PERFORATED FRONT BULKHEAD		
		1EA - MANUAL MASTER LOCK SYSTEM TO INCLUDE 60" TALL COMPARTMENTS		
		1EA - SET OF LED ROPE LIGHTING IN COMPARTMENTS WITH SWITCH IN DASH		
		6EA - #TD-60RZN D-RINGS MOUNTED RECESSED IN CARGO FLOOR (3		

EACH) SIDE

2EA - ADJUSTABLE POLE LIGHTS WITH OPTRONICS TLL-57 LED LIGHTS (1EA) SIDE @ FRONT

2EA - OPTRONICS TLL-57 LED LIGHTS (1EA) SIDE @ REAR

1EA - 60" X 34" DRIVER SIDE FRONT COMPARTMENT SET UP FOR ROLLER DRAWER

1EA - SCELZI ROLLER DRAWERS IN DRIVER SIDE FRONT 60" X 34" COMPARTMENT START @ BOTTOM WITH (1EA) 6", (2EA) 4", AND (5EA) 3" WITH ADJUSTABLE SHELF ABOVE

1EA - 10 GAUGE REINFORCEMENT TOP OF BODY DRIVER'S SIDE FOR COMPRESSOR APPLICATION

1EA - 60 CFM HYDRAULIC AIR COMPRESSOR OIL INJECTED ROTARY SCREW WITH 1000% DUTY CYCLE AND INTERGRATED OIL COOLER, DIRECT DRIVEN, MOUNTED TOP OF BODY DRIVER'S SIDE BEHIND 60" COMPARTMENT

1EA - 60" X 34" PASSENGER SIDE FRONT 34" OXY/ACE COMPARTMENT WITH BOTTLE HOLDERS, HOSE SADDLE AND LOUVERS

1EA - BIN BOX MODULE 4" X 4" X 18" BINS WITHOUT DIVIDERS MOUNTED PASSENGER SIDE HORIZONTAL COMPARTMENT - TOTAL OF 27 BINS

1EA - 3/8"x 59' AIR HOSE REEL STEEL CONSTRUCTION WITH HEAVY DUTY BASE AND DUAL ARM SUPPORT MOUNTED IN PASSENGER SIDE REAR 24" COMPARTMENT - PLUMBED TO AIR COMPRESSOR WITH AIR HOSE EXITING PASSENGER REAR END PANEL WITH FAIRLEAD AND BALL STOP

1EA - 7000 LB. RATED CRANE TORQUE BOX PASSENGER SIDE REAR COMPARTMENT

1EA - AUTO CRANE 7000 LB CAPACITY CRANE HC-7X NexStar 4 WIRELESS #477000003, WITH POWER BOOM ELEVATION, POWER HOIST, POWER ROTATION, AND POWER EXTENSION TO 30', 450 DEGREE NON-CONTINUOUS ROTATION, WITH TETHER CABLE

1EA - BOOM REST

1EA - FULL HYDRAULIC UP, DOWN AND OUT OUTRIGGER FOR CURBSIDE MOUNTED CRANE AUTO CRANE #738493000

1EA - PTO, PUMP AND TANK TO RUN HYDRAULICS

1EA - CRANE CERTIFICATION WITH A HORN, HORN BUTTON AND ALL WARNING STICKERS FOR 7000 LB CRANE

1EA - 5 LB FIRE EXTINGUISHER MOUNTED IN REAR 24" COMPARTMENT PASSENGER SIDE

2286 E. Date Ave.  
Fresno, CA 93706  
Phone: 559-237-5541  
Fax: 559-237-5554  
www.SEINC.com

247586

Date: 7/1/2022, 12:49:22 PM

User: Uribe, Ruben

1EA - SPRING REINFORCEMENT BOTH SIDES @ REAR

1EA - 8" TALL FOLD DOWN TAILGATE

1EA - 29" REAR WORK DECK WITH ACCESS DOORS, AND OUTRIGGER CUTOUTS

\*\*\* NOTE: DROP REAR WORK DECK 8" \*\*\*

1EA - CLASS 5 RECEIVER HITCH WITH "NO" INSERT

1EA - 12" X 12" X 1/4" VICE PLATE MOUNTED TOP OF REAR WORK DECK PASSENGER SIDE REAR CORNER

1EA - TRAILER PLUG 7/4 OEM SOCKET

1EA - CABLE STEP DRIVER'S SIDE REAR WITH GRAB HANDLE ON D/S BACK WRAPPER

1EA SPRAY ON POLYUREA APPLIED TO CARGO FLOOR, FRONT BULKHEAD, BACK WRAPPERS, AND BACK SIDE OF TAILGATE

1EA - ROSTRA BACKUP CAMERA #250-8183-HD-10M WITH ROSTRA MIRROR MONITOR #250-8208

1EA - SCELZI SWING DOWN TAMPER HOLDER MOUNTED AT FRONT

\*\*\* REF: CUSTOMER SUPPLIED WACKER NEUSON BS50-2PLUS \*\*\*

3EA- SHOVEL HOLDER MOUNTED PASSENGER SIDE BACK WRAPPER TOWARD REAR

1EA - FREE STANDING CONE HOLDER MOUNTED TOP OF REAR WORK DECK DRIVER'S SIDE

2EA - WHELEN #10NSMA AMBER SUPER L.E.D STROBE LIGHTS MOUNTED IN GRILL WITH (2EA) WHELEN 2GA00FAR ROUND STROBE LIGHTS (1EA) SIDE ON REAR OF BODY WIRED TO SINGLE UPFITTER SWITCH IN CAB

1EA - SHORTEN EXISTING CA FROM 144" TO 87"

1EA - RING STYLE WATER CASK HOLDER MOUNTED DRIVER'S SIDE REAR WITH IGLOO COOLER, 5 GALLON YELLOW

1	LADDER RACK - SB CUSTOM	2" X 3" X .188 WALL FORKLIFT ACCESS SINGLE SIDE MATERIAL RACK, MOUNTED DRIVER'S SIDE - POWDER COATED WHITE	\$0.00
		1EA - TRAFFIC SIGN HOLDER MOUNTED OFF RACK IN CARGO AREA - POWDER COATED WHITE	
1	HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	\$45.00

2286 E. Date Ave.  
 Fresno, CA 93706  
 Phone: 559-237-5541  
 Fax: 559-237-5554  
 www.SEINC.com

# Quotation

247586

Date: 7/1/2022, 12:49:22 PM

User: Uribe, Ruben

1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	\$41.00
1	TRANSPORATION	ONE WAY TO MARINA WATER DISTRICT	\$1,185.00
1	OPTIONS TO THE ABOVE BODY	HYDRUALIC TOOL CIRCUIT WITH CONTROL VALVE, PRESSURE RELIEF VALVE AND TH88050 OMP – ½" X 50' FT TWIN HYDRAULIC HOSE REEL	\$5,000.00

## NOTES:

- 1.) 8 gpm, 2,500 psi
- 2.) Mount reel top of body driver's side

**Sub Total \$112,902.00**
**Sales Tax \$0.00**
**Total \$112,902.00**

### DISCLAIMERS

- TERMS:** Standard terms are Net 10 Days, any deviations need to be in writing before production
- CHASSIS:** Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body  
 Including but not limited to camera installation, erratic turn signal operation, etc
- CHANGES:** Each change after quote is accepted will constitute a \$500.00 fee in addition to the cost of the change  
 No changes will be made to orders 2 weeks prior to production start date
- DRAWINGS:** Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a \$500.00 fee or more at \$150.00 per hour  
 No changes will be made to drawings 2 weeks prior to production start date
- PAINT:** Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

### THIS WORK AUTHORIZED BY

Payment in full on completion of job if credit arrangements have not been made in advance

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

### DATE

Estimate

Prepared By:

Sales Rep: Uribe, Ruben



Prepared by: Jesse Cooper  
05/07/2021

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

## 2022 F-650 Diesel Regular Cab Base (F6D)

Price Level: 215

### As Configured Vehicle

Code	Description	MSRP
<b>Base Vehicle</b>		
F6D	Base Vehicle Price (F6D)	\$69,455.00
<b>Engines</b>		
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM  Includes Engine Exhaust Brake and manual regen capability. Torque: 700 ft.lbs. @ 1500 rpm.  <i>Governed RPM: 3200. Includes CARB clean idle label - may be removed if un-necessary.</i>	STD
425	50-State Emissions	N/C
<b>Transmissions</b>		
44G	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision - Park Pawl determined by Rear Axle Ratio and Tire Size	STD
<b>Front Wheels &amp; Tires</b>		
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole  <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
<b>Rear Wheels &amp; Tires</b>		
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole  <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD

### Brakes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jesse Cooper  
05/07/2021

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

**2022 F-650 Diesel Regular Cab Base (F6D)**

Price Level: 215

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control <i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.</i>	STD
<b>Front Axle and Suspension</b>		
43N	10,000 lb. Cap. Non-Driving - Dana E-1002I - I-Beam Type  WARNING! The selection of this Axle may cause the GVWR to exceed 26,000 lbs., with CDL Implications.	\$685.00
61D	Taper-Leaf Springs, Parabolic - 12,000 lb. Cap <i>2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>	\$305.00
<b>Rear Axle and Suspension</b>		
472	17,500 lb. Single-Speed - Dana S17- 140 <i>Single reduction with Gentech Quiet Gears and 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	STD
68M	Multi-Leaf Springs - 19,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	STD
X5D	5.57 Axle Ratio  PRNDM/RNDM determined by Rear Axle Ratio and Tire Size.	N/C
<b>Wheelbase</b>		
218WB	218" Wheelbase/144" CA/81" AF/338" OAL	\$550.00
<b>Frame</b>		
534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI <i>632,000 RBM. High strength low alloy steel; 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm).</i>	STD
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR	\$120.00
<b>Exhaust</b>		

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Prepared by: Jesse Cooper  
05/07/2021

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

**2022 F-650 Diesel Regular Cab Base (F6D)**

Price Level: 215

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
<b>Fuel Tanks</b>		
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
12	12 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection	\$0.00
<b>Electrical / Alternator / Battery</b>		
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
17M	Back-Up Alarm - Electric, 102 dBA	\$110.00
962	Daytime Running Lamps (Not Configurable)	\$25.00
<b>Seats</b>		
88M	30/70 Air Ride Driver (Integral Air Pump) & Fixed 2-Passenger Bench - Cloth	\$565.00
<b>Cab Interior</b>		
600A	Preferred Equipment Package 600A	N/C

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Prepared by: Jesse Cooper  
05/07/2021

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

**2022 F-650 Diesel Regular Cab Base (F6D)**

Price Level: 215

**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
	<i>Includes:</i> - Bumper, Front - Black, Full Width - Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals - Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals - Manual Regen Initiation - Driver Interface in Message Center - Engine Exhaust Brake - Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5 - Painted Grille - Plastic - Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights - Tow Hooks, Front (2) - Frame-Mounted, Painted Black - Four Body Builder Switches - Mounted in Center Instrument Panel <i>With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.</i> - Floor Covering - Black Vinyl - Intelligent Oil Life Monitor - Steering Column - Tilt / Telescoping - Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls - Body Builder Wiring - At Back of Cab, Combined <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, park lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	
90P	<b>Power Equipment Group - (Included in (90A) Appearance Group)</b>  <i>Includes power front side windows, power door locks and door trim panel.</i>	\$470.00
588	<b>Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth</b>	STD
<b>Cab Exterior</b>		
54H	<b>Mirrors, Dual - Rectangular, XL2020 - 96" Width</b>  <i>Integral spot mirror, sail type, manual fold, solid black finish.</i>	STD
<b>Ship-Thru</b>		
21A	<b>Pre-Delivery Inspection</b>  Selection requires that you also choose either (314) or (31F) or (31V) to have the Inspection performed. Required with any final Ship-To that is not a dealer.	N/C
31F	<b>Ship-Thru - NFS National Fleet Services</b>  MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with NFS (please use CVT Resources for add. Info).	N/C
<b>Miscellaneous</b>		
PAINT	<b>Paint Type - Environmentally Friendly, "3 - Wet System"</b>	STD

**Interior Color**

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Prepared by: Jesse Cooper

05/07/2021

Watsonville Ford | 550 Auto Center Drive Watsonville California | 950763728

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**2022 F-650 Diesel Regular Cab Base (F6D)**

Price Level: 215

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**As Configured Vehicle (cont'd)**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
E_01	Gray	N/C
<b>Exterior Color</b>		
YZ_01	Oxford White	N/C
<b>SUBTOTAL</b>		<b>\$72,375.00</b>
Destination Charge		\$2,095.00
<b>TOTAL</b>		<b>\$74,470.00</b>

---

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**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 9-B

**Meeting Date:** July 18, 2022

**Prepared By:** Brian True  
**Reviewed By:** Patrick Breen

**Approved By:** Remleh Scherzinger

**Agenda Title:** Adopt Resolution No. 2022-37 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and KB Bakewell Seaside II, LLC for the Campus Town Phase 1A Development in Seaside, CA

**Staff Recommendation:** The Board of Directors adopt Resolution No. 2022-37 approving a Water, Sewer, and Recycled Water Infrastructure Agreement between the Marina Coast Water District and KB Bakewell Seaside II, LLC for the Campus Town Phase 1A 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 KB Bakewell Seaside II, LLC (Developer) for the Campus Town Phase 1A development project. The attached Infrastructure Agreement is based upon the most recent board-approved (February 2022) format used for other development groups within the MCWD service area.

The Seaside Resort development is a fully entitled development located on former Fort Ord lands within the land use jurisdiction of the City of Seaside. KB Bakewell Seaside II, LLC is the owner and developer of the property. The Campus Town Phase 1A development consists of the new construction of the underground utilities, roadways, and other infrastructure and appurtenances for a portion of the overall Campus Town Specific Plan area. Phase 1A of the Campus Town development is best depicted by Exhibit C of the included Infrastructure Agreement and is broadly bounded by the Army’s Commissary parcel on the south, 1st Avenue on the west, Lighfighter Drive on the north, and General Jim Moore Boulevard on the east.

The proposed land-uses for Campus Town Phase 1A are residential with approximately 3.8-acres of landscaped area. Exhibit A within the attached Infrastructure Agreement includes a worksheet (based on MCWD Water Code Appendix C) that provides a break-down of the types of residential units proposed; there are 241-units proposed in Phase 1A.

The Campus Town Specific Plan area has been allocated of 180.6-AFY of potable water and 45.83-AFY of recycled water (see Exhibit A of the Infrastructure Agreement) from the City of Seaside’s former Fort Ord water supply. This Infrastructure Agreement for Campus Town Phase 1A will designate as allocated 59.12-AFY of potable water and 8.25-AFY of recycled water (see the Exhibit A worksheet based on MCWD Water Code Appendix C). This project phase will install publicly-owned (by MCWD) recycled water facilities that would serve the Phase 1A site.

The new infrastructure transferred to MCWD will be constructed within the public right-of-way, public utility easements, or within easements provided to MCWD by the Developer via the United States Army. The infrastructure includes PVC potable water pipelines, PVC recycled water pipelines, PVC gravity sewer pipelines, and associated sewer manholes, water valves, and other appurtenances.

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

**Climate Adaptation:** Not applicable.

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

**Material Included for Information/Consideration:** Resolution No. 2022-37; and, Infrastructure Agreement, including Exhibits A through D.

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

---

Board Action

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

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

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

July 18, 2022

Resolution No. 2022 - 37  
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 KB Bakewell Seaside II, LLC  
for the Campus Town Phase 1A Development in Marina, CA

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

WHEREAS, KB Bakewell Seaside II, LLC (Developer) has coordinated with the District on their Campus Town Phase 1A development, consisting of new construction and related infrastructure, within the City of Seaside portion of the Ord Community; and,

WHEREAS, the City of Seaside has allocated a portion of its former Fort Ord water supply allocation for the Developer’s use in developing the Campus Town Phase 1A 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. authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure Agreement between MCWD and KB Bakewell Seaside II, LLC, for their Campus Town Phase 1A development; and,
2. to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED July 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. 2022-37 adopted July 18, 2022.

---

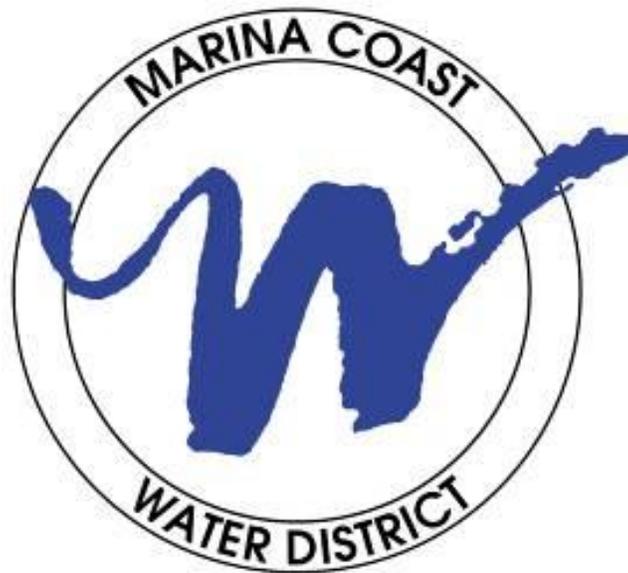
Remleh Scherzinger, Secretary

# **MARINA COAST WATER DISTRICT**

## **Water, Sewer and Recycled Water Infrastructure Agreement**

**for**

**Campus Town Phase 1A**



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 \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_ (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and KB Bakewell Seaside II, LLC, a Delaware limited liability company, with its principal offices at 5000 Executive Parkway, Suite 125, San Ramon, CA 94583 hereinafter called the "Developer" (collectively, the “parties”). The name of the Developer’s development that is the subject of this Agreement is Campus Town Phase 1A.

## 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 Seaside and/or the appropriate Agency of Land Use Jurisdiction.

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

d. “Development” means that certain property located at the southwest corner of the intersection of Lightfighter Drive and General Jim Moore Boulevard in Seaside, CA 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 a City-approved allocation of potable water and recycled water capacities exists. In accordance with the foregoing, Developer has provided District with the City's Resolution 22-87. Developer acknowledges that District is under no obligation to provide any water capacity in excess of the amount set forth in, or determined by, Resolution No. 22-87. The Assigned Water Use Rates published as Appendix C in the MCWD Water Code Ordinance shall be the basis for calculating the Development's water demand. Based on the Developer's current estimation of land uses and the application of Appendix C (included within Exhibit A), this specific phase of Development is allocated 59.12-AFY of potable water and 8.25-AFY of recycled water.

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) on August 18, 2025 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 Ord Community capacity charges, effective July 1, 2022, for water and sewer services are \$13,125 per EDU and \$3,375 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 owners 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; and
- (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-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

## 20. Assignment

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

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

## 21. Dispute Resolution Procedure

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

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

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

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

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

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

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

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

Unless the arbitrator selects another set of rules, the arbitration shall be conducted under the J.A.M.S. Endispute Streamlined Arbitration Rules and Procedures, but not necessarily under the

auspices of J.A.M.S. Upon mutual agreement, the parties may agree to arbitrate under an alternative scheme or statute. The Arbitrator may award damages according to proof. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

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

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

MCWD's INITIALS \_\_\_\_\_ '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:** KB Bakewell Seaside II, LLC  
**Attn: Jeffrey McMullen**  
5000 Executive Parkway, Suite 125  
San Ramon, CA 94583

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

## 24. Severability

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

## 25. Paragraph Headings

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

## 26. Successors and Assignees

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

## 27. Integrated Agreement

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

## 28. Negotiated Agreement

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

## 29. Attorneys' Fees

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

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

## 30. Exhibits

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

in this Agreement by reference.

### 31. Disclaimer/Indemnity Regarding Public Works

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

### 32. No Third-Party Beneficiaries

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

### 33. Compliance with Laws

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

### 34. Counterparts

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

Signature Page

**By: DEVELOPER,**

---

XXXXXXXX, President and CEO  
KB Bakewell Seaside II, LLC  
A Delaware limited liability company

**By DISTRICT**

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Remleh Scherzinger, General Manager  
Marina Coast Water District

# EXHIBIT A

## WATER ALLOCATION DOCUMENTATION

**RESOLUTION NO. 22-87**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**EXTENDING 180.6 ACRE FEET ALLOCATION OF WATER AND 45.83 RECYCLED WATER PER YEAR FOR THE KB BAKEWELL SEASIDE VENTURE II RESIDENTIAL AND COMMERCIAL DEVELOPMENT LOCATED WITHIN THE CAMPUS TOWN SPECIFIC PLANNING AREA**

**WHEREAS**, the City of Seaside has entered into a Purchase and Sale Agreement with KB Bakewell Seaside Venture II, LLC to purchase the property within the Campus Town Specific Planning Area and a pre-requisite to closing is the allocation of water to move the project forward; and

**WHEREAS**, on March 5, 2020, the City adopted Resolution 20-05 certifying an Environmental Impact Report, including a water supply assessment that outlines the projected water demand for the entire Campus Town Specific Planning area to be 441.6 acre feet per year (AFY), existing available potable water allocation of 180.6 AFY, imposed mitigation measures to address the water supply issue and identified a long term water supply projects to meet the projected water demand; and

**WHEREAS**, as discussed in the Final EIR Water Master Response, Monterey County Water Resources Agency Agreement No. A-06404, allows the District (successor to the United States) to withdraw up to 6,600 AFY of potable water from the Salinas Valley Groundwater Basin for use in the District's Ord Community service area (also known as the FORA Allocation). Seaside obtained 1,012.5 AFY of the FORA Allocation, of which it has previously sub-allocated 831.9 AFY to other projects, leaving 180.6 AFY of potable water unallocated (Draft EIR page 4.16.-21; Draft EIR Appendix MI Table 5- 2, Final EIR Section 4, Responses 9.11 and 9.19); and

**WHEREAS**, MCWD has signed agreements with Monterey One Water such that MI W will provide MCWD with 600 AFY of advanced treatment water in Phase 1 of that Project, of which 453 AFY of which has been allocated to the City of Seaside (Water Supply Assessment p. 17 and Table 5-1 [Draft EIR Appendix M]);

**WHEREAS**, the water utility district, Marina Coast Water District (MCWD), reviewed and confirmed the projections contained within the Water Supply Assessment (WSA) for the entire Campus Town Specific Planning area; and

**WHEREAS**, the City has begun to implement the water offset projects outlined in the WSA and Mitigation Measure UTIL-1 and has obtained a Court judgment approving the Black Horse Bayonet In Lieu program which could supply up to 450 AFY from reclaimed water (See Final EIR, Water Master Response page 2-7); and

**WHEREAS**, it is the intent of the City to ensure that projects that are in construction or about to be in construction have sufficient water supply on the one hand, while on the other hand requiring the most efficient use of water. It is the intent of the City that landscaping be watered with reclaimed or recycled water when the project is ready to take the water and that water is available. The entire Campus Town Specific Planning area is estimated to demand 45.83 acre feet of recycle water per year. The allocations made herein are subject to full or partial reallocation and recall if the project does not proceed, evidenced by issuance of a grading permit, within a one year period or if the final water usage, as evidenced by June 18, 2030 or upon early termination of the Development Agreement or completion of the project is less than the allocated amount, as evidenced by the payment of capacity fees to Marina Coast Water District; and

**WHEREAS**, the City identified Fort Ord water allocation in the approval documents of 180.6 AFY for the Campus Town project. In addition, the City has approved a series of long term water supply projects to augment the water in the Fort Ord areas, including an In Lieu Water Storage project and other projects utilizing reclaimed or other water savings measures in order to meet the projected water demand for projects located on the former Fort Ord Lands; and

**WHEREAS**, MCWD currently has sufficient water supply to meet the projected water demands associated with the proposed project and will be entering into a water infrastructure and service agreement with the Developer requiring both the construction of new infrastructure and the payment of water and sewer service fees; and

**WHEREAS**, on or about June 17, 2021, the City Council of the City of Seaside passed and adopted Resolution 21-51 allocating 180.6 AFY of water and 45.83 recycled water per year for the KB Bakewell Residential and commercial development located within the Campus Town specific planning area for a non-revocable period of one year through June 18, 2021; and

**WHEREAS**, Marina Coast Water District and KB Bakewell Seaside II have requested that the June 18, 2021 non-revocable period be extended for another year, due to delays in starting the Campus Town project which is now currently estimated to begin grading in Fall 2022; and

**WHEREAS**, on May 5, 2022, the City Council adopted Resolution 22-56 extending such allocation, however, MCWD and KBB Seaside Venture II have requested clarifications in order to harmonize with the construction of infrastructure required for the Campus Town project; and

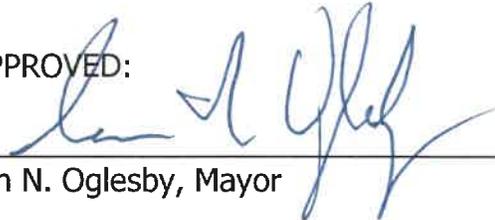
**WHEREAS**, that the Campus Town project was approved on March 5, 2020, its impacts were analyzed in the Campus Town EIR, and that this resolution is an additional implementing action consistent with CEQA Guidelines Section 15378(c). The City further finds that there has been no change to the project or substantial changes in circumstances or new information that would warrant subsequent or supplemental environmental analysis under CEQA.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Seaside hereby rescinds Resolution 22-56 and grants an extension of the one-year construction start period in order to provide more certainty for the residential and business reuse of the property known as the Campus Town within the Campus Town Specific Plan area. The City Council may recall any or all of the allocation that is not utilized for the proposed residential reuse should the project not begin by June 18, 2023, (as evidenced by the issuance of a grading permit). The City may recall and re-allocate potable water allocated herein, as evidenced by payment or lack of payment to Marina Coast Water District for capacity, upon the earlier of June 18, 2030, the termination of the Development Agreement with KB Bakewell Seaside Venture II, LLC, or the completion of the Project by KBB Seaside Venture II, LLC.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Seaside duly held on the 7<sup>th</sup> day of July, 2022, by the following vote:

AYES:  5 COUNCIL MEMBERS *Campbell, Garcia-Arrazola, Oglesby, Pacheco, Wizard*  
NOES:  0 COUNCIL MEMBERS *None*  
ABSENT:  0 COUNCIL MEMBERS *None*  
ABSTAIN:  0 COUNCIL MEMBERS *None*



APPROVED:   
Ian N. Oglesby, Mayor

ATTEST:   
Dominique L. Davis, City Clerk

APPROVED AS TO FORM:   
Sheri L. Damon, City Attorney

**MCWD WATER CODE: APPENDIX C\*****Marina Coast Water District Assigned Water Use Factors for Determining Water Capacity Charges**

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

Type of Use	Basis	Assigned MCWD Water Use Rates By Acre-Ft	Project Quantity (Units)	Total Project Water Use Per Annum by Use (Acre-Ft)
<b>Residential</b>				
Multi Family - Apartment	DU	0.21		0
Apartment (senior complex)	DU	0.12		0
Group Housing (boarding, dormitory, convalescent)	Occupant	0.062		0
Condominium/Townhouse	DU	0.24	42	10.08
Mobile Home	DU	0.21		0
Multi-Family - Duplex to Fourplex	DU	0.24	71	17.04
Single Family 0 < lot < 0.08 acres (13 or more units per acre)	DU	0.25	128	32.00
Single Family 0.08 <= lot < 0.22 acres (5—12 Units/Acre)	DU	0.28		0
Single Family 0.22 <= lot < 0.67 acres (2—4 Units/acre)	DU	0.52		0
Single Family (lot >= 0.67 acres)	acres	0.89		0
Accessory Dwelling Unit < 640 sq. ft.	DU	0.17		0
Accessory Dwelling Unit 641 to 800 sq. ft.	DU	0.21		0
Accessory Dwelling Unit 841 to 1,200 sq. ft.	DU	0.25		0
<b>TOTAL RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT</b>				<b>59.12</b>

Type of Use	Basis	Assigned MCWD Water Use Rates By Acre-Ft	Project Quantity (Units)	Total Project Water Use Per Annum by Use (Acre-Ft)
<b>Non-Residential</b>				
Auto Sales/Repair Shops (Gross Floor Area)	sq. ft.	0.00006		-
Bank	sq. ft.	0.0003		-
Bakery	sq. ft.	0.00027		-
Bar (w/o restaurant)	sq. ft.	0.00023		-
Beauty shop/barber shop	stations	0.05		-
Car Wash w/ recycle	sq. ft.	× *		-
Child Care	sq. ft.	0.0061		-
Dry Cleaners (onsite cleaning)	sq. ft.	0.0004		-
Gas Station (w/o minimart or restaurant)	pumps	0.1051		-
Gym, Health Club (w/o aquatics)	sq. ft.	0.00012		-
Hotel/Motel/Bed & Breakfast (Guest room portion only)	units	0.11		-
Laundromat (self-serve)	washers	0.202		-
Laundry - Commercial	sq. ft.	× *		-
Office - General (nonmedical, includes chiropractor)	sq. ft.	0.0001		-
Office - Government, Education	sq. ft.	0.000092		-
Office - Medical, Dental	sq. ft.	0.00016		-
Manufacturing (other than food, beverage, chemical)	sq. ft.	0.056		-
Manufacturing (food, beverage, chemical)	sq. ft.	× *		-

Meeting Halls, Churches, School Room	sq. ft.	0.000092		-	
Nursing Home (care portion only)	bed	0.12		-	
Laboratory	sq. ft.	0.000082		-	
Laboratory - Photographic	sq. ft.	0.003		-	
Landscape (non-turf)	acres	2.1	2.99	6.279	(RW)
Landscape (turf)	acres	2.5	0.79	1.975	(RW)
Plant Nursery	sq. ft.	0.00009		-	
Public Restroom	toilets	0.058		-	
Restaurant (full service - 3 meals, dish washing)	sq. ft.	0.00125		-	
Restaurant (Fast food/casual with onsite prep)	sq. ft.	0.00051		-	
Restaurant (take out w/ minimal onsite prep)	sq. ft.	0.00027		-	
Store - General Retail (Department Store)	sq. ft.	0.00005		-	
Store - Grocery and Markets	sq. ft.	0.00033		-	
Swimming Pool (per 100 sq. ft. pool area)	sq. ft.	0.02		-	
Theater	seats	0.0012		-	
Veterinary	sq. ft.	0.00022		-	
Warehouse, Distribution, Self-Storage	sq. ft.	0.00001		-	
<b>TOTAL NON RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT</b>				<b>8.25</b>	

<b>TOTAL COMBINED ACRE-FEET THIS INFRASTRUCTURE AGREEMENT</b>				<b>67.37</b>
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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 table) and then 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 A”  
DESCRIPTION OF AGREEMENT AREA**

All that real property, being portions of the “Rancho Noche Buena” and the “City Lands of Monterey”, situated in the County of Monterey, State of California, being all of “Lot 2” as shown on the Record of Survey filed August 11, 2008 in Volume 30 of Survey Maps, Page 20 Records of Monterey County, California, being more particularly described as follows:

**Agreement Area A:**

**BEGINNING** at a point at the southeast corner of the intersection of “Light Fighter Drive” and “First Avenue”, and the northwest corner of said “Lot 2”; thence along a line common to the north line of said “Lot 2” and the south line of “Light Fighter Drive”,

1. North 88°00'00" East, a distance of 1,473.85 feet to the beginning of a tangent curve to the right, from which the radius point bears South 02°00'00" East a radial distance of 895.00 feet; thence continuing along said line common to said “Lot 2” and “Light Fighter Drive”,
2. easterly along the curve, through a central angle of 14°22'30", a distance of 224.55 feet; thence continuing along said line common to said “Lot 2” and “Light Fighter Drive”,
3. South 77°37'30" East, a distance of 21.77 feet to the beginning of a tangent curve to the right, from which the radius point bears South 12°22'30" West a radial distance of 260.00 feet; thence leaving said line common to said “Lot 2” and “Light Fighter Drive”, and along the east line of said “Lot 2”,
4. southeasterly along the curve, through a central angle of 101°35'49", a distance of 461.03 feet; thence continuing along said east line,
5. South 23°58'19" West, a distance of 195.81 feet to the south line of said “Lot 2”, and the beginning of a non-tangent curve to the left, from which the radius point bears South 16°47'48" West a radial distance of 131.30 feet; thence along the south line of said “Lot 2”,
6. westerly along the curve, through a central angle of 74°40'59", a distance of 171.15 feet to the beginning of a point of reverse curvature and being a curve to the right, from which the radius point bears North 57°53'11" West a radial distance of 120.00 feet; thence continuing along the south line of said “Lot 2”,
7. southwesterly along the curve, through a central angle of 58°45'31", a distance of 123.06 feet to the beginning of a point of reverse curvature and being a curve to the left, from which the radius point bears South 00°52'20" West a radial distance of 413.66 feet; thence continuing along the south line of said “Lot 2”,
8. westerly along the curve, through a central angle of 29°48'34", a distance of 215.22 feet; thence continuing along the south line of said “Lot 2”,
9. South 61°03'46" West, a distance of 142.81 feet; thence continuing along the south line of said “Lot 2”,

**"EXHIBIT A"**

10. North 02°32'34" East, a distance of 249.44 feet to the beginning of a tangent curve to the left, from which the radius point bears North 87°27'26" West a radial distance of 50.55 feet; thence continuing along the south line of said "Lot 2",
11. northwesterly along the curve, through a central angle of 90°26'36", a distance of 79.79 feet; thence continuing along the south line of said "Lot 2",
12. North 87°54'02" West, a distance of 1,363.25 feet to the southwest corner of said "Lot 2" and a point along the east line of "First Avenue"; thence along a line common to the east line of "First Avenue" and the west line of said "Lot 2",
13. North 37°50'06" East, a distance of 151.61 feet to the beginning of a tangent curve to the left, from which the radius point bears North 52°09'54" West a radial distance of 357.00 feet; thence continuing along said line common to "First Avenue" and said "Lot 2",
14. northerly along the curve, through a central angle of 43°30'36", a distance of 271.10 feet; thence continuing along said line common to "First Avenue" and said "Lot 2",
15. North 05°40'29" West, a distance of 18.97 feet to the **POINT OF BEGINNING**.

Containing 22.52 acres, more or less.

As shown on "Exhibit B" attached hereto and made a part hereof.

**END OF DESCRIPTION.**

# LEGEND

-  BOUNDARY LINE
-  EXISTING LOT LINE
-  RADIAL BEARING
-  POINT OF BEGINNING
-  AGREEMENT AREA

LINE TABLE		
LINE	BEARING	DIST
1	N88°00'00"E	1473.85'
3	S77°37'30"E	21.77'
5	S23°58'19"W	195.81'
9	S61°03'46"W	142.81'
10	N02°32'34"E	249.44'
12	N87°54'02"W	1363.25'
13	N37°50'06"E	151.61'
15	N05°40'29"W	18.97'

PARCEL 1  
(23-S-93)  
APN: 031-151-012  
FIRST AVENUE  
13

PARCEL 1  
(23-S-97)

LIGHT FIGHTER DRIVE

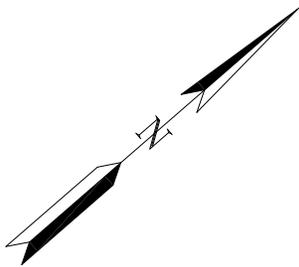
PARCEL 8  
(19-S-15)

PARCEL 3  
(21-S-83)  
APN: 031-151-057

AGREEMENT AREA A  
22.52 AC±  
LOT 2  
(30-S-20)  
APN: 031-151-054

PARCEL 6  
(19-S-15)

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
2	224.55'	895.00'	014°22'30"
4	461.03'	260.00'	101°35'49"
6	171.14'	131.30'	074°40'59"
7	123.06'	120.00'	058°45'31"
8	215.22'	413.66'	029°48'34"
11	79.79'	50.55'	090°26'36"
14	271.10'	357.00'	043°30'36"



SCALE IN FEET: 1" = 250'

N00°52'20"E(R)

N57°53'11"W(R)

N16°47'48"E(R)

GENERAL JIM MOORE BOULEVARD

LOT 4  
(30-S-20)  
APN: 031-151-056

LOT 3  
(30-S-20)

SHEET 1 OF 1



**RUGGERI-JENSEN-AZAR**

ENGINEERS ■ PLANNERS ■ SURVEYORS  
8055 CAMINO ARROYO GILROY, CA 95020  
PHONE: (408) 848-0300 FAX: (408) 848-0302

BEING ALL OF "LOT 2" AS SHOWN ON THE RECORD OF SURVEY FILED  
AUGUST 11, 2008 IN VOLUME 30 OF SURVEY MAPS, PAGE 20 RECORDS  
OF MONTEREY COUNTY, CALIFORNIA.

CITY OF SEASIDE, CALIFORNIA

SCALE:  
1" = 250'

DATE:  
01/04/22

JOB NO.:  
132018

**EXHIBIT C**

**MAP OF DEVELOPMENT**



## EXHIBIT D

# **INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements**

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

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

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

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

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

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

Contractor;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

Attn: Management Services Administrator

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

**Marina Coast Water District  
Staff Report**

**Agenda Item:** 9-C

**Meeting Date:** July 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 included 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 annual list. 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.

**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 (GW-0112). 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 elevations. The project is located on the Cal State University Monterey Bay campus. The assembly of both tanks is complete. The tanks are being prepared for the interior and exterior tank coatings. The booster station walls are being constructed, the foundation is complete, and the site piping is to begin soon.

Another significant project that is nearing completion is the Recycled Water Distribution Mains project (RW-0174). One of the final pieces of work to occur is the installation of the pressure reducing station for the Blackhorse Bayonet Golf Course. This station is located on the western side of General Jim Moore Boulevard south of the entry to the golf course. This installation will allow the golf course to receive recycled water to irrigate both golf course and offset groundwater pumping from the Seaside Basin. It is anticipated the golf course will use 400-450 Acre Feet of recycled water per year. The distribution and application of recycled water on the golf course accomplishes a long-term goal of augmenting the groundwater supply that serves the lands of the Ord Community.

**Environmental Review Compliance:** None required.

**Climate Adaptation:** Not applicable.

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

**Funding Source/Recap:** None

**Material Included for Information/Consideration:** CIP Status Report; and, Improvements Map.

**Action Required:** \_\_\_\_\_ Resolution    \_\_\_\_\_ Motion      X   Review

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Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_



## 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"> <li>• Two 1.6 MG A-Zone storage tanks</li> <li>• B/C-Zone BPS upgrade</li> <li>• Associated piping and facilities</li> </ul>	<p>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.</p>	Patrick Breen	<ul style="list-style-type: none"> <li>• A1 Tank steel complete.</li> <li>• A2 Tank steel complete.</li> <li>• B/C Pumphouse construction continues; pump pedestals complete, underground piping complete, concrete walls poured, structural work continues.</li> </ul>
2	GW-0123	B2 Zone Tank at CSUMB	<ul style="list-style-type: none"> <li>• One 2.5 MG reservoir west of the B tank</li> </ul>	<p>This project will provide water storage for Zone B in the Ord Community.</p>	Dominique Bertrand	<ul style="list-style-type: none"> <li>• Preliminary Design to begin in 2022</li> </ul>
3	GW-0305	California Avenue and Imjin Parkway Pipeline	<ul style="list-style-type: none"> <li>• 2,550 feet of 24" water main in Imjin Parkway and California Ave</li> </ul>	<p>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</p>	Patrick Breen	<ul style="list-style-type: none"> <li>• Phase 1 Imjin Parkway installation has been completed with A1/A2 project</li> <li>• Phase 2 will be completed with Sea Haven Phase 5B development near 2023</li> </ul>
4	GW-0311/0312	Intermediate Tank Rehabilitation	<ul style="list-style-type: none"> <li>• R&amp;R 170,000-G Steel Tank</li> <li>• Recoat the tank</li> <li>• Replace WVs</li> </ul>	<p>This project consists of replacing isolation valves, repair and recoat the interior/exterior of the older steel tank</p>	Brian True	<ul style="list-style-type: none"> <li>• Tank recoating complete</li> <li>• Closing out project</li> </ul>
5	MW-0163	Beach Road Pipeline - Del Monte Blvd. to DeForest Rd.	<ul style="list-style-type: none"> <li>• Install 12" RW and W mains in Beach Road</li> </ul>	<p>This project will address Fire Flow Deficiencies in Central Marina area. It is located on Beach Road between DeForest Road to Del Monte Ave.</p>	Andrew Racz	<ul style="list-style-type: none"> <li>• Design completed as part of RW-0174</li> <li>• City did not issue permit to construct due to potential impact on eucalyptus tree roots.</li> <li>• To be completed as part of Marina Station beginning in 2022 or 2023 (to be completed along with development).</li> </ul>



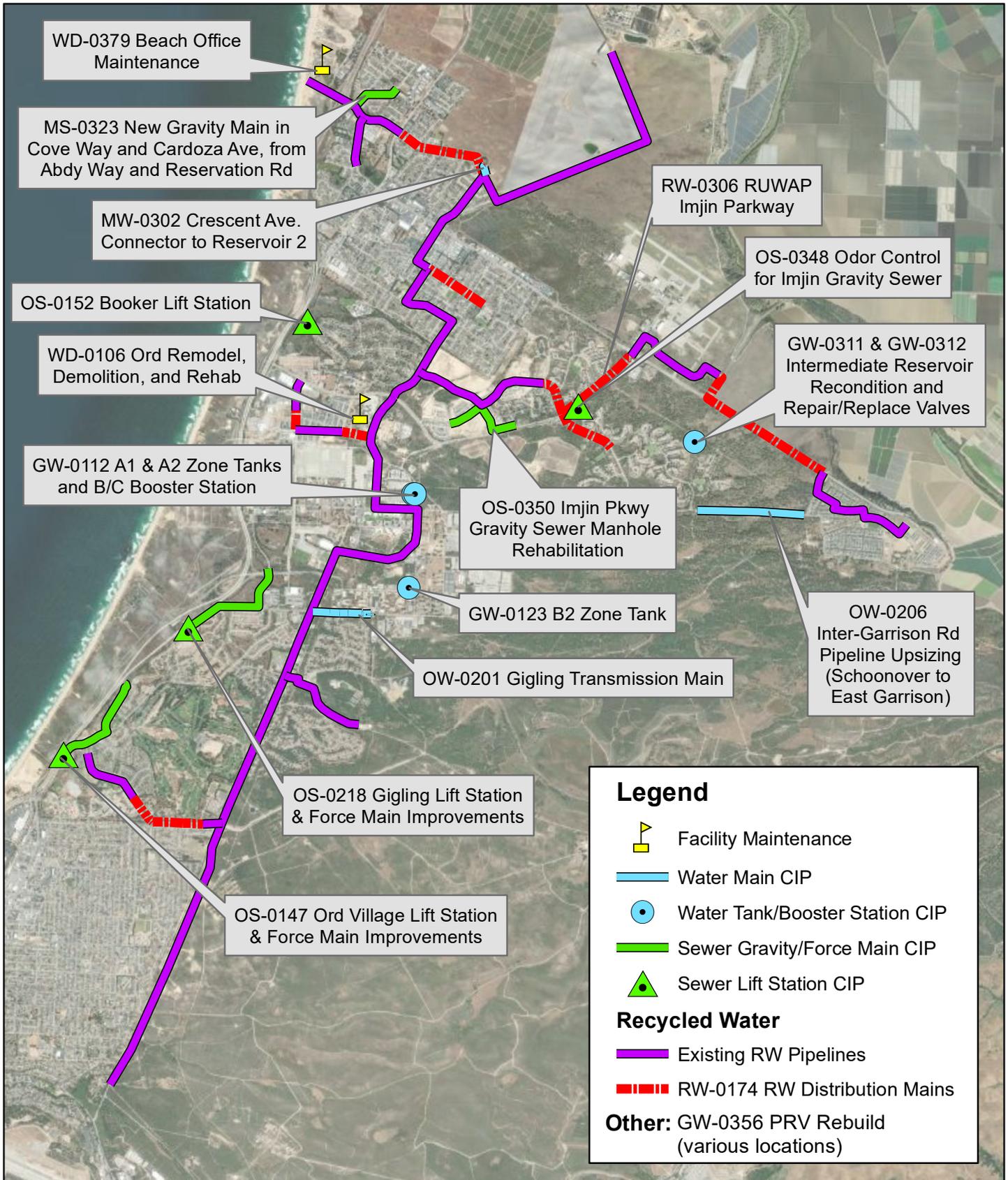
## CIP Status Report

No	Project No.	Title	Description	Justification	PM	Status
6	MW-0302	Crescent Ave Connector to Reservoir 2	<ul style="list-style-type: none"> <li>Install 12" water main in Beach Road</li> </ul>	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"> <li>Part of RW-0174 project</li> </ul>
7	MS-0323	Cove Way & Cardoza Ave - Abdy Way to Reservation Road - Gravity Main	<ul style="list-style-type: none"> <li>Install 24" trunk sewer within northwest Marina</li> </ul>	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"> <li>Begin Preliminary Design in 2022</li> <li>Coordinate with Marina Station Development in 2022-23</li> </ul>
8	OW-0193	Imjin Pkwy Water Main Pipeline	<ul style="list-style-type: none"> <li>Install 2,800 LF of 12-inch water main</li> </ul>	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"> <li>Part of RW-0174 project</li> <li>Complete</li> </ul>
9	OW-0201	Giggling Transmission Main - D Booster to General Jim Moore	<ul style="list-style-type: none"> <li>Install 1,800 LF of 12-inch water main</li> </ul>	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"> <li>Begin Preliminary Design in 2022</li> </ul>
10	OW-0202	South Boundary Rd Pipeline	<ul style="list-style-type: none"> <li>Install 7,300 LF of 24-inch water main</li> </ul>	This project serves the cities of Del Rey Oaks and Monterey. It will provide water to future customers in the area.	Dominique Bertrand	<ul style="list-style-type: none"> <li>Design is completed</li> <li>Project will add a Concept Design for RW &amp; sewer project to this project.</li> </ul>
11	OW-0206B	Inter-Garrison Road Pipeline Upsizing	<ul style="list-style-type: none"> <li>18-inch water main between</li> </ul>	This project will provide adequate fire flows to commercial properties in East Garrison and Schoonover	Andrew Racz	<ul style="list-style-type: none"> <li>Design underway</li> <li>Construction in 2022</li> </ul>



## CIP Status Report

No	Project No.	Title	Description	Justification	PM	Status
12	OS-0147/OS-0218	Ord Village LS & FM and Giggling FM Replacement	<ul style="list-style-type: none"> <li>Relocate Ord LS east of Hwy 1</li> <li>Install 10" SSFM in new alignment.</li> <li>Replace STL SSFM for Giggling LS</li> </ul>	<p>This project replaces a 50+ old SSFM for Ord and Giggling LS that has leaked and is not accessible by O&amp;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.</p>	Andrew Racz	<ul style="list-style-type: none"> <li>Ord LS and SSFM is 90% completed</li> <li>Demolition of existing lift station to begin by end of July into August</li> <li>Project construction to be completed by September 2022</li> </ul>
13	OS-0152	Hatten & Booker LS Improvements	<ul style="list-style-type: none"> <li>Rehabilitate existing LS using submersible pumps and new wet well.</li> </ul>	<p>This project will replace the smaller lift stations that are beyond their useful life as a submersible wet well configuration LS.</p>	Andrew Racz	<ul style="list-style-type: none"> <li>Booker LS is converted to a submersible LS as part of Sea Haven Ph 3 infrastructure by Wathen-Castanos.</li> <li>Complete</li> </ul>
14	OS-0348	Odor Control for Imjin parkway LS			Andrew Racz	<ul style="list-style-type: none"> <li>O&amp;M and Engineering to work together in preparing the design</li> <li>Design underway</li> <li>Construction/installation 2022</li> </ul>
15	OS-0350	Imjin Parkway Gravity Sewer Manhole Rehabilitations	<ul style="list-style-type: none"> <li>Rehabilitate interior of fifteen (15) SSMHs in the Ord Village area</li> </ul>	<p>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.</p>	TBD	<ul style="list-style-type: none"> <li>Scoping, design, and installation 2022</li> </ul>
16	RW-0174	RUWAP - Distribution Mains	<ul style="list-style-type: none"> <li>Install 5-mile of RW pipe</li> <li>12 PRV stations</li> <li>B&amp;J @ Intx crossing</li> </ul>	<p>This project will Implement Recycled Water as a water source to meet the needs of MCWD's customers &amp; to augment the current groundwater supply for the former Fort Ord.</p>	Andrew Racz	<ul style="list-style-type: none"> <li>Substantial construction is completed</li> <li>Change Order work continues</li> <li>Balckhorse/Bayonet Golf Course pressure reducing station is underway and is to be complete by end of July</li> </ul>



## 2021-2022 Capital Improvement Projects



**Marina Coast Water District**  
 11 Reservation Road  
 Marina, CA 93933

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



AJR / June 2021