



# MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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

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

## DIRECTORS

THOMAS P. MOORE  
*President*

JAN SHRINER  
*Vice President*

HERBERT CORTEZ  
PETER LE  
MATT ZEFFERMAN

## Agenda

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

**and**

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

Monday, June 15, 2020, 6:30 p.m. PST

Due to Governor Newsom's Executive Order N-29-20 and recommendations on protocols to contain the spread of COVID-19, staff and Board members will be attending the May 18, 2020 meeting remotely from various locations and the meeting will be held via Zoom conference. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception.

There may be limited opportunity to provide verbal comments during the meeting. Persons who are participating via telephone will only be allowed to listen to the proceedings as there is no opportunity for them to be acknowledged for comments. If they wish to address the Board for public comment or on an item on the agenda, they are encouraged to submit comments in writing to Paula Riso at [priso@mcwd.org](mailto:priso@mcwd.org) by 9:00 am on Monday, June 15, 2020; such comments will be distributed to the MCWD Board before the meeting.

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.

This meeting may be accessed remotely using the following Zoom link:

<https://us02web.zoom.us/j/88098946889?pwd=Y3Q2MnFSUmMvTVlYaTQ5QUFzY0VZUT09>

Password: mcwd0615##

To participate via phone, please call: 1-669-900-9128; Meeting ID: 880 9894 6889 Password: 443154

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

1. Call to Order
2. Roll Call

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road and 2840 4<sup>th</sup> Avenue, Marina. The agenda shall also be posted at the following locations but those locations are not official agenda posting locations for purposes of section 54954.2(a)(1): City of Marina Council Chambers. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Wednesday, June 10, 2020. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5910.

**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*

**4. Closed Session**

A. Pursuant to Government Code 54956.9  
Conference with Legal Counsel – Existing Litigation

- 1) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- 2) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Party in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)
- 3) Appeal No. A-3-MRA-19-0034 by California-American Water Company to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project
- 4) City of Marina vs. RMC Lonestar [CEMEX], California-America Water Company, et al., Defendants, Marina Coast WD, et al., Real Parties in Interest, Monterey County Superior Court Case No. 20CV001387 (Complaint for Breach of Contract, Declaratory Relief under the Agency Act, and Tortious Interference with Existing Contract)
- 5) City of Marina v. County of Monterey, et al., Monterey County Superior Court No. 19CV005270 (Verified Petition for Writ of Mandate and Complaint for Declaratory and Injunctive Relief)

B. Pursuant to Government Code 54956.9(d)(4)  
Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation – One Potential Case

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

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

**6. Pledge of Allegiance**

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

\* \* \* \* \*

**8. Marina Coast Water District Groundwater Sustainability Agency Matters**

**A. Action Item**

1. [Consider Adoption of Resolution No. 2020-GSA02 to Approve Amendment 2 to the Professional Services Agreement with EKI Environment & Water, Inc. for Groundwater Sustainability Planning](#)

*Action: The Board of Directors will consider approving Amendment 2 to the Professional Services Agreement with EKI Environment & Water, Inc. for Groundwater Sustainability Planning.*

(Page 1)

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**9. Return to Marina Coast Water District Matters**

**10. Presentation**

- A. [Consider Adoption of Resolution No. 2020-32 in Recognition of Michael Wegley, District Engineer, for 5 Years of Service to the Marina Coast Water District](#)  
(Page 44)

**11. [Consent Calendar](#)**

- A. [Receive and File the Check Register for the Month of May 2020](#)  
(Page 49)
- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 18, 2020](#)  
(Page 55)
- C. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 25, 2020](#)  
(Page 67)
- D. [Consider Adoption of Resolution No. 2020-33 to Approve the Proposed Landscape Incentive Program Changes](#)  
(Page 70)
- E. [Consider a Motion to Initiate a Survey with the Employees of Marina Coast Water District, Regarding Covid-19](#)  
(Page 81)

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

- A. [Consider Adoption of Resolution No. 2020-34 to Approve a Service Agreement between Marina Coast Water District and the City of Del Rey Oaks](#)  
*Action: The Board of Directors will consider approving a Service Agreement between Marina Coast Water District and the City of Del Rey Oaks.*  
(Page 83)
- B. [Consider Adoption of Resolution No. 2020-35 to Approve a Water and Sewer Infrastructure Agreement between Marina Coast Water District and UCP East Garrison, LLC for the Phase 3 Condominiums Development Project](#)  
*Action: The Board of Directors will consider approving an Infrastructure Agreement between Marina Coast Water District and UCP East Garrison, LLC for the Phase 3 Condominiums Development Project.*  
(Page 100)
- C. [Consider Adoption of Resolution No. 2020-36 to Approve a Contract with Monterey Peninsula Engineers for Construction of the Regional Urban Water Augmentation Project Distribution Mains](#)  
*Action: The Board of Directors will consider approving a contract with Monterey Peninsula Engineers for construction of the Regional Urban Water Augmentation Project Distribution Mains.*  
(Page 145)
- D. [Consider Adoption of Resolution No. 2020-37 to Amend the On-Call Engineering Services Agreement with Schaaf & Wheeler for the A1/A2 Reservoirs and B/C Booster Pump Station Design Services](#)  
*Action: The Board of Directors will consider amending the On-Call Engineering Services Agreement with Schaaf & Wheeler for the A1/A2 Reservoirs and B/C Booster Pump Station Design Services*  
(Page 160)
- E. [Consider Adoption of Resolution No. 2020-38 to Approve a Contract Extension with the Pun Group to Provide Audit Services to the District for Fiscal year 2019-2020](#)  
*Action: The Board of Directors will consider approving a contract extension with the Pun Group to provide audit services to the District for Fiscal year 2019-2020.*  
(Page 170)
- F. [Consider Adoption of Resolution No. 2020-39 to Approve the Marina Coast Water District Budget for FY 2020-2021](#)  
*Action: The Board of Directors will consider approving the FY 2020-2021 budget.*  
(Page 174)



G. [Consider Adoption of Resolution No. 2020-40 to Approve the District's Five-Year Capital Improvement Projects Budget](#)

*Action: The Board of Directors will consider approving the District's five-year Capital Improvement Projects budget for the Central Marina and Ord Community service areas.*

(Page 179)

H. [Consider Appointing a District Negotiator\(s\) to Negotiate with Sunberry Growers, LLC., Regarding a Lease of District Owned Armstrong Ranch Property](#)

*Action: The Board of Directors will consider appointing a negotiator to represent the District regarding a lease request of District owned Armstrong Ranch property.*

(Page 188)

**13. Staff Reports**

A. [Receive a Report on the Fiscal Impacts to the District due to Covid-19](#)  
(Page 191)

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

A. General Manager's Report

B. Counsel's Report

C. Committee and Board Liaison Reports

- |  |                                   |
|--|-----------------------------------|
| 1. Water Conservation Commission                         | 6. M1W Board Member Liaison       |
| 2. Joint City-District Committee                         | 7. LAFCO Liaison                  |
| 3. <a href="#"><u>Executive Committee (Page 198)</u></a> | 8. FORA                           |
| 4. Community Outreach Committee                          | 9. JPIA Liaison                   |
| 5. Budget and Personnel Committee                        | 10. Special Districts Association |

**15. Board Member Requests for Future Agenda Items**

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

**17. Return to Closed Session**

- A. Pursuant to Government Code 54956.8  
Conference with Real Property Negotiator  
Property: Armstrong Ranch Property  
Negotiating Parties: Sunberry Growers, LLC. and MCWD Negotiators (to be determined in Action Item 12-H)  
Under Negotiation: Price and Terms

**18. 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.*

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

*Regular Meeting: Monday, July 20, 2020, 6:30 p.m.*

Marina Coast Water District  
Groundwater Sustainability Agency  
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: June 15, 2020

Prepared By: Patrick Breen

Approved By: Derek Cray *DC*

Agenda Title: Consider Adoption of Resolution No. 2020-GSA02 to Approve Amendment 2 to the Professional Services Agreement with EKI Environment & Water, Inc. for Groundwater Sustainability Planning

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

1. Adoption of Resolution No. 2020-GSA02 to Approve Amendment 2 to the Professional Services Agreement with EKI Environment & Water, Inc. for a total not-to-exceed amount of \$880,000 for Groundwater Sustainability Planning; and,
2. Authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

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

The Board of Directors awarded a Professional Services Agreement to EKI Environment & Water, Inc. (EKI) for Stakeholder Coordination and initial Groundwater Sustainability Plan (GSP) preparation on August 7, 2017 in the amount of \$209,000. The agreement was subsequently augmented via amendment by the Board on April 16, 2018 to conduct foundation GSP development efforts, develop Basin Setting Information, and Program Management and Grant Administration in the amount of \$566,000.

This proposed amendment amount is \$880,000, of which \$465,000 will be reimbursed by State Grant funding applied for and secured through the efforts of EKI and District staff.

EKI has been acting in the capacity of the MCWDGSA hydrogeological technical advisor, coordinator, and developer of the MCWD Groundwater Sustainability Plan(s) for the MCWDGSA. If approved, this amendment will allow EKI to continue to provide services through the majority of the Monterey Subbasin GSP process and be prepared for public review and comment by summer of 2021.

The MCWDGSA Monterey Subbasin Groundwater Sustainability Plan is due to be submitted by January 31, 2022.

Discussion/Analysis: As mentioned above, the overall GSP development effort for the Monterey subbasin will continue for the next year and a half with submittal of the GSP by the statutory deadline of January 31, 2022. In order to meet the deadline and complete the GSP for the Monterey subbasin EKI has developed the proposed scope of work below and in corresponding attachments.

## **PROPOSED SCOPE OF WORK**

The scope of work proposed herein for each task is based on the corresponding grant application work plans.

### **Task 1 – Development of Monterey Subbasin GSP Pursuant to Proposition 1 Grant Scope**

Task 1 aligns with the effort required to develop a GSP as more fully described in the attached Round 2 grant Work Plan (Attachment A). The proposed scope of work includes tasks scheduled to occur between May 2020 and June 2021. Substantial GSP development is anticipated to complete by June 2021 to allow for public review through to the GSP submittal deadline of 31 January 2022. These tasks generally include efforts under Phases 2 and 3 of the Round 2 Work Plan, listed below.

- Grant Administration;
- Project Management;
- Assess Groundwater Conditions and Develop Hydrogeologic Conceptual Model;
- Develop/Refine Numerical Groundwater Model;
- Develop Study Area and Basin-Wide Water Budget;
- Assess Existing Monitoring Programs and Develop SGMA-Compliant Monitoring Network;
- Evaluate Potential Management Areas;
- Develop Sustainable Management Criteria;
- Identify Projects and Management Actions;
- Create GSP Implementation Plan;
- Finalize Monitoring Network and Protocols;
- Conduct Stakeholder Engagement; and
- Participate in Intra-basin and Inter-basin Coordination Efforts.

Detailed scope of work and budget that itemize the proposed technical tasks are included herein (Attachment A).

### **Task 2 – Development of Monterey Subbasin GSP Pursuant to Proposition 68 Grant Scope**

Task 2 aligns with the effort required to develop a GSP as more fully described in the attached Round 3 grant Work Plan (Attachment B). The proposed scope of work includes tasks scheduled to occur during between May 2020 and June 2021. These tasks generally include efforts under the entire Round 3 Work Plan, listed below.

- Grant Agreement Administration;
- Project Management;
- Intra- and Inter-basin Coordination;
- Subbasin Coordination Committee
- Development of Refined-Basin Specific Numerical Groundwater Model
- Coordination of Modeling Efforts; and
- AEM Data Collection and Analysis.

Detailed scope of work and budget that itemize the proposed technical tasks are included herein (Attachments B).

### Task 3 – Recycled Water Feasibility Study

Task 3 aligns with the effort required to prepare a Recycled Water Feasibility Study as more fully described in the attached SWRCB Recycled Water grant application, as listed below.

- Develop Background Information and Identify Study Design Criteria and Goals;
- Preparation and Documentation of Groundwater Flow Model;
- Analysis of IPR Recycled Water Alternatives;
- Develop Conceptual Design, Implementation Plan, Financing Plan and Revenue Program for Recommended Project;
- Prepare Draft and Final Reports and Submit to SWRCB Division of Financial Assistance; and
- Meetings and Project Management

Detailed scope of work and budget that itemize the proposed technical tasks are included in Attachment C.

### PROJECT SCHEDULE

Efforts under the proposed scope of work of this Work Authorization is anticipated to occur between May 2020 and June 2021. Substantial GSP development is anticipated to complete by June 2021 to allow for public review through to the GSP submittal deadline of 31 January 2022. Efforts for the Recycled Water Feasibility Study is anticipated to begin upon authorization and be completed within nine months.

### PROPOSED PROJECT BUDGET

The proposal for consulting services by EKI would be on a time and expense reimbursement basis in accordance with our current Schedule of Charges. On the basis of previous authorizations and the consultant budget planned under respective grant applications, the proposed budget of \$880,000 for Tasks 1 through 3 will not be exceeded without additional authorization.

<b>Tasks</b>	<b>Budget</b>	<b>Estimated Grant Reimbursement</b>
Task 1 - GSP Development Pursuant to Proposition 1 Grant Scope	\$420,000	\$200,200
Task 2 - GSP Development Pursuant to Proposition 68 Grant Scope	\$310,000	\$189,800
Task 3 - Recycled Water Feasibility Study	\$150,000	\$75,000
<b>TOTAL</b>	<b>\$880,000</b>	<b>\$465,000</b>

Detailed budget estimate is included within the respective grant applications in Attachments A, B, and C. The approved grant amount for each technical task has been identified on the budget table for reference.

Environmental Review Compliance: None required.

Financial Impact:  Yes  No Funding Source/Recap: Funding for this work is included in the proposed FY 2020/2021 Water Resources Department Consultants Budget. \$1.8 million is budgeted for EKI for GSP planning and other work for next year. Approximately \$750k was carry over from the previous years remaining grant funding/match leaving roughly \$1.12 million for the GSP specifically.

Other considerations: The Board can decide to approve the contract amendment with EKI Environment & Water, Inc., or reject EKI's proposals and advertise for professional services.

Material Included for Information/Consideration: Resolution No. 2020-GSA02; Exhibit A - Scope of Work; and, Attachments A-D.

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 \_\_\_\_\_



June 15, 2020

Resolution No. 2020-GSA02  
Resolution of the Board of Directors  
Marina Coast Water District Groundwater Sustainability Agency  
Approving Amendment 2 with EKI Environment & Water, Inc.  
for Groundwater Sustainability Planning

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District Groundwater Sustainability Agency (“District”), at a meeting duly called and held on June 15, 2020, via a videoconference pursuant to Gov. Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the Sustainable Groundwater Management Act (SGMA) of 2014, Water Code Sections 10720-10736.6 was signed into law September 16, 2014; and,

WHEREAS, the District formed Groundwater Sustainability Agencies for the Central Marina and Ord Community Service Areas in portions of the Monterey Subbasin and the 180/400 Subbasin in conformance with the SGMA; and,

WHEREAS, SGMA gives local agencies, such as the District, additional authorities and powers to manage groundwater; and,

WHEREAS, SGMA requires a coordinated Groundwater Sustainability Plan (GSP) or GSPs among or between adjacent GSAs and adjacent subbasins be submitted by January 31, 2022; and,

WHEREAS, GSP development requires collaboration amongst GSAs and other local or regional water management groups at the groundwater subbasin level and encourages collaboration across groundwater subbasin boundaries; and,

WHEREAS, GSP development requires consideration of beneficial uses and engagement with beneficial users, stakeholders and interested parties with opportunities, both formal and informal, to provide input to the District throughout the process of developing, operating, and implementing the GSA and GSP; and,

WHEREAS, such opportunities include, but are not limited to, public comment periods required by SGMA (e.g., Water Code Section 10728.4); opportunities for public comment during regular and special board meetings; and at other times to be determined and noticed pursuant to Water Code section 10727.8 (a); and,

WHEREAS, the District engaged EKI Water and Environment to assist in performing services to achieve the aforementioned SGMA planning and implementation process including stakeholder engagement, Proposition 1 & 68 Grant implementation, and as-needed technical support and project management during development of a GSP; and,

WHEREAS, EKI Environment & Water, Inc. staff is familiar with the Marina Coast Water District and has demonstrated extensive knowledge related to Groundwater Resources and Planning; and District staff believes that the monetary resource proposed herein is reasonable given the complexities of the work.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to execute Amendment 2 with EKI Environment & Water, Inc. for preparing the GSP and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution, the total dollar amount not-to-exceed \$880,000 subject to approval of the FY 2020-2021 Water Resources Budget for consultant services.

PASSED AND ADOPTED on June 15, 2020 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Derek Cray, Interim Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-GSA02 adopted June 15, 2020.

\_\_\_\_\_  
Derek Cray, Interim Secretary

## EXHIBIT A –SCOPE OF WORK

### Professional Services

#### Groundwater Sustainability Plan Development and Recycled Water Feasibility Study (Through End of Fiscal Year 2020 - 2021) Marina Coast Water District

EKI Environment & Water, Inc. (“EKI”; formerly known as Erler & Kalinowski, Inc.) is pleased to provide Marina Coast Water District (“MCWD” or District) this scope of work for (1) MCWD Groundwater Sustainability Plan (“GSP”) development in the Monterey Subbasin and (2) Recycled Water Feasibility Study preparation efforts. This scope of work covers the period between 15 May 2020 and the end of Fiscal Year 2020-2021 (i.e. 30 June 2021).

### BACKGROUND

#### *GSP Development in Monterey Subbasin*

The MCWD submitted an application for a Proposition 1 Sustainable Groundwater Planning Grant – Round 2 (“Round 2 grant”) for GSP development in the Monterey Subbasin by the MCWD and the Salinas Valley Basin Groundwater Sustainability Agency (“SVBGSA”). The application includes a detailed scope of work for GSP development in the Monterey Subbasin. The estimated budget for completion of this scope of work is \$1,754,000 for efforts to be implemented by MCWD, with a grant request of \$836,000, and a cost share of \$918,000 by MCWD (per Proposition 1 cost share requirement of 50%)<sup>1</sup>. MCWD was awarded full funding and successfully entered into a grant agreement with DWR in November 2018. On 27 April 2018, MCWD authorized a total of \$566,697 for EKI to support the initial phases of GSP development pursuant to the Round 2 grant scope of work. Accounting for monies authorized for EKI and other consultants for GSP foundational work prior to 2018, approximately \$458,950 remains in consultant budget pursuant to the District’s Round 2 grant scope of work.

In November 2019, MCWD submitted an application for a Proposition 68 Sustainable Groundwater Planning Grant – Round 3 (“Round 3 grant”) to address data gaps and conduct additional analyses identified during GSP development. The application includes a detailed scope of work that includes numerical groundwater modeling and additional coordination efforts with

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<sup>1</sup> The entire Round 2 grant scope of work includes \$1,754,000 of efforts to be implemented by MCWD and \$337,000 to be implemented by SVBGSA, with a grant request of \$1 million.

SVBGSA and other stakeholders in support of GSP development in the Monterey Subbasin. The estimated budget for completion of the identified scope of work is \$735,000 for efforts to be implemented by MCWD, with a grant request of \$450,000 and a cost share of \$185,000 by MCWD (per Proposition 68 cost share requirement of 25%)<sup>2</sup>. On 18 March 2020, California Department of Water Resources (“DWR”) announced Final Awards and awarded the full funding to MCWD. The Round 3 grant funding will be implemented as a grant agreement amendment to the existing Round 2 grant. The MCWD staff is currently working with DWR to enter into the amended grant agreement.

***Recycled Water Feasibility Study***

On 7 August 2019, MCWD submitted a Recycled Water Feasibility Study grant application to the California State Water Resources Control Board (“SWRCB”). The study scope is to assess the possibility of implementing an indirect potable reuse (“IPR”) project within MCWD’s Central Marina Service Area or Ord Community Service Area, which is anticipated to be one of the potential projects for groundwater augmentation within the GSP for the Monterey Subbasin. The estimated budget for completion of the scope of work is \$150,000. The grant award is \$75,000 with a requirement of \$75,000 in matching funds by MCWD. MCWD entered into a grant agreement with the SWRCB on 4 February 2020.

The GSP development and Recycled Water Feasibility Study efforts are closely related and planned to occur concurrently. The basin numerical model development and analyses as part of GSP development will provide a foundation for site-specific, refined modeling of the Recycled Water Feasibility Study. Findings of the Recycled Water Feasibility Study will in turn inform Projects and Management Actions planning within the Monterey Subbasin.

**PROPOSED SCOPE OF WORK**

The grant applications identified in the background section above were prepared by EKI with significant input from MCWD. Each of these applications include a detailed work plan, which are included as Attachments A through C. The scope of work proposed herein for each task is based on the corresponding grant application work plans.

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<sup>2</sup> The entire Round 3 grant scope of work includes approximately \$635,000 of efforts to be implemented by MCWD and \$425,000 to be implemented by SVBGSA, with a grant request of \$1 million.

**Task 1 – Development of Monterey Subbasin GSP Pursuant to Proposition 1 Grant Scope**

Task 1 aligns with the effort required to develop a GSP as more fully described in the attached Round 2 grant Work Plan (Attachment A). The proposed scope of work includes tasks scheduled to occur during between May 2020 and June 2021. Substantial GSP development is anticipated to complete by June 2021 to allow for public review through to the GSP submittal deadline of 31 January 2022. These tasks generally include efforts under Phases 2 and 3 of the Round 2 Work Plan, listed below.

- Grant Administration;
- Project Management;
- Assess Groundwater Conditions and Develop Hydrogeologic Conceptual Model;
- Develop/Refine Numerical Groundwater Model;
- Develop Study Area and Basin-Wide Water Budget;
- Assess Existing Monitoring Programs and Develop SGMA-Compliant Monitoring Network;
- Evaluate Potential Management Areas;
- Develop Sustainable Management Criteria;
- Identify Projects and Management Actions;
- Create GSP Implementation Plan;
- Finalize Monitoring Network and Protocols;
- Conduct Stakeholder Engagement; and
- Participate in Intra-basin and Inter-basin Coordination Efforts.

A summary of grant scope of work and budget that itemize the proposed technical tasks are included herein (Attachments A).

**Task 2 – Development of Monterey Subbasin GSP Pursuant to Proposition 68 Grant Scope**

Task 2 aligns with the effort required to develop a GSP as more fully described in the attached Round 3 grant Work Plan (Attachment B). The proposed scope of work includes tasks scheduled to occur during between May 2020 and June 2021<sup>3</sup>. These tasks generally include efforts under the entire Round 3 Work Plan, listed below.

- Grant Agreement Administration;
- Project Management;

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<sup>3</sup> Except for an \$30,000 effort that was previously approved for supporting the District’s 2019 AEM Study.

- Intra- and Inter-basin Coordination;
- Subbasin Coordination Committee
- Development of Refined-Basin Specific Numerical Groundwater Model
- Coordination of Modeling Efforts; and
- AEM Data Collection and Analysis.

Detailed scope of work and budget that itemize the proposed technical tasks are included herein (Attachments B).

### **Task 3 – Recycled Water Feasibility Study**

Task 3 aligns with the effort required to prepare a Recycled Water Feasibility Study as more fully described in the attached SWRCB Recycled Water grant application, as listed below.

- Develop Background Information and Identify Study Design Criteria and Goals;
- Preparation and Documentation of Groundwater Flow Model;
- Analysis of IPR Recycled Water Alternatives;
- Develop Conceptual Design, Implementation Plan, Financing Plan and Revenue Program for Recommended Project;
- Prepare Draft and Final Reports and Submit to SWRCB Division of Financial Assistance; and
- Meetings and Project Management

Detailed scope of work and budget that itemize the proposed technical tasks are included in Attachment C.

### **PROJECT SCHEDULE**

We are prepared to begin work immediately on this project upon receipt of MCWD authorization to proceed. Efforts under the proposed scope of work of this Work Authorization is anticipated to occur between May 2020 and June 2021. Substantial GSP development is anticipated to complete by June 2021 to allow for public review through to the GSP submittal deadline of 31 January 2022. Efforts for the Recycled Water Feasibility Study is anticipated to begin upon authorization and be completed within nine months.

### **PROPOSED PROJECT BUDGET**

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis in accordance with our current Schedule of Charges. On the basis of previous authorizations and the consultant budget planned under respective grant applications, we propose a



budget of \$880,000 for Tasks 1 through 3 which will not be exceeded without additional authorization.

<b>Tasks</b>	<b>Budget</b>	<b>Estimated Grant Reimbursement<sup>4</sup></b>
Task 1 - GSP Development Pursuant to Proposition 1 Grant Scope	\$420,000	\$200,200
Task 2 - GSP Development Pursuant to Proposition 68 Grant Scope	\$310,000	\$189,800
Task 3 - Recycled Water Feasibility Study	\$150,000	\$75,000
<b>TOTAL</b>	<b>\$880,000</b>	<b>\$465,000</b>

Detailed budget estimate is included within the respective grant applications in Attachments A, B, and C. The approved grant amount for each technical task has been identified on the budget table for reference. However, it should be recognized that MCWD will be responsible for submittal of invoices for reimbursement to DWR and SWRCB pursuant to the provisions of the grants. EKI will work with MCWD to provide invoices in a format that is compatible with grant requirements; however, MCWD will be responsible for payment of EKIs services pursuant to the terms of its agreement with EKI.

As the services to be provided by EKI may evolve, EKI will inform MCWD whenever the existing budget is anticipated to need augmentation to accomplish requested work; such additional budgets will be established by mutually agreeable work authorizations.

## ATTACHMENTS

- Attachment A Round 2 Grant Application Work Plan Summary
- Attachment B Round 3 Grant Applicant Scope of Work
- Attachment C Recycled Water Feasibility Study Grant Application Scope of Work
- Attachment D 2020 Schedule of Charges

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<sup>4</sup> Based on proportionate share of grant award for the entire project.

**ATTACHMENT A**  
**Round 2 Grant Application Work Plan Summary**

## PROJECT OVERVIEW

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For the purposes of this Proposition 1 Grant Application, the “Project” is the development of a SGMA-compliant GSP by MCWD GSA for the MCWD Study Area of the Basin.<sup>1,2</sup> The MCWD Study Area covers the Marina and Ord Subareas, where MCWD is the water service provider (Figure 1).

It has been agreed that SVBGSA will develop a GSP for the Corel de Tierra Subarea, and that the two coordinated GSPs prepared respectively by MCWD GSA and SVBGSA will cover the entire Basin. A separate project for GSP Development for the Corral De Tierra subarea which will be coordinated by SVBGSA is also included in this Proposition 1 application. The costs for that separate project are not included in the budget of this Work Plan.

This GSP Development Project Work Plan (Work Plan) describes the scope of work for development of a SGMA-compliant GSP by and for the MCWD GSA.

## PROJECT OBJECTIVES

The main objective of this Project is to develop a complete GSP covering the MCWD Study Area of the Basin that will comply with and meet all requirements of the GSP Emergency Regulations (23-CCR §350-358.4) and will provide a reasonable path forward for achieving sustainable groundwater management in the Basin by the SGMA implementation deadline of 2042. The Project is designed to meet all requirements for a Category 2, Tier 2 project described in the Sustainable Groundwater Planning (SGWP) Groundwater Sustainability Plans and Projects Proposal Solicitation Package (PSP).

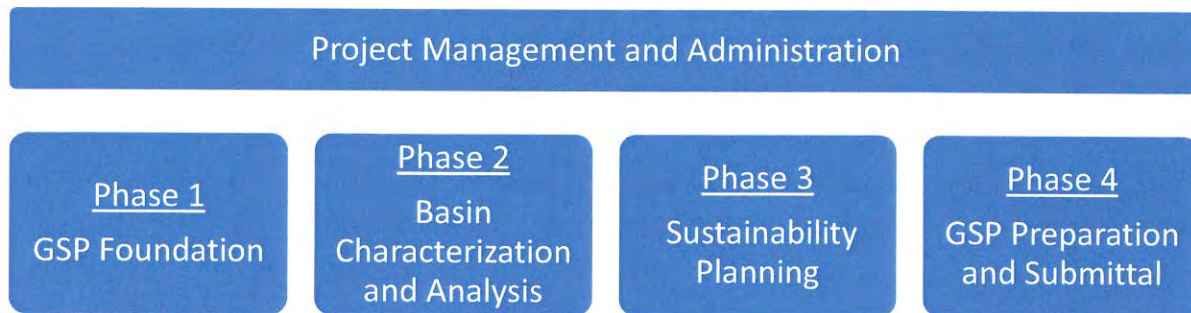
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<sup>1</sup> This Work Plan and the accompanying Project schedule and budget were developed assuming that two GSPs will be developed covering the entire Basin and coordinated pursuant to California Water Code (CWC) §10727(b)(3). It is assumed that the Basin GSAs would coordinate in the development of all Basin-wide GSP components outlined as requirements of a GSP Coordination Agreement “to ensure that the Plans are developed and implemented using the same data and methodologies, and that elements of the Plans necessary to achieve the sustainability goal for the basin are based upon consistent interpretations of the basin setting” (California Code of Regulations, Title 23 [23-CCR] §354.7). As such, the incremental costs associated with developing separate GSPs are expected to be relatively minor. While not currently anticipated, if the Basin GSAs ultimately chooses to prepare and adopt a single GSP for the Basin, many of the data collection, development, and synthesis efforts and other stakeholder outreach and intra- and interbasin coordination efforts outlined and described in this Work Plan will be applicable to that effort.

<sup>2</sup> A portion of the Ord Subarea is federal land not subject to SGMA. The MCWD, through an agreement, provides water services to and regulates groundwater use in this area.

## PROJECT PHASING

The Work Plan divides the overall GSP development effort into four phases, with a Project Management and Administration Phase (PM Phase) covering the entire process. As shown below, the four phases are: (1) GSP Foundation, (2) Basin Characterization and Analysis, (3) Sustainability Planning, and (4) GSP Preparation and Submittal. Each phase builds off efforts and results of the previous phases. The PM Phase includes tasks related to general management, including (1) grant management and administration, (2) project management, and (3) quality assurance/quality control (QA/QC).



As shown in the attached GSP Development Project Schedule, the four phases overlap temporally in cases where activities in a later phase can be initiated while activities in a previous phase are still ongoing. The work efforts of Phase 1, Phase 2 and portions of Phase 3 are accelerated with the objectives of:

- **Keeping pace with SGMA efforts in adjacent subbasins**, i.e., the 180/400 Foot Aquifer Subbasin (DWR 3-004.01), which is in critical overdraft conditions and subject to an accelerated SGMA-compliance schedule; and
- **Supporting effective interbasin coordination**, particularly with respect to critical factors such as the water budget and numerical groundwater model development (Phase 2) and the development and vetting of sustainability criteria (Phase 3).

The 180/400 Foot Aquifer Subbasin is hydraulically connected to the Basin. Overdraft conditions in the 180/400 Foot Aquifer Subbasin are causing groundwater to flow further inland within the Basin. Therefore, careful coordination with the 180/400 Foot Aquifer Subbasin will be required to stop further saltwater intrusion within the Basin. The MCWD GSA and the SVBGSA also cover the 180/400 Foot Aquifer Subbasin, and will be coordinating regarding GSP development for that subbasin.

## INTERIM WORK PRODUCTS

The Work Plan will be implemented in a transparent and collaborative fashion such that all Basin stakeholders have ample opportunity to provide timely input. Specifically, the work effort of each task described herein will be documented as follows:

- **Technical Presentations** will be made by technical specialists on a regular and as-needed basis to the MCWD GSA and Basin stakeholders to provide for an open and transparent process and significant opportunity for input as key elements of the GSP are being developed. This approach

#### *Attachment 4 – Work Plan*

ensures that there will be “no surprises” when the Draft Technical Memoranda (see below) are reviewed and will streamline the review and revision process as major issues will have been vetted during the development stage by all parties; and

- **Draft Technical Memoranda (TM)** and associated tables and figures will be submitted to MCWD GSA and in some cases additional key stakeholders for review and comment. The Draft TMs will reflect input received during the related technical presentations and will be drafted to support key elements of the GSP. The Draft TMs will not be finalized; rather, suggested revisions to the Draft TMs will be incorporated as appropriate into chapters of the Draft GSP.

Selected work products, resources and underlying data will be made available for public review on the MCWD GSA website ([http://www.mcwd.org/gsa\\_about.html](http://www.mcwd.org/gsa_about.html)).

## PROJECT DELIVERABLES

The deliverable for this Project is a complete and fully SGMA-compliant GSP reflective of MCWD GSA’s efforts under this Project, including any associated Coordination Agreement(s), data and informational components (i.e., a functional Data Management System containing all preliminary data and a bibliography of sources used to develop the GSP; numerical model input/output files and documentation, project feasibility studies, etc.), submitted to the DWR. Additionally, the Project Applicant (i.e., the MCWD GSA) will submit all required grant administration-related reports to DWR, including quarterly progress reports and a final report, as established in the Grant Agreement that will be entered into by the Project Applicant and DWR.

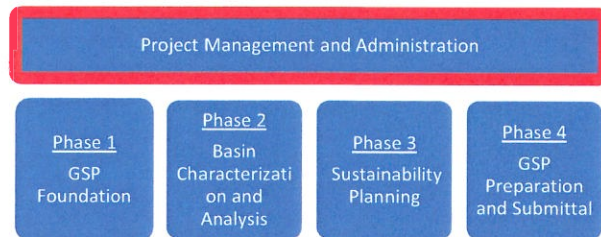
## SUMMARY WORK PLAN FOR GRANT ADMINISTRATION PURPOSES

Although the Project Work Plan has been developed in significant detail, it is assumed that, for purposes of grant administration, the Project Applicant will work with DWR to manage the grant at the Phase level. As such, a brief summary Work Plan that describes each Phase and the associated Tasks and associated work products and deliverables is provided below. This information supports and is consistent with the level of detail presented in the Project Budget and Schedule.

A more detailed description of each Phase and Task follows thereafter in the “Detailed Project Work Plan”.

### PM PHASE - PROJECT MANAGEMENT AND ADMINISTRATION

The Project Management and Administration Phase (PM Phase) includes tasks related to general management of the entire GSP development process (i.e., through planned submission by January 2022)<sup>3</sup>. The PM Phase efforts will be carried out concurrently with the execution of Phases 1 through 4, and includes the following Tasks consistent, where applicable, with the grant administration requirements outlined in the PSP Grant Agreement Template and the technical and reporting standards outlined in the GSP Regulations (23-CCR §352-352.6):



- Task 1. Proposition 1 Grant (Grant) Management, Administration, and Reporting
- Task 2. Project Management
- Task 3. Quality Assurance/Quality Control

Anticipated work products under the PM Phase will include:

- Meeting agendas, minutes and presentations, as applicable;
- Project schedule, budget tracking and other management tools; and
- Draft and Final QA/QC Plan.

Deliverables to DWR under the PM Phase will include all submittals required by Proposition 1 grant requirements and agreed to in the Grant Agreement, including:

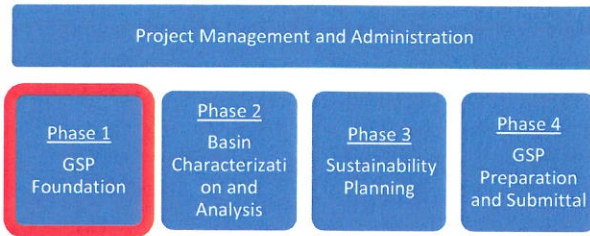
- Quarterly progress and accountability reports;
- A final Project Completion Report;
- A Grant Completion Report; and
- A Coordination Agreement (*as necessary*).

<sup>3</sup> The MCWD GSA may choose to accelerate GSP development efforts in order to submit the Final GSP to DWR ahead of the January 2022 deadline.



## PHASE 1 – GSP FOUNDATION

Phase 1 of the Work Plan involves the following Tasks consistent, where applicable, with portions of Articles 3, 4, 5-1, 5-2, and 8 of the GSP Regulations (23-CCR §352-354.18, §357-357.4):



Task 4. Conduct Preliminary GSP Development Efforts

Task 5. Provide Initial Notification of GSP Development

Task 6. Select or Design Data Management System (DMS)

Task 7. Gather Available Data and Compile into DMS

Task 8. Compile Information on the Plan Area and Basin Management Activities

Task 9. Conduct Data Gaps Assessment

Task 10. Evaluate Numerical Groundwater Modeling Options

Task 11. Develop GSP Development Funding Plan

Task 12. Develop Stakeholder Communication and Engagement Plan (SCEP)

Task 13. Conduct Stakeholder Engagement Related to the GSP Foundation Phase

Task 14. Participate in Intrabasin and Interbasin Coordination Efforts

Efforts under Phase 1 will prepare MCWD GSA with the data, information, technical tools (i.e., a selected numerical model), and funding and outreach plans needed to successfully perform the subsequent Basin Characterization and Analysis efforts under Phases 2 and 3. Anticipated work products from Phase 1 efforts include:

- A functional DMS containing all preliminary data and a living bibliography;
- Draft TM #1 – Data Management System Evaluation and Selection;
- Draft TM #2 – Data Compilation and Data Gaps Assessment;
- Draft TM #3 – Numerical Groundwater Model Evaluation and Selection;
- Draft TM #4 – GSP Development Funding Plan; and
- Draft TM #5 – Stakeholder Communication and Engagement Plan

Phase 1 will extend from the grant award date through June 2018<sup>4</sup>. One or more focused technical presentations will be made to MCWD GSA to present the data, methodology, and results from each task, and to solicit feedback prior to drafting and submitting each Draft TM for review.

<sup>4</sup> Cost-sharing activities associated with Phase 1 efforts will encompass relevant work undertaken by GSAs in the Basin since January 2015 (the effective date of SGMA).

## PHASE 2 - BASIN CHARACTERIZATION AND ANALYSIS

Phase 2 of the Work Plan focuses on technical analysis of Basin conditions, and includes the following Tasks consistent, where applicable, with portions of the Basing Setting and Monitoring Network sections of the GSP Regulations (23-CCR §354.12-18, §354.32-40):



- Task 15. Implement Plans for Filling Data Gaps Needed for GSP Preparation
- Task 16. Assess Groundwater Conditions and Develop Hydrogeologic Conceptual Model
- Task 17. Develop/Refine Numerical Groundwater Model
- Task 18. Develop Study Area and Basin-Wide Water Budget
- Task 19. Assess Existing Monitoring Programs and Develop SGMA-Compliant Monitoring Network
- Task 20. Conduct Stakeholder Engagement Related to the Basin Characterization and Analysis Phase
- Task 21. (Continue to) Implement GSP Development Funding Plan
- Task 22. (Continue to) Participate in Intrabasin and Interbasin Coordination Efforts

Efforts under Phase 2 will build towards a complete and coherent understanding of the Basin that will serve as the foundation for sustainability planning efforts under Phase 3. Anticipated work products from Phase 2 efforts include:

- Draft TM #6 – Groundwater Conditions and Hydrogeologic Conceptual Model;
- Draft TM #7 – Model Development and Calibration;
- Draft TM #8 – Water Budget and Preliminary Estimate of Sustainable Yield; and
- Draft TM #9 – Summary of Monitoring Network Assessment and Preliminary Monitoring Plan.

Phase 2 will extend from July 2018 through June 2019. One or more focused technical presentations will be made to MCWD GSA to present the data, methodology, and results from each task and to solicit feedback prior to drafting and submitting each Draft TM for review.

## PHASE 3 - SUSTAINABILITY PLANNING

Phase 3 of the Work Plan focuses on planning for the sustainable management of the Basin, and includes the following Tasks consistent, where applicable, with portions of the Basin Setting, Sustainable Management Criteria, Monitoring Network, and Project and Management Actions sections of the GSP Regulations (23-CCR §354.20-44):



- Task 23. Evaluate Potential Management Areas
- Task 24. Develop Sustainable Management Criteria
- Task 25. Identify Projects and Management Actions
- Task 26. Create GSP Implementation Plan

Attachment 4 – Work Plan

- Task 27. Finalize Monitoring Network and Protocols
- Task 28. Conduct Stakeholder Engagement Related to Sustainability Planning
- Task 29. (Continue to) Implement GSP Development Funding Plan
- Task 30. (Continue to) Participate in Intrabasin and Interbasin Coordination Efforts

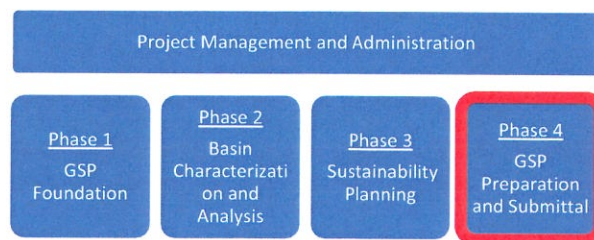
Anticipated work products from Phase 3 efforts include:

- Draft TM #10 – Delineation of Management Areas;
- Draft TM #11 – Establishment of Sustainability Criteria;
- Draft TM #12 – Proposed Projects and Management Actions;
- Draft TM #13 – GSP Implementation Plan; and
- Draft TM #14 – Proposed Monitoring Network and Protocols.

Phase 3 will extend from July 2019 through June 2020. One or more focused technical presentations will be made to MCWD GSA to present the data, methodology, and results from each task and to solicit feedback prior to drafting and submitting each Draft TM for review.

## PHASE 4 - GSP PREPARATION AND SUBMITTAL

Phase 4 of the Work Plan involves preparation of the GSP for submittal to DWR, and includes the following Tasks consistent, where applicable, with requirements for GSP submission outlined in the GSP Regulations and in the California Water Code (CWC §10727-10728.6):



- Task 31. Compile Complete Draft GSP
- Task 32. Distribute Draft GSP and Revise (if necessary) Per Stakeholder Feedback
- Task 33. Submit Final GSP to DWR
- Task 34. (Continue to) Participate in Intrabasin and Interbasin Coordination Efforts

Final deliverables to DWR from Phase 4 efforts will include:

- A Final (written) GSP for the MCWD Study Area;
- Coordination Agreements (as applicable);
- A Data Management System, integrated with all existing data; and
- Numerical Model Inputs/Outputs

It is anticipated that Phase 4 will extend from July 2020 through the GSP submission deadline of 31 January 2022. The MCWD GSA may choose to accelerate Phase 4 efforts in order to submit the Final GSP to DWR ahead of the January 2022 deadline.



Project Budget

Table 4 – Project Budget

Proposal Title: Groundwater Sustainability Planning for the Monterey Subbasin  
 Project Title: Marina Coast Water District Study Area Groundwater Sustainability Planning  
 Project serves a need of a DAC?:  Yes  No  
 Cost Share Waiver request?:  Yes  No

Tasks <sup>1</sup>		(a)	(b)	(c)	(d)
		Requested Grant Amount	Cost Share: Non-State Fund Source <sup>2</sup>	Other Cost Share	Total Cost
<b>Phase PM - Project Management and Administration (Tasks 1 - 3)</b>		\$ 72,937	\$ 80,085	\$ 7,148	\$ 160,170
(a)	Task 1. Proposition 1 Grant Mgmt., Admin, & Reporting	\$ 32,312	\$ 35,479	\$ 3,167	\$ 70,958
(b)	Task 2. Project Mgmt.	\$ 34,541	\$ 37,926	\$ 3,385	\$ 75,853
(c)	Task 3. Quality Assurance/Quality Control	\$ 6,083	\$ 6,680	\$ 596	\$ 13,359
<b>Phase 1 - GSP Foundation (Tasks 4 - 14)</b>		\$ 283,444	\$ 311,223	\$ 27,779	\$ 622,446
(d)	Task 4. Conduct Preliminary GSP Development Efforts	\$ 190,008	\$ 208,630	\$ 18,622	\$ 417,261
(e)	Task 5. Provide Initial Notification of GSP Development	\$ 842	\$ 925	\$ 83	\$ 1,849
(f)	Task 6. Select or Design Data Management System	\$ 8,315	\$ 9,130	\$ 815	\$ 18,259
(g)	Task 7. Gather Available Data & Compile into DMS	\$ 8,238	\$ 9,045	\$ 807	\$ 18,090
(h)	Task 8. Compile Information on the Plan Area & Basin Management Activities	\$ 6,357	\$ 6,980	\$ 623	\$ 13,960
(i)	Task 9. Conduct Data Gaps Assessment	\$ 18,793	\$ 20,634	\$ 1,842	\$ 41,269
(j)	Task 10. Evaluate Numerical Groundwater Modeling Options	\$ 9,731	\$ 10,684	\$ 954	\$ 21,369
(k)	Task 11. Develop GSP Development Funding Plan	\$ 4,671	\$ 5,129	\$ 458	\$ 10,257
(l)	Task 12. Develop Stakeholder Communication & Engagement Plan	\$ 7,911	\$ 8,686	\$ 775	\$ 17,372
(m)	Task 13. Conduct Stakeholder Engagement Related to GSP Foundation	\$ 5,672	\$ 6,228	\$ 556	\$ 12,456
(n)	Task 14. Participate in Intrabasin & Interbasin Coordination Efforts	\$ 22,907	\$ 25,152	\$ 2,245	\$ 50,304
<b>Phase 2 - Basin Analysis and Characterization (Tasks 15 - 22)</b>		\$ 244,532	\$ 268,497	\$ 23,966	\$ 536,994
(o)	Task 15. Implement Plan for Filling Data Gaps Needed for GSP Preparation	\$ 57,370	\$ 62,992	\$ 5,623	\$ 125,984
(p)	Task 16. Assess Groundwater Conditions & Develop Hydrogeologic Conceptual Model	\$ 31,747	\$ 34,858	\$ 3,111	\$ 69,716
(q)	Task 17. Develop/Refine Numerical Groundwater Model	\$ 65,510	\$ 71,931	\$ 6,420	\$ 143,861
(r)	Task 18. Develop Study Area and Basin-Wide Water Budget	\$ 27,876	\$ 30,608	\$ 2,732	\$ 61,216
(s)	Task 19. Assess Existing Monitoring Programs & Develop SGMA-Compliant Monitoring Network	\$ 19,996	\$ 21,956	\$ 1,960	\$ 43,911

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Project Budget

(t)	Task 20. Conduct Stakeholder Engagement Related to Basin Characterization	\$ 5,379	\$ 5,906	\$ 527	\$ 11,812
(u)	Task 21. Implement GSP Development Funding Plan	\$ 3,112	\$ 3,417	\$ 305	\$ 6,834
(v)	Task 22. Participate in Intrabasin & Interbasin Coordination Efforts	\$ 33,542	\$ 36,830	\$ 3,287	\$ 73,660
<b>Phase 3 - Sustainability Planning (Tasks 23 - 30)</b>		<b>\$ 149,046</b>	<b>\$ 163,654</b>	<b>\$ 14,607</b>	<b>\$ 327,308</b>
(w)	Task 23. Evaluate Potential Management Areas	\$ 9,678	\$ 10,627	\$ 949	\$ 21,253
(x)	Task 24. Develop Sustainable Management Criteria	\$ 27,160	\$ 29,822	\$ 2,662	\$ 59,644
(y)	Task 25. Identify Projects & Management Actions	\$ 33,084	\$ 36,327	\$ 3,242	\$ 72,654
(z)	Task 26. Create GSP Implementation Plan	\$ 20,076	\$ 22,044	\$ 1,968	\$ 44,087
(aa)	Task 27. Finalize Monitoring Network & Protocols	\$ 14,988	\$ 16,457	\$ 1,469	\$ 32,913
(ab)	Task 28. Conduct Stakeholder Engagement Related to Sustainability Planning	\$ 9,569	\$ 10,506	\$ 938	\$ 21,013
(ac)	Task 29. Implement GSP Development Funding Plan	\$ 1,380	\$ 1,515	\$ 135	\$ 3,030
(ad)	Task 30. Participate in Intrabasin & Interbasin Coordination Efforts	\$ 33,112	\$ 36,357	\$ 3,245	\$ 72,714
<b>Phase 4 - GSP Preparation and Submittal (Tasks 31 - 34)</b>		<b>\$ 86,153</b>	<b>\$ 94,597</b>	<b>\$ 8,444</b>	<b>\$ 189,194</b>
(ae)	Task 31. Compile Complete Draft GSP	\$ 17,854	\$ 19,604	\$ 1,750	\$ 39,207
(af)	Task 32. Distribute Draft GSP & Revise per Stakeholder Feedback	\$ 16,332	\$ 17,933	\$ 1,601	\$ 35,866
(ag)	Task 33. Submit Final GSP	\$ 1,403	\$ 1,541	\$ 138	\$ 3,081
(ah)	Task 34. Participate in Intrabasin & Interbasin Coordination Efforts	\$ 50,564	\$ 55,520	\$ 4,956	\$ 111,040
(ai)	<b>Grand Total (Sum rows (a) through (ai) for each column)</b>	<b>\$ 836,112</b>	<b>\$ 918,056</b>	<b>\$ 81,944</b>	<b>\$ 1,836,112</b>

<sup>1</sup> Refer to Work Plan for description of tasks. Tasks are organized by Work Plan phase and subtotals are shown for each phase.

<sup>2</sup> Local Cost Share will be provided by MCWD GSA (per Resolution No. 2017-GSA04, adopted 16 October 2017). The total for Column B is exactly 50% of the total project cost, and Column C is the additional cost share that the MCWD GSA is opting to contribute beyond the minimum requirement.

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**Budget Description**

This detailed budget table was developed to reflect estimated Project costs on a Task and Phase basis and is commensurate with the level of detail included in the Project Work Plan and Schedule. We anticipate that the grant will be managed at the Phase level.

For each Phase (and Task), estimated costs are reported for each of the entities (i.e., Technical Consultant and GSA staff) that will be involved in Project development. The costs are inclusive of the expected contributions of all staff within each respective entity and are developed based on: (1) records of hours or dollars spent to date for tasks already completed, and/or (2) professional experience performing similar work efforts. Total costs for each Phase (and Task) include the expected labor associated with completing the technical, facilitation, and/or administrative work efforts and preparing the associated presentations, technical memoranda, and all other interim work products and deliverables identified in the Project Work Plan.

Labor hours for each Phase (and Task) are translated into Project costs based on the billing/hourly rates and an assumed distribution of labor for each of the entities involved in Project development. Certain labor hours and costs (e.g., those related to GSA staff effort) are associated with in-kind services and will be applied towards Project cost share. Total requested grant amount is exactly 50% of the total Technical Consultant fees and the other direct costs (ODCs).

This budget estimate includes ODCs for field equipment, laboratory/analytical charges, and specialized software usage charges (i.e., CADD and GIS), wherever any ODCs are anticipated to occur. These ODCs were estimated based on typical current unit costs for each individual item multiplied by the anticipated quantity as described in the Project Work Plan. The level of effort and corresponding budget assumed for each Phase (and Task) reflects currently known or anticipated availability of technical information, tools, and other resources to support the Project, as described in the Project Work Plan.

Phase	Task		Costs by Category			Cost Totals	
			Technical Consultant	GSA Staff	ODCs	Task TOTAL	Rounded Phase TOTAL
PM Phase	Task 1.	Proposition 1 Grant Management, Administration, & Reporting	\$40,952	\$30,007	\$0	\$70,958	\$160,170
	Task 2.	Project Management	\$39,749	\$36,104	\$0	\$75,853	
	Task 3.	Quality Assurance/Quality Control	\$7,519	\$5,680	\$160	\$13,359	
Phase 1 GSP Foundation	Task 4.	Conduct Preliminary GSP Development Efforts	\$383,159	\$34,102	\$0	\$417,261	\$622,446
	Task 5.	Provide Initial Notification of GSP Development	\$1,389	\$460	\$0	\$1,849	
	Task 6.	Select or Design Data Management System	\$17,633	\$626	\$0	\$18,259	
	Task 7.	Gather Available Data & Compile into DMS	\$13,726	\$4,044	\$320	\$18,090	
	Task 8.	Compile Information on the Plan Area & Basin Management Activities	\$12,544	\$1,096	\$320	\$13,960	
	Task 9.	Conduct Data Gaps Assessment	\$40,629	\$0	\$640	\$41,269	
	Task 10.	Evaluate Numerical Groundwater Modeling Options	\$21,129	\$0	\$240	\$21,369	
	Task 11.	Update GSP Development Funding Plan	\$6,405	\$3,852	\$0	\$10,257	
	Task 12.	Develop Stakeholder Communication & Engagement Plan	\$12,162	\$5,210	\$0	\$17,372	
	Task 13.	Conduct Stakeholder Engagement Related to GSP Foundation	\$8,310	\$4,146	\$0	\$12,456	
	Task 14.	Participate in Intrabasin & Interbasin Coordination Efforts	\$30,828	\$19,476	\$0	\$50,304	



Budget Description

Phase	Task		Costs by Category			Cost Totals	
			Technical Consultant	GSA Staff	ODCs	Task TOTAL	Rounded Phase TOTAL
Phase 2 Basin Characterization & Analysis	Task 15.	Implement Plan for Filling Data Gaps Needed for GSP Preparation	\$92,489	\$8,595	\$24,900	\$125,984	\$536,994
	Task 16.	Assess Groundwater Conditions & Develop Hydrogeologic Conceptual Model	\$64,463	\$3,973	\$1,280	\$69,716	
	Task 17.	Develop/Refine Numerical Groundwater Model	\$143,861	\$0	\$0	\$143,861	
	Task 18.	Develop Study Area and Basin-Wide Water Budget	\$58,178	\$2,878	\$160	\$61,216	
	Task 19.	Assess Existing Monitoring Programs & Develop SGMA-Compliant Monitoring Network	\$38,588	\$5,003	\$320	\$43,911	
	Task 20.	Conduct Stakeholder Engagement Related to Basin Characterization and Analysis	\$9,052	\$2,760	\$0	\$11,812	
	Task 21.	Implement GSP Development Funding Plan	\$1,198	\$5,636	\$0	\$6,834	
	Task 22.	Participate in Intrabasin & Interbasin Coordination Efforts	\$58,596	\$15,064	\$0	\$73,660	
Phase 3 Sustainability Planning	Task 23.	Evaluate Potential Management Areas	\$19,637	\$1,456	\$160	\$21,253	\$327,308
	Task 24.	Develop Sustainable Management Criteria	\$55,128	\$4,036	\$480	\$59,644	
	Task 25.	Identify Projects & Management Actions	\$61,612	\$10,402	\$640	\$72,654	
	Task 26.	Create GSP Implementation Plan	\$32,683	\$11,004	\$400	\$44,087	
	Task 27.	Finalize Monitoring Network & Protocols	\$31,027	\$1,406	\$480	\$32,913	
	Task 28.	Conduct Stakeholder Engagement Related to Sustainability Planning	\$18,741	\$2,272	\$0	\$21,013	
	Task 29.	Implement GSP Development Funding Plan	\$1,340	\$1,690	\$0	\$3,030	
	Task 30.	Participate in Intrabasin & Interbasin Coordination Efforts	\$58,596	\$14,118	\$0	\$72,714	
Phase 4 - GSP Prep & Submittal	Task 31.	Compile Complete Draft GSP	\$27,535	\$11,192	\$480	\$39,207	\$189,194
	Task 32.	Distribute Draft GSP & Revise per Stakeholder Feedback	\$21,206	\$14,660	\$0	\$35,866	
	Task 33.	Submit Final GSP to DWR	\$1,905	\$1,176	\$0	\$3,081	
	Task 34.	Participate in Intrabasin & Interbasin Coordination Efforts	\$57,302	\$53,738	\$0	\$111,040	
<b>TOTAL ESTIMATED PROJECT COSTS:</b>						<b>\$1,836,112</b>	

**ATTACHMENT B**  
**Round 3 Grant Applicant Scope of Work**

## PROJECT DETAILS

### D. Scope of Work and Deliverables

#### a. Scope of Work

The Project Work Plan is split into a total of three components, which coincide with the components in *Attachment 4 – Project Budget* and *Attachment 5 – Project Schedule*. Within each component there are a series applicable categories and sub-tasks which are necessary to develop a comprehensive GSP.

Basin stakeholders and the general public will be informed of the status and results of these tasks during public GSA Board meetings, Subbasin Coordination Committee meetings, Public Workshop(s), direct outreach, and the Public Hearing to Adopt the GSP. All GSA Board meeting packets and workshop presentations are posted to the GSAs' websites ([https://www.mcwd.org/gsa\\_about.html](https://www.mcwd.org/gsa_about.html); <https://svbgsa.org/>). Finally, the Draft GSP will be available on the GSAs' website for a 90-day public comment period per the GSP Regulations. Once all public comments have been addressed, the GSAs will hold Public Hearing(s) to adopt the GSP, and the final adopted GSP will be uploaded to DWR's SGMA portal as well as the GSA's website. Annual reports will also be submitted on DWR's SGMA portal.

#### **Component 1 Grant Administration**

Category (a) Grant Agreement Administration includes all work efforts needed to comply with Grant reporting and administration requirements, including accounting of expenditures of allocated grant monies, preparation of Quarterly Progress Reports, invoices, and associated documentation, and as-needed communications with DWR Sustainable Groundwater Planning (SGWP) grant administration staff. Grant Administration will be conducted throughout the entire Project timeframe (i.e., one quarter following the January 2022 GSP submission deadline [April 2022]), as it requires tracking the Project progress, budget, and schedule. As the Proposition 68 Grant requires separate grant reporting and invoicing, this task is not duplicative with the previously funded (Round 2) Grant Agreement Administration task.

##### Category (a). Grant Agreement Administration

#### **Task 1. Grant Agreement Administration**

Task 1 includes all work efforts needed to prepare and submit Grant reporting and invoicing documents to DWR. These documents include Quarterly Progress Reports, invoices and associated backup documentation, and quarterly cost share reconciliation.

#### **Component 2 GSP Development by MCWD GSA**

This component consists of GSP development activities to be implemented by MCWD GSA for the Basin GSP.

##### Category (a). Component Administration

#### **Task 1. Project Management**

Task 1 includes project management activities, including budget tracking, schedule management, staff assignments, subconsultant/subcontractor management, contract compliance, etc.

##### Category (b). Stakeholder Engagement / Outreach

#### **Task 1. Intra- and Inter-basin Coordination**

Task 1 includes additional work efforts required to continue the current level of intra- and inter-basin coordination implemented by MCWD GSA through January 2022. Existing Round 2 funding is anticipated to support MCWD GSA's intra- and inter-basin coordination activities through early 2020.

#### **Task 2. Subbasin Coordination Committee**

MCWD GSA, in collaboration with SVBGSA, will establish a Subbasin Coordination Committee for GSP development within the Monterey Subbasin. The Committee will include members from each GSA as well as key stakeholders within the Basin to provide an avenue for input and deliberation regarding the Monterey Subbasin GSP. Membership of Subbasin Committee will be determined in early 2020. Members will assist the GSAs with communication to stakeholder groups and be expected to represent their respective groups so that the GSP reflects local stakeholder preferences. The Subbasin Committee will provide input for the MCWD GSA Board of Directors. The Subbasin Committee will discuss GSP content, seawater intrusion control, and projections and management actions within the Subbasin.

This task includes additional stakeholder engagement efforts for MCWD GSA to administer the Subbasin Committee and hold public committee meetings. Existing Round 2 funding is also anticipated to support this process.

### Category (c). GSP Development

Category (c) GSP Development includes additional work efforts required to develop numerical tools and fill data gaps identified during GSP foundational work efforts that are crucial for developing a comprehensive GSP that meets all regulatory and technical guidance provided by DWR and others. Category (c) GSP Development will include critical supplemental tasks to GSP development currently under way supported by the Basin's Round 2 funding, and focuses on two tasks as detailed below. These work efforts are not duplicative work efforts currently underway as part of the Round 2 funding efforts.

#### **Task 1. Development of Refined Basin-Specific Numerical Groundwater Model**

The entire scope for development of a refined Basin-specific numerical groundwater model is described under this task. However, as described above and in Attachment 4, this grant application only requests for the level-of-effort that was not anticipated in the Basin's Round 2 GSP work plan, which was developed assuming refining and applying the SVIHM for GSP development. The scope of work for modeling consists of four major tasks, consistent with the general modeling process outlined in DWR's Modeling Best Management Practices document (DWR, 2016):

1. Model Development, including data compilation and synthesis, model code selection, model construction, model parameterization, boundary and initial conditions, and transport processes;
2. Model Calibration, including sensitivity analysis, model calibration, and model validation;
3. Model Application, including running the model for specific SGMA-related purposes;
4. Model Documentation, including identification of model uncertainties and potential future steps.

The model to be developed, calibrated, applied, and documented under this effort will be a local model of the Monterey Subbasin, and will thus be known as the Monterey Subbasin Groundwater Model (MSGM).

#### **Task 1.1 Model Development**

Task 1 Model Development involves building a numerical model that represents the physical system in and around the Monterey Subbasin, based, to the extent possible, on the best available information and science. Model development will include incorporating information and data from existing models, as well as new information and data that has been recently collected and compiled for the AOI. The model will be constructed with the following modeling objectives and applications in mind:

- Supporting the development of water budget information for inclusion in the Monterey Subbasin GSP, including for historical, current and projected conditions, and including evaluation of sustainable yield;
- Supporting analysis of Sustainable Management Criteria, including assessment of the occurrence (location and timing) of conditions that may lead to undesirable results;
- Supporting assessment of Projects and Management Actions that may be included in the Monterey GSP to ensure that undesirable results are avoided, and that sustainable management is achieved in the subbasin; and
- Supporting evaluation of additional projects, not specifically included in the Monterey Subbasin GSP, that may be implemented in the subbasin or in neighboring areas and which may potentially impact groundwater conditions and either aid or hinder the subbasin's ability to achieve sustainable management.

The first step in model development will be to compile and synthesize the various datasets already gathered to support the basin Hydrogeologic Conceptual Model (HCM) (i.e., geology, hydrogeology, groundwater conditions, land use, soils, etc.) into a single unified framework (e.g., consistent coordinate system) which can then be converted into a numerical representation of the system. One dataset that will be key to this modeling effort is the recently acquired AEM data collected by MCWD in 2017, over most of the coastal portion of the subbasin. These data, which consist of high spatial resolution measurements of the groundwater's electro-physical properties, depict the occurrence of fresh water and seawater and will be used to inform model layering and existing conditions. As discussed in Task 3 below, a second round of AEM data was collected in 2019 and the information from these two snapshots in time will facilitate analysis of freshwater recharge from infiltration of rainfall, a key component of the sustainably yield.

The second step in model development will be to select an appropriate modeling code/software environment. The model code will be selected from amongst the MODFLOW family of groundwater model software tools to ensure that it will be compatible with the USGS's regional SVIHM. As stated earlier, it is anticipated that the refined information developed with

the MSGM will eventually be incorporated into that regional model. The MSGM model will be developed to be compatible with variable-density flow models such as SEAWAT to allow for future extension of this feature, which may be required to ultimately design potential basin projects such as an extraction barrier.

The next step in model development is to construct the spatial model domain, grid, and layering, and set up the temporal scheme. The MSGM model domain will be specified to include the entire Monterey Subbasin and will extend some distance into the adjacent areas. Specifying the model domain to be larger than the Monterey Subbasin will reduce the effects of uncertain boundary conditions on simulated conditions within the subbasin. The model grid will be developed with consideration of available information and groundwater use, with higher resolution in areas of greater groundwater use. The model domain will be divided vertically into layers corresponding to the primary aquifer and aquitard units, based on the detailed HCM information, including the recently acquired AEM data. The temporal scheme (i.e., timesteps and overall simulation duration) will be developed based on available data and in conjunction with the water budget modeling objectives.

Once the spatial grid and temporal scheme of the model are set up, the model will be parameterized based on the best available data. Parameterization will draw on data from other existing models of the area (e.g., the USGS's SVIHM, the Army's Fort Ord model, the Seaside Subbasin model, and others), as well as incorporation of available data from aquifer tests and other sources, as applicable.

The next step in model development will be the development and assignment of boundary conditions and initial conditions. Boundary conditions include the sea level along the western boundary, no flow conditions at the model bottom and along certain lateral boundaries, specified head values along certain other lateral boundaries, and groundwater pumping. The boundary condition at the land surface will be recharge, including recharge from rainfall as well as managed recharge (if developed in the future) and deep percolation of applied irrigation water. Recharge rates will be estimated *a priori* using independent methods based on climate, land use, soil properties using the Integrated Water Flow Model (IWFM) Demand Calculator (IDC) or similar public domain code. The recharge estimates will be calibrated through examination of their effect on groundwater levels in the shallow Dune Sand Aquifer, as well as with the AEM-derived recharge volume estimates developed from the 2017 and 2019 AEM datasets. Surface water systems will be incorporated through use of specialized boundary conditions that account for stream stage, streambed properties, and vertical gradients between surface water and underlying groundwater. Initial conditions will be assigned based on historical groundwater elevation contour maps. The model's temporal scheme will include a "warm-up" period to allow potential inaccuracies from initial conditions to dissipate prior to the start of the actual period of interest.

The model will be capable of simulating transient groundwater flow processes within its domain. Next the model will be extended to include advective transport processes using particle tracking. This extension will allow for simulation of the movement of conservative solutes, such as total dissolved solids, to assess the rate of movement of the seawater intrusion front. The use of transport processes will be essential to understanding the potential role of Projects and Management Actions in avoiding undesirable results in the subbasin.

### **Task 1.2 Model Calibration**

Task 2 Model Calibration involves the refinement of model parameters and boundary conditions from their initial specified values in order to improve the model's ability to simulate observed conditions (i.e., model performance) and decrease overall error. Calibration will include three steps: sensitivity analysis, model parameter adjustment, and model validation. Each of these three steps will be conducted for both steady-state and transient conditions.

Sensitivity analysis is used to identify which parameters have a significant influence on the model results, thereby allowing subsequent model calibration to focus on those parameters. This analysis involves adjusting selected parameters in a controlled manner and analyzing the change in output variables. Sensitivity analysis can be performed using automated software (e.g., PEST), given the complexity of the model domain.

Once the most sensitive parameters are identified, those parameters will be adjusted within reasonable ranges, based on available data and scientific understanding, to attempt to improve the overall model performance for a given time period (i.e., the calibration period). Certain observed data will be selected as calibration targets, and the goal of calibration will be to reduce model error with respect to those targets. Model calibration data will include hydraulic head (water level) measurements in wells, and also electrical conductance data from the recent AEM studies as a surrogate for groundwater salinity levels.

Model validation is similar to model calibration; however, it entails running the model with calibrated parameters over a separate validation period to assess model performance. Satisfactory model performance during the model validation period gives confidence that the calibrated model can simulate other non-calibration periods with reasonable accuracy.

### **Task 1.3 Model Application**

The calibrated model will be used for analysis of several key components of the Monterey Subbasin GSP: water budgets, Sustainable Management Criteria (SMC) development, and Project / Management Action (P/MA) evaluation.

Under Task 3.1, the calibrated model will be used to develop the water budget information required under the GSP Regulations (CCR § 354.18). A water budget is a quantitative accounting, using mass balance principles, of all of the water inflows to and outflows from a given spatial domain, a task for which groundwater models such as the MSGM are implicitly well-suited. The model-based estimates will be presented along with information on measured values, when available, and with discussion of their range of uncertainty.

The water budgets required in GSPs include three time period: historical, “current”, and projected (future). Historical and current time periods rely on information for various components based on actual data whereas the projected period requires estimation/projection of those components. Projected water budgets require development of new input datasets that incorporate projected changes in land use and water use within the Monterey Subbasin, as well as the effects of climate change which may include changes to precipitation and potential evapotranspiration as well as sea level rise. Projected water budgets will be developed for Baseline, Urban Growth and Urban Growth with Climate Change scenarios. Uncertainty in projected water budgets will be quantified in terms of the parameter sensitivity information (see Task 2.1 above), as well as by comparison of the projected scenarios which themselves encompass a range of uncertain outcomes. Results will help inform the development of projects and management actions to address any potential negative projected change in storage.

GSP water budgets require an estimate of “sustainable yield”, a term which is defined in relation to the locally-defined undesirable results as the amount of pumping that can be sustained over the long-term without causing such undesirable results. When the undesirable results are defined, the model will be used to assess the amount of pumping that is possible whilst avoiding those undesirable results.

The MSGM model will be used to evaluate the effects of projected land and water use on groundwater conditions, relative to the relevant sustainability indicators. This analysis will guide the development of SMCs, including Minimum Thresholds, Measurable Objectives, and Interim Milestones. The model will be a valuable tool for assessing how, where, and when the proposed SMCs might be met or exceeded.

The model will also be used to simulate how the groundwater conditions would change as a result of implementation of planned P/MAs. These results will guide the P/MA implementation planning and will help in coordinating with adjacent basins in their P/MAs. Regional projects would likely extend beyond the boundaries of the MSGM, and thus will likely require coordinated modeling efforts with SVBGSA.

### **Task 1.4 Model / Modeling Documentation**

Task 1.4 entails preparing documentation of the MSGM model development, calibration, and application. Documentation will include preparation of one Technical Memorandum (TM) describing the model development and calibration under Tasks 1.1 and 1.2, respectively, and a second TM describing the model application for purposes of GSP water budget analysis, SMC analysis, and P/MA evaluation under Task 1.3.

## **Task 2. Coordination of Modeling Efforts**

This task will include time spent by MCWD GSA developing a modeling coordination agreement with SVBGSA and subsequent modeling coordination efforts. These modeling coordination efforts will include:

- (a) Providing information to SVBGSA and its technical consultant during MCWD GSA’s development of the refined Basin-Specific numeral model including model input parameters, structure, and calibration results.
- (b) Responding to questions/concerns expressed by SVBGSA and incorporating input from SVBGSA into the refined Basin-Specific numeral model.
- (c) Providing information to SVBGSA and its technical consultant regarding comparisons of water budgets developed the refined Basin-Specific numeral model and SVIHM.
- (d) Reviewing and providing feedback to SVBGSA and its technical consultant regarding information provided during SVBGSA’s development of a Basin-specific and regional variable-density model identified under Component 3 herein, including modeling of regional projects and management actions on conditions within the Basin.



### **Task 3. AEM Data Collection and Analysis**

This task includes efforts associated with acquiring AEM data over the specified project area, performing quality assurance and quality control protocols (QA/QC), database development, and review of hydrogeologic and geologic conditions for the area. The 2019 AEM survey covered areas previously flown during 2017 as well as additional/modified flight lines. Additional flight lines were added to inland areas of the Monterey Subbasin and Seaside Subbasin. The AEM survey was flown over the project area at a spacing appropriate to capture the groundwater quality of the area. Approximately 531 line-miles of AEM survey was flown in May 2019.

Data collected from the survey will be used to create a hydrogeologic framework of the project area. Technical consultants will process and numerically invert the AEM data and derive 2D and 3D electrical resistivity models of the surveyed area. A hydrogeologic framework of the area will be developed that will include maps of aquifer(s), map of aquifer(s) relationship to current test holes and production groundwater wells, a comparison of the change in nature and extent from 2017 with the 2019 data, and a map of estimated seawater intrusion areas in the surveyed area.

#### Category (d). Monitoring / Assessment

Not applicable

### **Component 3 GSP Development by SVBGSA**

This component consists of GSP development activities to be implemented by SVBGSA for the MCWD Subbasin GSP.

#### Category (a). Component Administration

##### **Task 1. Project Management**

Developing the Seawater Intrusion Model will entail coordination between technical staff that work on modeling, GIS map development, GSP development, and projects and management actions. Project management will ensure that all activities that are affected by the Seawater Intrusion Model work in a consistent manner.

##### **Task 2. Grant Administration Support**

This task includes the SVBGSA portion of grant administration, including invoicing, contract management, and contributions to quarterly and final reports. MCWD GSA will combine all grant administration and deliver reports and deliverables to DWR.

#### Category (b). Stakeholder Engagement / Outreach

##### **Task 1. Inter- and Intra-Basin Coordination**

Coordination within the Monterey Subbasin and between subbasins is critical to ensure an integrated approach to groundwater sustainability in the Salinas Valley. This task includes coordination with MCWD GSA within the Monterey Subbasin and with other Salinas Valley subbasins on all topics relating to GSP development and implementation.

##### **Task 2. Subbasin Coordination Committee**

The SVBGSA will assist MCWD GSA with convening a Subbasin Committee for the Monterey Subbasin. The subbasin Committee will involve a diverse mix of stakeholders so as to provide an avenue for input and deliberation regarding the Monterey Subbasin GSP. Membership of Subbasin Committee will be determined in early 2020. Members will assist the GSAs with communication to stakeholder groups and be expected to represent their respective groups so that the GSP reflects local stakeholder preferences. The Subbasin Committee will provide input for the SVBGSA valley-wide Advisory Committee and Board of Directors. The Subbasin Committee will discuss GSP content, seawater intrusion, and projects and management actions within the subbasin.

#### Category (c). GSP Development

##### **Task 1. Seawater Intrusion Model Development**

The SVBGSA, working with its technical consultant, will develop a seawater intrusion model to assess the impacts of projects and management actions on the rate and extent of seawater intrusion. Seawater intrusion is one of the main groundwater problems in the Monterey Subbasin and a model is needed to identify a strategy to reduce intrusion. The model will be a simplified variable density model to represent the differing densities between seawater and fresh groundwater, and will build off the SVIHM and MCWD GSA's MSGM. To be consistent with these models, a three-dimensional variable density

modeling code will be selected that is compatible with the MODFLOW modeling platform, such as SEAWAT or the MODFLOW Sea Water Intrusion (SWI) package. The seawater intrusion model will add the variable density components to MCWD GSA's MSGM and evaluate how it alters flows. If the densities impact the calibration, it would be recalibrated to better match measured water levels and salinity. This is a complex and time-intensive modeling process because salinity varies throughout the aquifer and affects groundwater flow and seawater intrusion. Data available from MCWRA for seawater intrusion, as well as MCWD's geophysical data, will be assessed and incorporated into the model as appropriate.

**Task 2. Coordination of Modeling Efforts**

This task will include time spent by SVBGSA developing a modeling coordination agreement with SVBGSA and subsequent modeling coordination efforts. These modeling coordination efforts will include:

- (a) Reviewing MCWD GSA's refined Basin-specific model identified under Component 2 herein, providing questions/concerns to MCWD GSA and its technical consultant on model, and reaching agreement on technical specifications.
- (b) Providing information to MCWD GSA and its technical consultant during SVBGSA's development of the seawater intrusion model, including input parameters, structure, and calibration, and modeling of regional projects and management actions on conditions within the Basin.
- (c) Responding to MCWD GSA's feedback on SVBGSA's development of the variable density model.

**Task 3. Coordination of Seawater Intrusion Model between Monterey Subbasin and Other Subbasins**

To address seawater intrusion in the Monterey Subbasin and the Salinas Valley, it is critical to coordinate data and models of seawater intrusion. As such, this task anticipates substantial time spent coordinating the seawater intrusion model developed for the Monterey Subbasin with the other Salinas Valley subbasins that are impacted by seawater intrusion. This will provide the opportunity to refine the model taking into account the best data available, and it will result in a shared model to assess the effects of projects and management actions throughout the Salinas Valley on seawater intrusion.

Category (d). Monitoring / Assessment

**Task 1. Check Monitoring Network Consistency with the Salinas Valley Groundwater Basin**

It is important that the monitoring networks between the Monterey Subbasin and 180/400-Foot Subbasin are consistent and there is coordination between them. To address this, the SVBGSA will compare monitoring networks to identify any inconsistencies or data gaps.

**b. Project Deliverables**

**Component 1 Grant Administration**

**Category (a) Deliverables (0% complete):**

- Executed Grant Agreement, including Amendment(s) (if necessary)
- Quarterly Progress Reports
- Quarterly invoices and all required backup documentation
- Draft and Final Grant Completion Report
- Environmental Information Form (EIF)

Environmental Compliance and Permitting

No environmental compliance and permitting is required under Category (a)

**Component 2 GSP Development by the MCWD GSA**

<b>(a) Component Administration</b>	
Task 1. Project Management	<b>Project Status:</b> 0% <b>Deliverables:</b> Summary of project management on quarterly reports
<b>(b) Stakeholder Engagement / Outreach</b>	
Task 1. Inter- and Intra-Basin Coordination	<b>Project Status:</b> 0% <b>Deliverables:</b> Summary of coordination on quarterly reports



Task 2. Subbasin Coordination Committee	<b>Project Status:</b> 0% <b>Deliverables:</b> Meeting agendas, meeting materials, and minutes
<b>(c) GSP Development</b>	
Task 1. Development of Refined Basin-Specific Numerical Groundwater Model	<b>Project Status:</b> 0% <b>Deliverables:</b> Draft GSP Appendix – Groundwater Flow Model documentation
Task 2. Coordination of Modeling Efforts	<b>Project Status:</b> 0% <b>Deliverables:</b> Model Coordination Agreement (as necessary), meeting agendas, meeting materials, and minutes
Task 3. AEM Data Collection and Analysis	<b>Project Status:</b> 80% <b>Deliverables:</b> AEM Survey Hydrogeologic Framework Report
<b>(d) Monitoring / Assessment</b>	
Not applicable	

Environmental Compliance and Permitting

No environmental compliance and permitting is required for Component 2.

**Component 3 GSP Development by the SVBGSA**

<b>(a) Component Administration</b>	
Task 1. Project Management	<b>Project Status:</b> 0% <b>Deliverables:</b> Summary of project management on quarterly reports
Task 2. Grant Administration Support	<b>Project Status:</b> 0% <b>Deliverables:</b> Quarterly invoices and progress reports, and final report
<b>(b) Stakeholder Engagement / Outreach</b>	
Task 1. Inter- and Intra-Basin Coordination	<b>Project Status:</b> 0% <b>Deliverables:</b> Summary of coordination on quarterly reports
Task 2. Subbasin Coordination Committee	<b>Project Status:</b> 0% <b>Deliverables:</b> Meeting agendas, meeting materials, and minutes
<b>(c) GSP Development</b>	
Task 1. Seawater Intrusion Model Development	<b>Project Status:</b> 0% <b>Deliverables:</b> Seawater intrusion model documentation
Task 2. Coordination of Modeling Efforts	<b>Project Status:</b> 0% <b>Deliverables:</b> Model Coordination Agreement (as necessary), meeting agendas, meeting materials, and minutes
Task 3. Coordination of Seawater Intrusion Model between Monterey Subbasin and Other Subbasins	<b>Project Status:</b> 0% <b>Deliverables:</b> Summary of seawater intrusion model coordination efforts between the Monterey Subbasin and other subbasins
<b>(d) Monitoring / Assessment</b>	
Task 1. Check Monitoring Network Consistency with the Salinas Valley Groundwater Basin	<b>Project Status:</b> 0% <b>Deliverables:</b> Summary of monitoring network consistency check.

Environmental Compliance and Permitting

No environmental compliance and permitting is required for Component 3.

**ATTACHMENT 4**

**GRANT PROPOSAL SUMMARY BUDGET – TEMPLATES**

**Table 5B – Grant Proposal Summary Budget (Multiple Components)**

**Grant Proposal Title:** GSP Development Activities in the Monterey Subbasin

**Applicant:** Marina Coast Water District GSA

Grant Proposal serves a need of a DA?:  Yes     No

Local Cost Share requested:  25%     15%     10%     0%

<b>Budget Categories</b>	<b>(a) Requested Grant Amount</b>	<b>(b) Local Cost Share: Non- State Fund Source<sup>2</sup></b>	<b>(c) Total Cost</b>	<b>(d) % Local Cost Share (Col (b)/ Col (c))</b>
Component 1 Grant Administration	\$23,000	\$8,000	\$31,000	25%
Component 2: GSP Development by MCWD GSA	\$527,000	\$177,000	\$704,000	25%
Component 3: GSP Development by SVBGSA	\$450,000	\$175,320	\$625,320	25%
<b>Grand Total</b> <i>Sum rows (1) through (n) for each column</i>	<b>\$1,000,000</b>	<b>\$360,320</b>	<b>\$1,360,320</b>	<b>25%</b>

<sup>1</sup> List sources of funding: Local Cost Share will be provided by Marina Coast Water District Groundwater Sustainability Agency (MCWD GSA) and Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) for their respective project components. Local Cost Share is calculated based on the total project cost (grant amount plus match), not the grant amount. Total project cost x %Local Cost Share = required match.

**ATTACHMENT 4**  
**PROPOSAL/COMPONENT DETAILED BUDGET – TEMPLATE**

**Table 6B – Proposal/Component Detailed Budget (Multiple Components)**

Grant Proposal Title: GSP Development Activities in the Monterey Subbasin

Applicant: Marina Coast Water District GSA

Component Title: Component 1: Grant Administration

Budget Categories <sup>1</sup>	(a) Requested Grant Amount	(b) Local Cost Share: Non- State Fund Source <sup>2</sup>	(c) Total Cost
(a) Grant Administration	\$23,000	\$8,000	\$31,000
Task 1: Grant Administration	\$23,000	\$8,000	\$31,000
Grand Total <i>Sum rows in Category (a) for each column</i>	\$23,000	\$8,000	\$31,000

<sup>1</sup> Only these Budget Categories shall be used. Tasks should be added for more detail.

<sup>2</sup> List sources of funding: *Local Cost Share will be provided by MCWD GSA. Local Cost Share is calculated based on the total project cost (grant amount plus match), not the grant amount. Total project cost x %Local Cost Share = required match.*

**ATTACHMENT 4**  
**PROPOSAL/COMPONENT DETAILED BUDGET – TEMPLATE**

**Table 6B – Proposal/Component Detailed Budget (Multiple Components)**

Grant Proposal Title: GSP Development Activities in the Monterey Subbasin

Applicant: Marina Coast Water District GSA

Component Title: Component 2: GSP Development by MCWD GSA

Budget Categories <sup>1</sup>	(a) Requested Grant Amount	(b) Local Cost Share: Non- State Fund Source <sup>2</sup>	(c) Total Cost
<b>(a) Component Administration</b>	<b>\$14,000</b>	<b>\$5,000</b>	<b>\$19,000</b>
Task 1. Project Management	\$14,000	\$5,000	\$19,000
<b>(b) Stakeholder Engagement / Outreach</b>	<b>\$79,000</b>	<b>\$27,000</b>	<b>\$106,000</b>
Task 1. Inter- and Intra-Basin Coordination	\$52,000	\$18,000	\$70,000
Task 2. Subbasin Coordination Committee	\$27,000	\$9,000	\$36,000
<b>(c) GSP Development</b>	<b>\$434,000</b>	<b>\$145,000</b>	<b>\$579,000</b>
Task 1. Development of Refined-Basin Specific Numerical Groundwater Model	\$137,000	\$46,000	\$183,000
Task 2: Coordination of Modeling Efforts	\$52,500	\$17,500	\$70,000
Task 3. AEM Data Collection and Analysis	\$244,500	\$81,500	\$326,000
<b>(d) Monitoring / Assessment</b>	<b>--</b>	<b>--</b>	<b>--</b>
<b>Grand Total</b> <i>Sum rows (a) through (d) for each column</i>	<b>\$527,000</b>	<b>\$177,000</b>	<b>\$704,000</b>

<sup>1</sup> Only these Budget Categories shall be used. Tasks should be added for more detail.

<sup>2</sup> List sources of funding: *Local Cost Share will be provided by MCWD GSA. Local Cost Share is calculated based on the total project cost (grant amount plus match), not the grant amount. Total project cost x %Local Cost Share = required match.*

**ATTACHMENT 4**  
**PROPOSAL/COMPONENT DETAILED BUDGET – TEMPLATE**

**Table 6B – Proposal/Component Detailed Budget (Multiple Components)**

**Grant Proposal Title:** GSP Development Activities in the Monterey Subbasin

**Applicant:** Marina Coast Water District GSA

**Component Title:** Component 3: GSP Development by SVBGSA

Budget Categories <sup>1</sup>	(a) Requested Grant Amount	(b) Local Cost Share: Non- State Fund Source <sup>2</sup>	(c) Total Cost
<b>(a) Component Administration</b>	<b>\$15,000</b>	<b>\$45,460</b>	<b>\$60,460</b>
Task 1. Project Management	\$10,000	\$34,000	\$44,000
Task 2. Grant Administration Support	\$5,000	\$11,460	\$16,460
<b>(b) Stakeholder Engagement / Outreach</b>	<b>\$33,000</b>	<b>\$49,970</b>	<b>\$82,970</b>
Task 1. Inter- and Intra-Basin Coordination	\$15,000	\$35,500	\$50,500
Task 2. Subbasin Coordination Committee	\$18,000	\$14,470	\$32,470
<b>(c) GSP Development</b>	<b>\$400,000</b>	<b>\$79,890</b>	<b>\$479,890</b>
Task 1. Seawater Intrusion Model Development	\$300,000	\$42,390	\$342,390
Task 2. Coordination of Modeling Efforts	\$70,000	--	\$70,000
Task 3. Coordination of Seawater Intrusion Model between Monterey Subbasin and Other Subbasins	\$30,000	\$37,500	\$67,500
<b>(d) Monitoring / Assessment</b>	<b>\$2,000</b>	<b>--</b>	<b>\$2,000</b>
Task 1. Check Monitoring Network Consistency with the Salinas Valley Groundwater Basin	\$2,000	--	\$2,000
<b>Grand Total</b> <i>Sum rows (a) through (e) for each column</i>	<b>\$450,000</b>	<b>\$175,320</b>	<b>\$625,320</b>

<sup>1</sup> Only these Budget Categories shall be used. Tasks should be added for more detail.

<sup>2</sup> List sources of funding: *Local Cost Share will be provided by SVBGSA. Local Cost Share is calculated based on the total project cost (grant amount plus match), not the grant amount. Total project cost x %Local Cost Share = required match.*

**ATTACHMENT C**

**Recycled Water Feasibility Study Grant Application Scope of Work**



outside the Seaside and North Marina model boundaries, these models therefore cannot reliably simulate the planned IPR operations. Finally, the Salinas Valley Integrated Hydrologic Model (“SVIHM”). The SVIHM represents the entire Salinas Valley Basin and can provide insight into the relationships between inland recharge and extraction activities and groundwater conditions in the Monterey Subbasin. However, detailed review of the SVIHM is needed to evaluate its utility to simulate the injection/extraction operations being considered by MCWD and IPR project feasibility.

The MCWD is in active negotiations for access to the SVIHM to support their groundwater sustainability efforts in the Monterey Subbasin. Accordingly, this access will also provide the opportunity to evaluate SVIHM’s utility to assess IPR feasibility. However, the timing of SVIHM availability to MCWD is uncertain, and alternative plans may be needed to ensure MCWD has a model that can adequately support completion of their Groundwater Management Plan (GMP) and evaluate the IPR project for the Monterey Subbasin. Therefore, unless access to the SVIHM model can be obtained in a timely manner, the most effective option will be to utilize the abundance of geohydrologic information available in the existing Fort Ord, Seaside, and North Marina models to construct a custom model that represents the Monterey Subbasin and supports GSP development and IPR feasibility.

#### **4. STUDY SCOPE**

As described above, this feasibility study aims to identify a preferred project for injection of purified recycled water into the Monterey Subbasin for future extraction by MCWD’s municipal production wells and for protection of these production wells from seawater intrusion. A groundwater-flow model is needed to evaluate the feasibility of IPR to accomplish these goals. It is also needed to assess retention times within the aquifer of injected advanced treated recycled water prior to extraction at the nearest production well. State Water Resources Control Board (“SWRCB”) regulations for groundwater replenishment under Title 22 of the California Code of Regulations (“Recycled Water Regulations”), require minimum aquifer retention times for injected recycled water for pathogen microorganism control.

A numerical, three-dimensional, transient model is required that characterizes the multi-aquifer system, simulates seasonal extraction and injection operations, and calculates the potential water retention time between injection and extraction. For example, recycled water availability for injection will likely be greater during winter and early spring when CSIP irrigation water demand is low, whereas recycled water availability will be relatively less during the summer and early fall when CSIP water demand is high. The groundwater-flow model is needed to quantitatively evaluate the complex relationships between the seasonal injection/extraction schedules, injection/extraction well locations, the resulting spatial distribution of groundwater levels and storage, and recycled water aquifer retention time.

As such, a large portion of this feasibility study will be the preparation and use of a groundwater-flow model to assess a variety of well siting, operational, and flow rate scenarios that will then be screened for final evaluation. A draft feasibility study outline is included as Exhibit 2 and the tasks anticipated to be included for this feasibility study are as follows:

#### **4.1 Task 1 – Develop Background Information and Identify Study Design Criteria and Goals**

This task includes preparation of Sections 1, 2, 3, and 4.1 as shown in the draft feasibility study outline (Exhibit 2). These sections will include identification of study goals; a description of the study area; a discussion of existing water supplies and infrastructure, existing wastewater facilities, and existing recycled water users; and development of planning and design criteria that will be used to evaluate the selected alternatives.

#### **4.2 Task 2 – Preparation and Documentation of Groundwater-Flow Model**

Due to the limited geographic scope of the existing models cited above, and the uncertain availability of the SVIHM which is still under development. It is anticipated that, an area-specific model for the Monterey Subbasin will be developed to evaluate IPR feasibility, if the SVIHM model cannot be obtained in a timely manner. The Monterey Subbasin model can be efficiently constructed by leveraging the abundance of geohydrological, climatological, and land and water use data archived in the existing models. Moreover, MCWD's parallel groundwater data compilation and analysis activities supporting GSP development provide additional cost-effective information to construct the model.

The U.S. Geological Survey Groundwater-Flow Model (MODFLOW) will be used to assemble the model input data and simulate groundwater conditions in the Monterey Subbasin, and its post-processor MODPATH shall be employed to calculate groundwater pathlines and time-of travel between injection and extraction wells. A detailed scope of model construction is included as Exhibit 3. Sensitivity testing conducted on the model can be conducted to identify input data having the greatest influence on simulated injection/extraction results and for improving model reliability through future monitoring and data collection efforts.

This task also includes documenting the model construction, calibration, and sensitivity, which will be included as part of the feasibility study.

#### **4.3 Task 3 – Analysis of IPR Recycled Water Alternatives**

The groundwater-flow model will be employed to simulate time-varying injection/extraction operations, the resulting groundwater levels, and calculated groundwater pathlines and



underground retention time (time-of-travel). For purposes of the modeling analysis, the historical recharge and pumping data set will be repeated, and the monthly injection and extraction rates based on seasonal and climatic variability. Hence, simulated injection rates can represent both seasonality as well as multi-year wet and dry periods reflected in the 1987-2008 historical record. The post-processor MODPATH will be employed to track the movement of purified recycled water in the groundwater system injection wells to the extraction wells and evaluate the time-of-travel for groundwater influenced by this purified recycled water to be extracted.

The model will be used to consider at least two IPR injection scenarios. Each scenario will be analyzed using multiple simulations that seek to optimize injection well locations and quantitatively characterize model uncertainty. Variable well locations will be evaluated to test their effectiveness to maintain seaward gradients west of the extraction wells and form a hydraulic barrier to saltwater intrusion from the Pacific Ocean. Moreover, well locations will be evaluated to maximize underground retention times of purified recycled water and enhance the potable water supply. The sensitivity of model-derived well locations and simulated retention times to reasonable ranges in specified aquifer parameters and boundary conditions will be quantified to characterize model uncertainty.

The two IPR injection alternatives identified through modeling will be further evaluated based on a variety of factors, including but not limited to technical feasibility, cost, energy requirements, benefits to stakeholders, and whether they meet project goals. For each alternative, feasibility-level cost and energy use estimates will be prepared.

Non-recycled water alternatives, such as desalination or water conservation, will not be evaluated as part of this feasibility study, as they would not accomplish the goal of protecting MCWD's production wells from seawater intrusion.

Based on the alternative's analysis, a recommended project will be selected for further development as part of Task 4.

#### **4.4 Task 4 – Develop Conceptual Design, Implementation Plan, Financing Plan and Revenue Program for Recommended Project**

The recommended project will be further developed into a conceptual design, including conceptual site plans and proposed pipeline alignments, as appropriate, as well as a discussion of operations and maintenance requirements. Based on the conceptual design, a more refined cost estimate will be and will include additional detail on operations and maintenance costs (e.g. electrical power, SCADA, chemical storage, staffing, and land acquisition, if needed).

Task 4 also includes development of a project implementation plan and schedule, which will include bidding and construction, coordination with stakeholders, California Environmental Quality Act (“CEQA”) compliance, SWRCB and Regional Water Quality Control Board (“RWQCB”) permitting, and other local permitting requirements (easements, etc.).

Finally, a projection of annual costs and revenues will be prepared by MCWD, and a financing plan developed to demonstrate cash flow during project implementation and to determine sources of funds for the recommended project. This analysis will evaluate whether changes to MCWD’s rates and charges may be required to fund the project.

#### **4.5 Task 5 – Prepare Draft and Final Reports and Submit to SWRCB Division of Financial Assistance (“DFA”)**

Evaluation performed under Tasks 1 through 4 will be compiled into a complete draft feasibility study report and submitted to the SWRCB DFA for review. Following receipt of comments from the SWRCB DFA, a response to comments will be prepared and the final report submitted to the SWRCB DFA for approval.

#### **4.6 Task 6 – Quality Assurance/Quality Control (“QA/QC”) and Project Management**

Throughout preparation of the feasibility study, QA/QC reviews will be conducted by consultant senior staff, MCWD staff, and various stakeholders (e.g. M1W). All critical analyses will be reviewed for technical accuracy according to industry best practices.

Additionally, this task will include up to 3 meetings, including a study kick-off meeting, one stakeholders meeting, and one meeting with SWRCB DFA staff following submittal of the draft feasibility study report.

This task also includes coordination, communication and general project management between the consultant and MCWD staff throughout the project.

### **5. STAKEHOLDER ENGAGEMENT**

Marina Coast Water District will provide updates on the feasibility study work to the community through MCWD’s website. The MCWD Board will periodically receive project updates allowing opportunity for public input. MCWD will also coordinate with M1W during the feasibility study process to discuss the project benefits and opportunities, and implementation planning.

**6. FEASIBILITY STUDY BUDGET**

Estimated costs for tasks involved in the preparation of the study are as follows:

Task	Description	Budget
1	Develop Background Information and Identify Study Design Criteria and Goals	\$6,000
2	Preparation and Documentation of Groundwater-Flow Model	\$64,000
3	Analysis of IPR Recycled Water Alternatives	\$50,000
4	Develop Conceptual Design, Implementation Plan, Financing Plan and Revenue Program for Recommended Project	\$15,000
5	Prepare Draft and Final Reports and Submit to SWRCB	\$7,000
6	QA/QC and Project Management	\$8,000
	<b>Total</b>	<b>\$150,000</b>

**6.1 Funding Sources for Feasibility Study**

MCWD plans to fund 50% of the recycled water feasibility study costs through the grant funds, and 50% of the study costs through the MCWD water fund budget. MWCD has an ample water fund balance to manage cash flow changes through the project duration as project costs are encumbered and grant reimbursements received during the study period.

**ATTACHMENT D**  
**2020 Schedule of Charges**

Client/Address: Marina Coast Water District  
 2840 4<sup>th</sup> Avenue  
 Marina, CA 93933



Proposal/Agreement Date:

EKI Project # B60094.xx

**SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.**

**2 January 2020**

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	301.60
Principal Engineer-Scientist	291.20
Supervising I, Engineer-Scientist	280.80
Supervising II, Engineer-Scientist	270.40
Senior I, Engineer-Scientist	260.00
Senior II, Engineer-Scientist	249.60
Associate I, Engineer-Scientist	239.20
Associate II, Engineer-Scientist	223.60
Engineer-Scientist, Grade 1	208.00
Engineer-Scientist, Grade 2	195.52
Engineer-Scientist, Grade 3	179.92
Engineer-Scientist, Grade 4	160.16
Engineer-Scientist, Grade 5	140.40
Engineer-Scientist, Grade 6	123.76
Technician	113.36
Senior GIS Analyst	145.60
CADD Operator / GIS Analyst	128.96
Senior Administrative Assistant	142.48
Administrative Assistant	112.32
Secretary	92.56

**Direct Expenses**

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus ten percent (10%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-A

Meeting Date: June 15, 2020

Prepared By: Keith Van Der Maaten

Approved By: Derek Cray 

Agenda Title: Consider Adoption of Resolution No. 2020-32 in Recognition of Michael Wegley, District Engineer, for 5 Years of Service to the Marina Coast Water District

Staff Recommendation: The Board of Directors consider adoption of Resolution No. 2020-32 in recognition of Michael Wegley, District Engineer, and awarding a gift certificate for five years of service to the Marina Coast Water District.

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

Discussion/Analysis: Michael Wegley joined the District on Jun 8, 2015 as the District Engineer.

During his five years with the District, Michael has led the completion and ongoing implementation of some very challenging and important projects including but not limited to the Clark and Cosky lift station, Third Street Water Main Replacement Project, Well 11 Generator project, Reservation Road Siphon Remediation project, Lightfighter Drive Extension Project, Intergarrison Road pipeline Project, A1/A2 Reservoir Project, South Boundary Road Pipeline Project, Ord Village Lift Station Project, and Imjin Lift Station Project. Under his leadership, the District has completed the transmission facilities for the Regional Urban Augmentation Project and will be constructing the distribution facilities in the upcoming year.

Under Michael's oversight, the District has also provided excellent engineering and inspection support towards the completion and ongoing implementation of significant developments including but not limited to the Dunes, East Garrison, Sea Haven, Junsay Oaks Senior Apartments, Seaside Main Gate Project, Seaside Resort 2, Monterey Bay Charter School, Lower Stilwell Neighborhood, Va-DOD Health Care Center, Seaside Senior Living Project, and the Marina Downtown Revitalization Project.

Some of the most important and noteworthy accomplishments that were completed under Mike's leadership over the past five years include the completion the Municipal Service Review and Annexation of the Ord Community into the District, the completion of the 2015 Urban Water Management Plan, and, the completion of the Districts' Water, Sewer, and Recycled Water Master Plans; and,

Michael is an extremely valuable team leader that continuously produces high quality of work. It is with great pleasure that the District recognizes Michael Wegley's five years of service to the Marina Coast Water District, and wishes him well in his continued service to the District.

Environmental Review Compliance: None required.

Financial Impact:  Yes  No  
centers – Hospitality and awards.

Funding Source/Recap: All four cost

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2020-32.

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 \_\_\_\_\_

June 15, 2020

Resolution No. 2020-32  
Resolution of the Board of Directors  
Marina Coast Water District  
In Recognition of Michael Wegley for  
5 Years of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 15, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Michael Wegley joined the District on June 8, 2015 as the District Engineer; and,

WHEREAS, during his five years with the District, Michael has led the completion and ongoing implementation of some very challenging and important projects including but not limited to the Clark and Cosky lift station, Third Street Water Main Replacement Project, Well 11 Generator project, Reservation Road Siphon Remediation project, Lightfighter Drive Extension Project, Intergarrison Road pipeline Project, A1/A2 Reservoir Project, South Boundary Road Pipeline Project, Ord Village Lift Station Project, and Imjin Lift Station Project. Under his leadership, the District has completed the transmission facilities for the Regional Urban Augmentation Project and will be constructing the distribution facilities in the upcoming year; and,

WHEREAS, under Michael’s oversight, the District has also provided excellent engineering and inspection support towards the completion and ongoing implementation of significant developments including but not limited to the Dunes, East Garrison, Sea Haven, Junsay Oaks Senior Apartments, Seaside Main Gate Project, Seaside Resort 2, Monterey Bay Charter School, Lower Stilwell Neighborhood, Va-DOD Health Care Center, Seaside Senior Living Project, and the Marina Downtown Revitalization Project; and,

WHEREAS, some of the most important and noteworthy accomplishments that were completed under Mike’s leadership over the past five years include the completion the Municipal Service Review and Annexation of the Ord Community into the District, the completion of the 2015 Urban Water Management Plan, and, the completion of the Districts’ Water, Sewer, and Recycled Water Master Plans; and,

WHEREAS, Michael is an extremely valuable team leader that continuously produces high quality of work.

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

PASSED AND ADOPTED on June 15, 2020, by the Board of Directors of the Marina Coast Water District by the following roll call vote:



Ayes: Directors \_\_\_\_\_  
Noes: Directors \_\_\_\_\_  
Absent: Directors \_\_\_\_\_  
Abstained: Directors \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Derek Cray, Interim Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-32 adopted June 15, 2020.

\_\_\_\_\_  
Derek Cray, Interim Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 11

Meeting Date: June 15, 2020

Prepared By: Paula Riso

Approved By: Derek Cray *DC*

Agenda Title: Consent Calendar

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

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of May 2020
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 18, 2020
- C) Approve the Draft Minutes of the Special Board Meeting of May 25, 2020
- D) Consider Adoption of Resolution No. 2020-33 to Approve the Proposed Landscape Incentive Program Changes
- E) Consider a Motion to Initiate a Survey with the Employees of Marina Coast Water District, Regarding Covid-19

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

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

Material Included for Information/Consideration: Check Register for May 2020; draft minutes of May 18, 2020; draft minutes of May 25, 2020; Water-Wise Landscape Incentive Program Description; and, Resolution No. 2020-33.

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: 11-A

Meeting Date: June 15, 2020

Prepared By: Kelly Cadiente

Approved By: Derek Cray *DC*

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

Staff Recommendation: The Board of Directors receive and file the May 2020 expenditures totaling \$8,327,689.73.

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 May 2020 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

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

Other Consideration: None.

Material Included for Information/Consideration: May 2020 Summary Check Register.

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

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Board Action

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

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

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

MAY 2020 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
05/04/2020	69124	Check Register	4,000,000.00
05/06/2020	Wire	Friedman & Springwater LLP	79,387.62
05/06/2020	69125 - 69171	Check Register	390,981.63
05/21/2020	Wire	MUFG Union Bank, N.A.	2,998,017.32
05/21/2020	69172 - 69211	Check Register	187,652.84
05/01/2020	ACH	CalPERS	24,433.33
05/01/2020	ACH	Internal Revenue Service	44,341.64
05/01/2020	ACH	State of California - EDD	9,329.93
05/01/2020	ACH	MassMutual Retirement Services, LLC	11,332.14
05/01/2020	500753 - 500756	Payroll Checks and Direct Deposit	104,700.24
05/01/2020	500757 - 500758	Check Register	1,472.27
05/08/2020	500759 - 500767	Check Register	7,080.57
05/15/2020	ACH	CalPERS	23,605.27
05/15/2020	ACH	Internal Revenue Service	46,173.88
05/15/2020	ACH	MassMutual Retirement Services, LLC	20,724.01
05/15/2020	ACH	State of California - EDD	9,586.28
05/15/2020	500768 - 500771	Payroll Checks and Direct Deposit	103,753.31
05/15/2020	500772	Check Register	606.27
05/19/2020	500773 - 500777	Check Register	76,413.79
05/29/2020	ACH	State of California - EDD	8,818.66
05/29/2020	ACH	Internal Revenue Service	42,295.06
05/29/2020	ACH	MassMutual Retirement Services, LLC	10,322.01
05/29/2020	ACH	CalPERS	23,430.93
05/29/2020	500778 - 500781	Payroll Checks and Direct Deposit	102,624.46
05/29/2020	500782	WageWorks, Inc.	606.27
<b>TOTAL DISBURSEMENTS</b>			<b><u>8,327,689.73</u></b>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69124	03/10/2020	05/04/2020	California-American Water Company	Settlement Payment - RDP	4,000,000.00
Wire	04/07/2020	05/06/2020	Friedman & Springwater LLP	Legal Fees - MCWD v CPUC, RPD Superior Court Damages Cases 03/2020	79,387.62
69125	04/10/2020	05/06/2020	Quinn Company	Portable CAT Generator	75,819.50
69126	04/14/2020	05/06/2020	Monterey Peninsula Unified School District	Water Conservation Education 03/2020	2,077.40
69127	04/27/2020	05/06/2020	Insight Planners	2019 CCR - Layout and Production, Web Development/ Maintenance and Hosting 04/2020	3,144.00
69128	03/31/2020	05/06/2020	Schaaf & Wheeler	Staff Meetings and Follow-Up, Design Phase - A1/A2 Tanks B/C BPS, System Map CAD Updates, Ord Village LS Force Main, Developers (Lower Stilwell, Marina Airport WSA, Wathen-Castanos Homes, Marina DVSP WSA) 03/2020	59,436.86
69129	04/29/2020	05/06/2020	Monterey Bay Analytical Services	Laboratory Testing	2,290.00
69130	04/18/2020	05/06/2020	Verizon Wireless	(6) iPads for Board of Directors, Replacement Phone for GM, Cell Phones Service 04/2020	3,434.46
69131	04/16/2020	05/06/2020	Cypress Coast Ford	Maintenance Service, Battery, Spark Plugs, Air Filter	796.74
69132	04/17/2020	05/06/2020	Federal Express	Shipping Fee - Water Samples	121.00
69133	04/17/2020	05/06/2020	Maynard Group	Meraki System Manager Enterprise License 04/2020	58.52
69134	04/21/2020	05/06/2020	HD Supply Facilities Maintenance LTD	Hydrant PRV, Paint	1,818.29
69135	04/22/2020	05/06/2020	Core & Main LP	(24) CU/FT Register 2' Direct Read	4,621.28
69136	04/24/2020	05/06/2020	Quinn Rental Services	Generator Rental - Ord Village LS	3,259.47
69137	04/24/2020	05/06/2020	NEC Financial Services, Inc.	Phone Equipment Lease 04/2020	335.76
69138	04/13/2020	05/06/2020	American Supply Company	Janitorial Supplies	74.02
69139	04/13/2020	05/06/2020	Fastenal Industrial & Construction Supplies	Janitorial/ General Supplies	64.53
69140	04/28/2020	05/06/2020	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	246.07
69141	04/30/2020	05/06/2020	Mobile Modular Management Corp.	Modular Office - Water Resources 05/2020	743.69
69142	03/30/2020	05/06/2020	Calcon Systems, Inc.	Electrical Installation/ Integration - Crescent LS, Marina Booster, Zone B/C, Wells 31 and 34	71,350.00
69143	04/24/2020	05/06/2020	Dwyer Instruments, Inc.	(2) Pressure Transmitters - C and F Reservoirs	324.07
69144	04/30/2020	05/06/2020	First Choice Services	Coffee Supplies	336.27
69145	04/01/2020	05/06/2020	ECAM Secure	Monthly Security Fees - Ord Waste Water Treatment Facility	1,264.75
69146	04/08/2020	05/06/2020	Sherwin-Williams Co.	Paint for Water Piping	502.56
69147	04/15/2020	05/06/2020	California Air Resources Board	Registration Fee for Portable CAT Generator	805.00
69148	04/22/2020	05/06/2020	Green Rubber-Kennedy AG, LP	Repair Parts, General Supplies	1,416.45
69149	04/22/2020	05/06/2020	Marina Tire & Auto Repair	Oil Change - Vehicle #1802, Tire Repair - Vehicle #1803	70.00
69150	04/13/2020	05/06/2020	Remy Moose Manley, LLP	Legal Fees - CPUC, Desalination Plan/ MPWSP, RAMCO Well 03/2020	61,284.02
69151	04/27/2020	05/06/2020	Monterey Bay Technologies, Inc.	IT Support Services 05/2020	3,450.00
69152	04/29/2020	05/06/2020	ICONIX Waterworks (US), Inc.	Repair Parts, General Supplies	1,694.10
69153	04/30/2020	05/06/2020	Eurofins Eaton Analytical, Inc.	Laboratory Testing	5,815.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69154	04/03/2020	05/06/2020	Griffith, Masuda & Hobbs	Legal Fees - Bay View Mobile Home Park, Capacity Charges, CSUMB, FORA, Groundwater, Local Coastal Development Permit, PWM Expansion, RUWAP, Developers (Joby Aviation), General Matters 03/2020	32,504.50
69155	04/23/2020	05/06/2020	Access Monterey Peninsula, Inc.	Filming and Production 04/2020	460.00
69156	04/22/2020	05/06/2020	Lou's Gloves, Inc.	Nitrile Gloves	405.00
69157	04/30/2020	05/06/2020	Peninsula Messenger LLC	Courier Service 05/2020	163.00
69158	03/31/2020	05/06/2020	Iron Mountain, Inc.	Shredding Service 03/2020	162.56
69159	04/28/2020	05/06/2020	AT&T	Phone/ Alarm Line Services 04/2020	202.58
69160	05/01/2020	05/06/2020	Simpler Systems, Inc.	UB Datapp Maintenance 05/2020	500.00
69161	05/01/2020	05/06/2020	Pure Janitorial, LLC	BLM Janitorial Services 04/2020	4,650.00
69162	03/30/2020	05/06/2020	EKI Environment & Water, Inc.	Groundwater Planning Sustainability Study	44,217.44
69163	04/01/2020	05/06/2020	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services - 04/2020	723.91
69164	04/21/2020	05/06/2020	Customer Service Refund	Refund Check - 4637 Sea Breeze Ct	14.15
69165	04/21/2020	05/06/2020	Customer Service Refund	Refund Check - 313 Hatten Rd	91.58
69166	04/21/2020	05/06/2020	Customer Service Refund	Refund Check - 248 Reindollar Ave	6.16
69167	04/21/2020	05/06/2020	Customer Service Refund	Refund Check - 3134 Lake Dr	31.97
69168	04/21/2020	05/06/2020	Customer Service Refund	Refund Check - 411 Kalborn Rd	95.95
69169	04/21/2020	05/06/2020	Customer Service Refund	Refund Check - 3098 Magyar Pl	4.89
69170	04/21/2020	05/06/2020	Customer Service Refund	Refund Check - 19030 Schofield Ln	89.79
69171	04/21/2020	05/06/2020	Customer Service Refund	Refund Check - 300 Aachen Rd	4.34
Wire	05/01/2020	05/21/2020	MUFG Union Bank, N.A.	2010 Refunding Bond, 2015 Series A Bond, 2019 Series Bond Payments	2,998,017.32
69172	04/30/2020	05/21/2020	Ace Hardware	General Supplies	628.78
69173	04/30/2020	05/21/2020	Quinn Company	Annual Service - Airport LS, Carmel LS; Fuel System Repair - Gigling LS	2,772.23
69174	04/28/2020	05/21/2020	Home Depot Credit Services	General Supplies	689.67
69175	05/05/2020	05/21/2020	Area Communications	Answering Service 04/08 - 05/05	142.84
69176	05/08/2020	05/21/2020	MBS Business Systems	Copier Maintenance (C659) 02/12 - 08/11	538.90
69177	05/07/2020	05/21/2020	Pitney Bowes Purchase Power (Postage)	Postage Meter Refill	1,026.99
69178	04/30/2020	05/21/2020	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
69179	05/06/2020	05/21/2020	Monterey Bay Analytical Services	Laboratory Testing	1,500.00
69180	05/05/2020	05/21/2020	Staples Credit Plan	Office Supplies	382.26
69181	04/28/2020	05/21/2020	FBM Holdings LLC	Annual OSHA Safety Updates	567.74
69182	04/22/2020	05/21/2020	Harris & Associates	Construction Management/ Inspection Services - Inter Garrison Pipeline, Developers (CSUMB Student Union, Dunes Residential, East Garrison, Wathen-Castanos Homes) 03/2020	40,800.00
69183	05/06/2020	05/21/2020	Orkin Franchise 925	BLM Pest Control 05/2020	191.00
69184	05/15/2020	05/21/2020	Federal Express	Shipping Charges	279.23
69185	04/23/2020	05/21/2020	Fashion Streaks	(24) Custom MCWD Stickers	574.20

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Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
69186	05/01/2020	05/21/2020	Maynard Group	NEC Phone Equipment Maintenance, AT&T Wireless Backup, eMVS Cloud, VoIP Services 05/2020	3,144.97
69187	04/30/2020	05/21/2020	HD Supply Facilities Maintenance LTD	Replacement LEL Sensor - Gas Detector, Paint	178.02
69188	04/30/2020	05/21/2020	DataProse, LLC	Customer Billing Statements 04/2020	4,420.04
69189	05/07/2020	05/21/2020	Carollo Engineers, Inc.	Bid Services - RUWAP	59,661.78
69190	05/05/2020	05/21/2020	Fastenal Industrial & Construction Supplies	Janitorial/ General Supplies	156.67
69191	04/24/2020	05/21/2020	Whitson Engineers	Preliminary Engineering/ Land Surveying - GJMB Water Main Extension 02/2020 - 03/2020	2,080.80
69192	04/28/2020	05/21/2020	Sturdy Oil Company	(170) gals Clear Diesel - Convault Tank/ O&M Yard	500.91
69193	03/31/2020	05/21/2020	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
69194	04/28/2020	05/21/2020	Central Welding and Fabrication LLC	(6) Oil Reservoirs for Wells 10, 11, 29, 30, 31, 34	7,305.24
69195	04/30/2020	05/21/2020	ECAM Secure	Monthly Security Fees - Ord Waste Water Treatment Facility	1,218.50
69196	05/05/2020	05/21/2020	American Language Services	2019 Consumer Confidence Report - Translation Services	2,631.44
69197	04/24/2020	05/21/2020	Voyager Fleet Systems, Inc.	Fleet Gasoline	3,707.10
69198	05/07/2020	05/21/2020	Green Rubber-Kennedy AG, LP	SS Tubing, Fittings, General Supplies	947.35
69199	04/15/2020	05/21/2020	Edges Electrical Group, LLC	Lugs - Portable Generator, Power Disconnect Line - F Booster	871.22
69200	04/30/2020	05/21/2020	Western Exterminator Company	Pest Control - Beach Office 04/2020	91.50
69201	05/06/2020	05/21/2020	TIAA Commercial Finance, Inc.	(3) Office Copiers, eCopy ScanStation Leases 05/2020	1,163.67
69202	03/11/2020	05/21/2020	Fieldman, Rolapp & Associates, Inc.	2019 Debt Financing Consultant Services	3,017.31
69203	04/30/2020	05/21/2020	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 04/2020	355.11
69204	04/30/2020	05/21/2020	Johnson Electronics	BLM Fire Alarm Monitoring 04/2020 - 06/2020	84.00
69205	05/06/2020	05/21/2020	EKI Environment & Water, Inc.	Water Supply Augmentation Study - Fort Ord	39,223.68
69206	04/30/2020	05/21/2020	Community Printers, Inc.	(16,000) 2019 Consumer Confidence Report	2,826.83
69207	05/01/2020	05/21/2020	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 04/2020	38.00
69208	04/10/2020	05/21/2020	ChargePoint, Inc.	ChargePoint Network Software Services 10/12/19 - 10/11/20	2,698.00
69209	05/07/2020	05/21/2020	Ferguson Enterprises, Inc #686	General Supplies	303.68
69210	05/01/2020	05/21/2020	Pollard Water	General Supplies	125.36
69211	05/01/2020	05/21/2020	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services - 05/2020	723.91
ACH	05/01/2020	05/01/2020	CalPERS	Payroll Ending 04/24/20	24,433.33
ACH	05/01/2020	05/01/2020	Internal Revenue Service	Payroll Ending 04/24/20	44,341.64
ACH	05/01/2020	05/01/2020	State of California - EDD	Payroll Ending 04/24/20	9,329.93
ACH	05/01/2020	05/01/2020	MassMutual Retirement Services, LLC	Payroll Ending 04/24/20	11,332.14
500753 - 500756	05/01/2020	05/01/2020	Payroll Checks and Direct Deposit	Payroll Ending 04/24/20	104,700.24
500757	05/01/2020	05/01/2020	General Teamsters Union	Payroll Ending 04/24/20	866.00
500758	05/01/2020	05/01/2020	WageWorks, Inc.	Payroll Ending 04/24/20	606.27
500759	04/25/2020	05/08/2020	AFLAC	Employee-Paid Benefits 04/2020	2,341.62
500760	05/08/2020	05/08/2020	Thomas P. Moore	Board Compensation 04/2020	100.00
500761	05/08/2020	05/08/2020	Matthew Zefferman	Board Compensation 04/2020	100.00
500762	04/17/2020	05/08/2020	Principal Life	Employee-Paid Benefits 05/2020	641.91



Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
500763	04/09/2020	05/08/2020	Lincoln National Life Insurance Company	Life, Short/ Long Term, AD&D Insurance 05/2020	2,699.18
500764	05/08/2020	05/08/2020	Peter Le	Board Compensation 04/2020	100.00
500765	05/08/2020	05/08/2020	Herbert Cortez	Board Compensation 04/2020	100.00
500766	04/17/2020	05/08/2020	Transamerica Life Insurance Company	Employee-Paid Benefits 04/2020	897.86
500767	05/08/2020	05/08/2020	Jan Shriner	Board Compensation 04/2020	100.00
ACH	05/15/2020	05/15/2020	CalPERS	Payroll Ending 05/08/20	23,605.27
ACH	05/15/2020	05/15/2020	Internal Revenue Service	Payroll Ending 05/08/20	46,173.88
ACH	05/15/2020	05/15/2020	MassMutual Retirement Services, LLC	Payroll Ending 05/08/20	20,724.01
ACH	05/15/2020	05/15/2020	State of California - EDD	Payroll Ending 05/08/20	9,586.28
500768 -					
500771	05/15/2020	05/15/2020	Payroll Checks and Direct Deposit	Payroll Ending 05/08/20	103,753.31
500772	05/15/2020	05/15/2020	WageWorks, Inc.	Payroll Ending 05/08/20	606.27
500773	04/25/2020	05/19/2020	Thomas Barkhurst	Refund Check from AFLAC	148.09
500774	05/05/2020	05/19/2020	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 06/2020	75,358.47
500775	02/14/2020	05/19/2020	James Derbin	Refund Check from AFLAC	115.38
500776	05/05/2020	05/19/2020	LegalShield	Employee-Paid Benefits 05/2020	25.90
500777	04/30/2020	05/19/2020	Cintas Corporation No. 630	Uniforms, Towels, Rugs 04/2020	765.95
ACH	05/29/2020	05/29/2020	State of California - EDD	Payroll Ending 05/22/20	8,818.66
ACH	05/29/2020	05/29/2020	Internal Revenue Service	Payroll Ending 05/22/20	42,295.06
ACH	05/29/2020	05/29/2020	MassMutual Retirement Services, LLC	Payroll Ending 05/22/20	10,322.01
ACH	05/29/2020	05/29/2020	CalPERS	Payroll Ending 05/22/20	23,430.93
500778 -					
500781	05/29/2020	05/29/2020	Payroll Checks and Direct Deposit	Payroll Ending 05/22/20	102,624.46
500782	05/29/2020	05/29/2020	WageWorks, Inc.	Payroll Ending 05/22/20	606.27
<b>Total Disbursements for May 2020</b>					<b>8,327,689.73</b>

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 11-B

Meeting Date: June 15, 2020

Prepared By: Paula Riso

Approved By: Derek Cray *DR*

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 18, 2020

Staff Recommendation: The Board of Directors approve the draft minutes of the May 18, 2020 regular joint Board meeting.

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

Discussion/Analysis: The draft minutes of May 18, 2020 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Financial Impact:  Yes  No Funding Source/Recap: None

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

Material Included for Information/Consideration: Draft minutes of May 18, 2020.

Action Required:  Resolution  Motion  Review

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Board Action

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

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

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



# Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting  
Via Zoom Teleconference  
May 18, 2020

Draft Minutes

1. Call to Order:

President Moore called the meeting to order at 6:30 p.m. on May 18, 2020 via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

Thomas P. Moore – President  
Jan Shriner – Vice President  
Herbert Cortez – joined at 6:31 p.m.  
Peter Le  
Matt Zefferman

Board Members Absent:

None

Staff Members Present:

Keith Van Der Maaten, General Manager  
Roger Masuda, District Counsel  
Kelly Cadiente, Director of Administrative Services  
Derek Cray, Operations and Maintenance Manager  
Michael Wegley, District Engineer  
Teo Espero, IT Administrator  
Patrick Breen, Water Resources Manager  
Don Wilcox, Senior Engineer  
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Andrew Sterbenz, Schaaf & Wheeler  
Dennis Martin, BIA Bay Area  
John Kinsey, Wanger Jones Helsley PC  
Kevin Tuttle, Akel Engineering  
Tony Akel, Akel Engineering  
Peter Mayer, WaterDM  
Ruth Muzzin, Friedman & Springwater  
Chip Wilkins, Remy Moose and Manley  
Sarah Babcock, Marina Resident  
Shawn Storm, Marina Resident

3. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 6:32 p.m. to discuss the following items:

4. Closed Session:

A. Pursuant to Government Code 54956.9  
Conference with Legal Counsel – Existing Litigation

- 1) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- 2) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Property in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)

B. Pursuant to Government Code 54956.9(d)(4)  
Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation – Three Potential Cases

The Board ended closed session at 7:11 p.m. President Moore reconvened the meeting to open session at 7:12 p.m.

5. Reportable Actions Taken during Closed Session:

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

6. Pledge of Allegiance:

Director Zefferman led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no comments made.

8. Action Item:

- A. Consider Adoption of Resolution No. 2020-27 to Receive the WaterDM Report and to Approve Submitting a Letter to the State Water Resources Control Board Regarding the Report's Conclusions and Supporting the Expansion of the Pure Water Monterey Project as an Alternative to the Monterey Peninsula Water Supply Project Desalination Proposal:

Agenda Item 8-A (continued):

Mr. Keith Van Der Maaten, General Manager, introduced this item and Mr. Peter Mayer, WaterDM. Mr. Mayer gave a brief presentation on his findings regarding water supply and demand on the Monterey Peninsula and analyzed a peer review prepared by Hazen and Sawyer on the Monterey Peninsula Water Management District's water demand report. The Board asked clarifying questions.

Vice President Shriner made a motion to adopt Resolution No. 2020-27 to receive the WaterDM Report and to approve submitting a letter to the State Water Resources Control Board regarding the Report's conclusions and supporting the expansion of the Pure Water Monterey Project as an alternative to the Monterey Peninsula Water Supply Project Desalination proposal. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

9. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Item:

1. Consider Adoption of Resolution No. 2020-02 to Approve Amendment 2 to the Professional Services Agreement with EKI Environment & Water, Inc. for Groundwater Sustainability Planning:

President Moore noted that this item is tabled until the June Board meeting.

10. Return to Marina Coast Water District Matters:

11. Consent Calendar:

Director Le requested to pull items A, and E from the Consent Calendar.

Vice President Shriner made a motion to approve the Consent Calendar consisting of: B) Receive the Quarterly Financial Statements for January 1, 2020 to March 31, 2020; C) Approve the Draft Minutes of the Regular Joint/Board Meeting of April 20, 2020; and, D) Approve the Draft Minutes of the Regular Board Meeting/Budget Workshop of April 28, 2020. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

A. Receive the Check Register for the Month of April 2020:

Director Le asked to see copies of the Wire payment to Friedman & Springwater; and, check number 69114. Staff will provide copies to Director Le. Director Zefferman noted that there isn't a need to take dais time to request a copy of an invoice. He said Board members can just email the request to the General Manager.

Vice President Shriner made a motion to receive the check register for the month of April 2020. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

E. Consider Adoption of Resolution No. 2020-28 Proclaiming the Week of May 17-23, 2020 National Public Works Week:

Director Le said he was surprised the District celebrated Public Works but didn't celebrate Special Districts. He noted that he would like the District to recognize Special Districts next year as well.

Director Zefferman made a motion to adopt Resolution No. 2020-28 proclaiming the week of May 17-23, 2020 National Public Works Week. Vice President Shriner seconded the motion. The motion was passed by the following vote:

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

12. Action Items:

A. Consider Adoption of Resolution No. 2020-29 to Accept the Water, Sewer, and Recycled Water Master Plans:

Mr. Michael Wegley, District Engineer, introduced this item. Mr. Tony Akel gave a brief presentation on the Water, Sewer, and Recycled Water Master Plans. Vice President Shriner inquired on the length and cost increase of this project. Director Cortez noted that the District held stakeholder meetings and listened to the concerns raised. Director Le asked who did the cost breakdown between existing and future users; asked for the methodology used in table 8.2; asked for information in Table 7.1 regarding how the gpm was obtained; questioned the supplemental pump in Figure 4.2; questioned the number of Pressure Reducing Valves in Section 7.2.2. Director Cortez commented that even though Director Le has questions and requests more information, ultimately, any changes would have to be approved by the entire Board. He added that this is not a "gottcha" moment and the consultant should be given time to address the questions made by the Board. Vice President Shriner noted that the cost estimates can vary greatly, depending on when the project is done.

Agenda Item 12-A (continued):

Vice President Shriner made a motion to adopt Resolution No. 2020-29 to accept the Water, Sewer, and Recycled Water Master Plans. Director Zefferman seconded the motion.

Director Zefferman commented that Master Plans are always a moving target and Developers can change their minds or other things can change. He stated the District needs to move forward as things stand today and if things change later, then they will be addressed at that time. President Moore agreed.

Mr. Dennis Martin, BIA Bay Area, respectively asked that the Board table this item until another meeting is held with the stakeholders and comments and concerns with the Capacity Fee Study and Master Plans are addressed. He voiced his concern that stakeholder meetings were promised but they have not met since September 2019.

Mr. John Kinsey, Wanger Jones Helsley PC, stated that they sent their comments in by letter earlier that morning. He added that they need more time to review the Master Plans and noted that their approval should be at the same time as the Capacity Fee Study. Mr. Kinsey stated that it would present an opportunity to work with stakeholders and interface with public agencies to avoid duplicative fee obligations and better understand the post-FORA obligations.

Mr. Wegley commented that although it is true that there had not been another stakeholder meeting, there are meetings planned to discuss the Capacity Fees prior to bringing them to the Board. He noted that the costs did increase due to several new projects in the cities of Marina and Seaside. Mr. Wegley stated that the concerns by Mr. Martin and Mr. Kinsey are related to the Capacity Fees which is planned to be discussed at future meetings.

Mr. Akel stated that they did meet with stakeholders several times, listened to their concerns and comments, and while some were incorporated, others were not. He added that a thorough process was accomplished, and the Master Plans are defensible and can stand on their own.

The motion was passed by the following vote:

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

- B. Consider Adoption of Resolution No. 2020-30 to Approve Amendment No. 8 with Denise Duffy & Associates under their RUWAP On-Call Professional Services Agreement to provide Environmental Services for the Regional Urban Water Augmentation Project Distribution Mains Project:

Mr. Don Wilcox, Senior Engineer, introduced this item. Director Le asked when the bid opening was scheduled. Mr. Wilcox answered that it was May 27, 2020.



Agenda Item 12-B (continued):

Vice President Shriner made a motion to adopt Resolution No. 2020-30 to approve Amendment No. 8 with Denise Duffy & Associates under their RUWAP On-Call Professional Services Agreement to provide Environmental Services for the Regional Urban Water Augmentation Project Distribution Mains Project. President Moore seconded the motion. The motion was passed by the following vote:

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

- C. Consider Adoption of Resolution No. 2020-31 to Approve Task Order 18 with Harris & Associates under their On-Call Professional Services Agreement to Provide Construction Support Services for the Lower Stilwell Neighborhood Improvements Project, Phase 1:

Mr. Wilcox introduced this item. The Board asked clarifying questions with Mr. Wilcox explaining that there would be an external inspection only to the edge of the property.

Vice President Shriner made a motion to adopt Resolution No. 2020-31 approving Task Order 18 with Harris & Associates under their On-Call Professional Services Agreement to provide construction support services for the Lower Stilwell Neighborhood Improvements Project, Phase 1. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

- D. Receive the Revised Draft FY 2020-2021 District Budget and Update on the Budget Process:

Ms. Kelly Cadiente, Director of Administrative Services, introduced this item and reviewed the changes made since the Budget Workshop. Director Le stated that he had asked for additional information on the GSA to be included in the Summary regarding revenue and the methodology formula. He also inquired why the M1W RUWAP Reimbursement on page 20 of the Budget didn't include any funds for this year. Director Le commented that the Budget vs Budget % change on page 24 under CalPERS-62 Retirement (ER) should not be 100%. He stated that on page 31 there is no allocation for Professional Services for RUWAP. Ms. Cadiente answered that this account is only to keep track of the expense of the distribution system that is being built and the existing portion of the line of credit for existing debt on the previously built pipeline. Director Le asked where the legal fees for the RUWAP were located. Mr. Van Der Maaten noted that this was the Operating budget and Professional fees are located in the CIP and asked Ms. Cadiente to let Director Le know where to find the legal fees. Ms. Cadiente stated that legal fees are all included in one line item under Marina Water and Ord Water. Director Le asked if the Reserve detail on page 99 is before or after the \$4 million payment to Cal Am. Ms. Cadiente answered that it was after. Mr. Van Der Maaten commented that the GSA information Director Le asked about earlier is explained on page 206 of the Board packet.

Agenda Item 12-D (continued):

Director Zefferman asked if the comments Director Le is talking about were approved in the motion at the last meeting. Ms. Cadiente answered that the question on M1W RUWAP Reimbursement was answered at the last meeting when it was explained that there are no funds owed by M1W at this time and none will be owed until the project is finished, which isn't anticipated to be complete until the end of next fiscal year. Vice President Shriner thanked staff for adding the requested accomplishments that were mentioned at the last meeting.

Vice President Shriner made a motion to receive the revised draft FY 2020-2021 District Budget and update on the budget process. Director Zefferman seconded the motion. Director Le commented that his answer to his GSA question is not found on page 206 of the Board packet. He said is asking where the revenue and the methodology formula is for the GSA. Director Le also stated that the answer Ms. Cadiente gave regarding the M1W reimbursement was the same answer she gave last time, but he wants to see the documents on what she is talking about. President Moore commented that the documents he is talking about may be the State Revolving Fund loans to build the project. Ms. Cadiente reiterated that there would be no revenue until the project is complete which is why there is no revenue listed in the next fiscal year.

Director Cortez asked what the protocol was for requesting information. Mr. Van Der Maaten answered that if a Director has a question, they can ask staff and staff will respond. He added that sometimes the questions are of an operational nature and do not involve policy making, so those items are not brought to the Board. Mr. Van Der Maaten said that if it is something that requires a lot of staff time, it is discussed at the Committee level to see if it should go before the Board. Director Zefferman agreed that if the question will take a lot of staff time, it should go through the Board process.

Vice President Shriner's motion was passed by the following vote:

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

E. Consider Establishment of a Marina Coast Water District Customer Assistance Program:

Mr. Van Der Maaten introduced this item stating that there was discussion that there may be a way to set up some financial assistance for the District customers. He added that District funds cannot be used to fund this program. President Moore said that this item could be of interest to potential donors and potential customers. The Board asked clarifying questions.

President Moore made a motion to refer this item to the Budget and Personnel Committee for discussion. Director Cortez seconded the motion. The motion to was passed by the following vote:

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

13. Staff Reports:

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

Ms. Cadiente introduced this item. The Board asked clarifying questions and if there was a way to see how many accounts were delinquent.

B. Receive a Report on Current Capital Improvement Projects:

Mr. Wegley introduced this item. Director Zefferman asked if CSUMB has reviewed the tank drawings. Mr. Wegley answered that there was still time for them to comment. Director Le asked if these projects were in the fifteen-year plan. Mr. Wegley answered that these projects were in the annual fiscal year budget.

Noting the time was 10:00 p.m., Vice President Shriner made a motion to continue past 10:00 p.m. to complete the agenda and return to closed session. Director Cortez seconded the motion. Director Zefferman asked for a five-minute break prior to closed session. Vice President Shriner amended her motion to include a five-minute break. Director Cortez seconded the amended motion. The motion was passed by the following vote:

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

C. Receive the 1<sup>st</sup> Quarter 2020 MCWD Water Consumption Report:

Ms. Cadiente introduced this item. Director Le stated that he would like to see a Water Production Report next quarter. Director Zefferman suggested the Executive Committee discuss adding a Water Production Report to the agenda.

D. Receive the 2020 Sewer Flow Report through March 31, 2020:

Ms. Cadiente introduced this item. Director Le asked for information on recycled water flows for next quarter. President Moore suggested the Executive Committee discuss this request as well.

14. Informational Items:

A. General Manager's Report:

No report was given.

B. Counsel's Report:

No report was given.

C. Committee and Board Liaison Reports:

1. Water Conservation Commission:

Director Zefferman stated that no meeting was held in April.

2. Joint City District Committee:

President Moore stated that no meeting was held and the next one is scheduled for June 26th.

3. Executive Committee:

President Moore stated they met via a Zoom teleconference meeting and the next meeting was set for June 9th via Zoom.

4. Community Outreach Committee:

Director Zefferman and Director Cortez gave a brief update.

5. Budget and Personnel Committee:

Vice President and Director Cortez gave a brief update.

6. M1W Board Member:

President Moore gave a brief update.

7. LAFCO Liaison:

Director Cortez gave a brief update.

8. FORA:

Vice President Shriner gave a brief update.

9. WWOC:

The WWOC will no longer be meeting.

10. JPIA Liaison:

No report was given.

11. Special Districts Association Liaison:

President Moore noted the next meeting was scheduled for July 21st and will held via Zoom.

15. Board member Requests for Future Agenda Items:

President Moore noted that the Board members can email in their requests. Director Le requested the Executive Committee review his previous requests and why they have not been put on any agendas for over a year.

16. Director's Comments:

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

President Moore recessed the meeting from 10:28-10:33 p.m.

The Board reentered into closed session at 10:34 p.m.:

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

- 1) Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)
- 2) Marina Coast Water District, and Does 1-100 v, County of Monterey, Monterey County Board of Supervisors, and Does 101-110 (California-American Water Company, Real Property in Interest), Monterey County Superior Court Case No. 19CV003305 (Petition for Writ of Mandate and Complaint for Injunctive Relief)

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

Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation – Three Potential Cases

The Board ended closed session at 11:36 p.m. President Moore reconvened the meeting to open session at 11:37 p.m.

5. Reportable Actions Taken during Closed Session:

Mr. Masuda stated that there were no reportable actions taken during Closed Session.

17. Adjournment:

The meeting was adjourned at 11:38 p.m.

APPROVED:

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Thomas P. Moore, President

ATTEST:

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Paula Riso, Deputy Secretary



Marina Coast Water District  
Agenda Transmittal

Agenda Item: 11-C

Meeting Date: June 15, 2020

Prepared By: Paula Riso

Approved By: Derek Cray 

Agenda Title: Approve the Draft Minutes of the Special Board Meeting of May 25, 2020

Staff Recommendation: The Board of Directors approve the draft minutes of the May 25, 2020 special Board meeting.

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

Discussion/Analysis: The draft minutes of May 25, 2020 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Financial Impact:  Yes  No Funding Source/Recap: None

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

Material Included for Information/Consideration: Draft minutes of May 25, 2020.

Action Required:  Resolution  Motion  Review

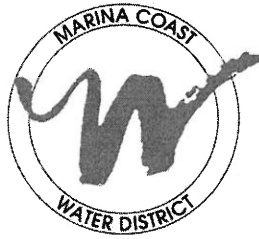
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Board Action

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

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

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



**Marina Coast Water District**  
Special Board Meeting/Groundwater Sustainability Agency Board Meeting  
Via Zoom Teleconference  
May 25, 2020

Draft Minutes

1. Call to Order:

President Moore called the meeting to order at 7:00 p.m. on May 25, 2020 via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

Thomas P. Moore – President  
Jan Shriner – Vice President  
Herbert Cortez  
Peter Le  
Matt Zefferman

Board Members Absent:

None

Staff Members Present:

Keith Van Der Maaten, General Manager  
Roger Masuda, District Counsel  
Chip Wilkins, Special Counsel  
Teo Espero, IT Administrator  
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

None.

3. Pledge of Allegiance:

Ms. Paula Riso, Executive Assistant/Clerk to the Board, led everyone present in the pledge of allegiance.

4. Public Comment on Closed Session Items:

There were no public comments.

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

5. Closed Session:

- A. Pursuant to Government Code 54956.9  
Conference with Legal Counsel – Existing Litigation  
MCWD’s Demand for Arbitration to the Monterey One Water Board of Directors to Recognize  
MCWD’s Entitlement to a Third Weighted Vote
  
- B. Pursuant to Government Code 54956.9(d)(4)  
Conference with Legal Counsel – Anticipated Litigation  
Initiation of Litigation – One Potential Case

The Board ended closed session at 7:46 p.m.

President Moore reconvened the meeting to open session at 7:47 p.m.

6. Reportable Actions Taken during Closed Session:

President Moore stated that direction was given and there were no reportable actions taken during Closed Session.

7. Director’s Comments:

Vice President Shriner and President Moore made comments.

8. Adjournment:

The meeting was adjourned at 7:50 p.m.

APPROVED:

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Thomas P. Moore, President

ATTEST:

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Paula Riso, Deputy Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 11-D

Meeting Date: June 15, 2020

Submitted By: Patrick Breen

Approved By: Derek Cray 

Agenda Title: Consider Adoption of Resolution No. 2020-33 to Approve the Proposed Landscape Incentive Program Changes

Staff Recommendation: The Board consider adoption of Resolution No. 2020-33 approving immediate enactment of the proposed Landscape Incentive Program changes as outlined in the attached documentation.

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

Details of proposed changes to the existing Landscape Incentive Program were discussed at two WCC Working Group meetings conducted in the Spring of 2017 and 2018. The goals were to increase customer participation, improve the MCWD customer experience, and boost the water savings achieved. At those meetings, the Commissioners and staff expressed an opinion that few changes were required to improve the customer experience and water savings, and that the amount of the incentive provided was likely a main factor limiting program participation. The Commissioners agreed that the lawn replacement incentive and the large controller replacement incentive would be more attractive to customers if they were increased.

The Commissioners also discussed creating different incentives for various customer classifications (Commercial, Industrial, Institutional, Single Family, Multi-family), and perhaps increasing the current maximum incentive payment available to some select program participants. Two proposed changes came from those specific discussions.

Following the WCC Working Group meetings, the proposed changes were reviewed and modified by the full Commission and staff in April and May of 2018.

After reorganization of the Commission in early 2019, staff again presented the proposed changes to the new Commission in July 2019. Several additional changes were added and proposed. Staff was tasked with incorporating all the changes recommended to date into a final draft document for consideration in August.

At the August 2019 Commission meeting, it was requested that an incentive and requirements for the installation of master valves and flow sensing equipment be included in the program. Those additional changes have been incorporated into the proposed draft *Landscape Incentive Program Description* that is attached.

The current landscape incentives available to District customers are summarized below (before any proposed revisions are approved):

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### ET Controller Incentive

The District will provide a \$150 rebate for a District-approved conversion or replacement of any existing standard irrigation controller to a soil moisture-based or evapotranspiration-based irrigation controller (ET Controller) that adjusts automatic scheduling parameters at least daily and controls up to six stations. An additional rebate amount of \$20 per station will be provided for each additional station that is operational, beyond the initial six stations already included, up to a maximum total rebate of \$750 per irrigation controller. The maximum rebate amount for each site is \$1,500. The new controller(s) must be installed on a well maintained, fully operational, in-ground irrigation system.

### ET Controller Incentive Amounts

The following chart shows an example of the rebate amounts provided for each standard size controller and provides comparison between the controllers estimated cost and the rebate amounts.

6 station	(\$240 estimated cost)	= \$150 rebate
12 Station	(\$480 estimated cost)	= \$270 rebate
24 station	(\$1,440 estimated cost)	= \$510 rebate
36 station	(\$2,160 estimated cost)	= \$750 rebate

### Rain and Soil Moisture Shut-off Switch Incentive

When an irrigation controller is modified to include the operation of a new, District approved rain or soil moisture shut-off switch, the district will provide a rebate equal to the purchase price, up to \$50 per device installed.

### Lawn Replacement Incentive

Customers are eligible for \$.25 cents/square foot when they replace established lawn with new, low water use landscaping (plants and permeable mulch material). A rain or soil moisture shut-off switch is required for sites that utilize an automatic irrigation system. The maximum incentive for lawn replacement and sprinkler conversion to drip irrigation combined is \$2,000.

### Sprinkler Conversion Incentive

The conversion of a sprinkler irrigation system to a drip or dripper line type irrigation system, would be eligible for an incentive of \$0.25 per square foot of irrigated area converted. A rain or soil moisture shut-off switch is required for sites that utilize an automatic irrigation system.

### Rainwater Catchment Incentive

Rainwater catchment incentives are based on the size of the catchment system (number of gallons that can be stored) and the incentive payment is limited by the customer's expenditures for materials. Customers can receive \$1 for each gallon of rainwater storage, up to 250 gallons. For any rainwater storage over 250 gallons and not to exceed 2,500 gallons, the applicant can receive an additional \$0.50 per gallon (Maximum incentive per customer, \$1,375 for 2,500 gallons). The incentive will not exceed the purchase price of items or materials purchased for the project or the incentive payment calculated by storage capacity (i.e. you purchased an 85 gallon tank for \$100 and bought \$15 in materials to divert the rain gutter, you will only receive \$85).

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Discussion/Analysis: Following is an abbreviated summary of proposed changes to the Landscape Incentive Program.

### Changes To Program Documents

- Add a phrase to the *Landscape Incentive Program Description* that states large projects over 8,000 square feet may apply, and be considered, with unique landscape project criteria that varies from those established.
- Establish and state in the program documentation a dispute resolution process for applicants.
- Establish that the definition of a landscape site is the area served by a single, metered water service.
- Establish that only with District approval, may a projects installation window exceed 60 days from the time of initial project approval.
- Establish that irrigation systems for non-residential landscapes over 1,000 square feet and rehabilitated residential landscapes over 5,000 square feet must include master valves and flow sensors that work in conjunction with weather-based irrigation controllers to detect and limit unauthorized flow.

### ET Controller Incentive

- For Multi-Family, Commercial, Institutional, Industrial, and Large Landscape accounts only, increase the ET Controller incentive from \$20 to \$40 for each additional irrigation station beyond six stations (doubles the incentive for larger sites)
- Establish that the maximum payment for the ET controller incentive will be equal to the net purchase price of the controller/sensor and related controller/sensor equipment.

### Rain and Soil Moisture Shut-off Switch Incentive

- Increase the Rain Shut-off Switch Rebate incentive from a maximum payment of \$50 to \$100.

### Master Shut-off Valve Rebate

- Add a new incentive for the modification of an irrigation system to include an approved master shut-off valve. The incentive will be equal to the net purchase price of the valve, up to \$100.00.

### Flow Sensor Rebate

- Add a new incentive for the modification of an irrigation system to include an approved flow sensor that alerts the user of leaks and unauthorized water flow. The incentive will be equal to the net purchase price of the sensor, up to \$100.00.

### Lawn Replacement Incentive

- Establish that when replacing lawn with low water use landscaping, varying amounts the lawn area renovated may be replaced with new mature tree canopy area, synthetic grass, decorative rock, or organic mulch.
- Increase the lawn replacement incentive from \$0.25 to \$1.00 per square foot for the first 5,000 square feet of lawn and replaced.
- For Multi-Family, Commercial, Institutional, Industrial and Large Landscape accounts, raise the maximum rebate amount for lawn replacement and sprinkler conversion to drip



irrigation from \$2,000 to \$5,000 per site or area served by a metered connection. The maximum incentive for single-family homes would remain at \$2,000.

- Establish that the required amount of lawn area replaced by plant canopy would decrease as project size increases. The amount of canopy coverage would be at the following rates:
  - 50% - for the renovated lawn area up to 1,000 square feet. (same as before)
  - 25% - for the additional renovated lawn area between 1,000 square feet and 10,000 square feet. (50% of the previous planted area required)
  - 10% - for the additional renovated lawn area over 10,000 square feet. (20% of the previous planted area required)
- Establish that the remaining, lawn replacement project area that is not replaced with low water use plants, new mature tree canopy area, synthetic grass, or new decorative rock must be new porous hardscape or receive a minimum of 3” decorative mulch.
- Establish that hardscape installed in the lawn replacement project area must be permeable, pervious, or porous.
- Establish that the turf replaced may be living or dead at the time of application to the program. But, there must be evidence of a previous lawn. All the turf must still be in place at the time of staff’s initial project review and project approval.
- Establish that Solarization and Sheet Mulching are acceptable methods of lawn removal.
- Establish that at least one existing or new tree per ten thousand square feet of project area be present/installed in the converted landscape.

#### Sprinkler Conversion Incentive

- Establish that without an authorized exemption, only drip or dripper line low volume emission devices are permitted in the irrigation zones retrofitted from sprinklers to drip irrigation.
- Establish that abandoned or inoperative irrigation system components be removed and that the associated water supply lines be capped.
- Increase the sprinkler renovation to drip incentive from \$0.25 to \$0.50 per square foot for the first 5,000 square feet of irrigated area

Environmental Review Compliance: None required.

Financial Impact:   X   Yes        No      Funding Source/Recap: Current 2019-2020 water conservation budget for Landscape Incentives, Marina and Ord service area water cost centers.

Other Considerations: Modify the draft *Landscape Incentive Program Description*, incentive amounts, eligible customers, and roll-out date of program changes.

Material Included for Information/Consideration: Resolution No. 2020-33; and, draft version of the *Landscape Incentive Program Description*.

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 \_\_\_\_\_

June 15, 2020

Resolution No. 2020 – 33  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving Changes to the Landscape Incentive Program

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 15, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the District Board approved the start of the Landscape Incentive program in January 2008; and,

WHEREAS, the program has not received significant review and revisions since; and,

WHEREAS, staff has worked with the Water Conservation Commission to draft changes that would improve program participation and capture more water savings; and,

WHEREAS, the implementation of the proposed landscape incentive program changes would improve the support customers receive in their efforts to conserve water.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve of the proposed changes to the Landscape Incentive Program:

PASSED AND ADOPTED on June 15, 2020 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Derek Cray, Interim Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-33 adopted on June 15, 2020.

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Derek Cray, Interim Secretary

## **Water-Wise Landscape Incentive Program Description**

### **Current Incentives**

#### **ET Controller Rebate**

The District will provide a \$150.00 rebate for the conversion of any existing standard irrigation controller with a District-approved ET-based irrigation controller that adjusts automatic scheduling parameters at least daily and can control up to six stations. An additional rebate amount of \$20.00 per station for single-family sites, and \$40.00 per station for Multi-Family, Commercial, Institutional, Industrial, and Large Landscape sites will be provided for each additional station that is operational, beyond the initial six stations already included. Customers are limited to a maximum total rebate of \$1,350.00 per irrigation controller including the initial \$150 rebate, or the net purchase price of the irrigation controller/sensor and related controller/sensor equipment, whichever is less. The annual maximum rebate amount for each site is \$2,700.00. The new controller(s) must be installed on fully operational irrigation system, at least two years old, with a minimum of four valves/zones operating.

#### **Rain or Soil Moisture Shut-off Switch Rebate**

When an irrigation controller is modified to include the operation of a new, District approved rain or soil moisture shut-off device, the district will provide a rebate equal to the net purchase price of the device, up to \$100.00.

#### **Master Shut-off Valve Rebate**

When an irrigation system is modified to include a new, District approved master shut-off valve, the district will provide a rebate equal to the net purchase price of the valve, up to \$100.00.

#### **Flow Sensor Rebate**

When an irrigation system is modified to include a new, District approved flow sensor that alerts the user of leaks and unauthorized water flow, the district will provide a rebate equal to the net purchase price of the sensor, up to \$100.00.

#### **Lawn and Sprinkler Replacement Incentive**

Customers can receive \$1.00 per square foot for the replacement of natural, irrigated lawn with low water use features (plants, artificial grass, decorative rock, organic mulch). In addition, or separately from lawn removal, there is a \$0.50 per square foot incentive for the conversion of an associated sprinkler irrigation system to drip or dripper line type irrigation. The total incentive provided for these projects may not exceed an amount of \$2,000.00 for Single-family sites, and \$5,000 for Multi-Family, Commercial, Institutional, Industrial and Large Landscape sites.

The amount of lawn area required to be replaced by mature plant canopy decreases as project size increases. The following amount of mature plant canopy coverage is required:

- 50% canopy coverage - for renovated lawn area up to 1,000 square feet.
- 25% canopy coverage - for the additional renovated lawn area between 1,000 square feet and 10,000 square feet.

10% canopy coverage - for the additional renovated lawn area over 10,000 square feet.

## Project and Product Eligibility

Only Marina Coast Water District customers are eligible to participate in the Water-wise Landscape Incentive Program.

The program applicant must be the property owner.

Incentives are only provided for renovations to existing landscapes. New construction projects are not eligible for incentives. The landscape incentives are estimated and provided by individual landscape sites. The definition of a landscape site is the area served by a single, metered water service.

Only District approved ET-based irrigation controllers master valves, flow sensors, and rain or soil moisture shut-off switches are eligible for those specific incentives. The ET-based irrigation controllers must adjust watering parameters, including but not limited to, duration, frequency, and start times, automatically based upon current, local reference evapotranspiration data provided by the California Irrigation Management Information System (CIMIS) or similar, localized, weather-based information system or monitoring device.

## Program Procedures

BEFORE applying and participating in the program, customers must call (831) 384-6131 to schedule a meeting with District staff. The project will be reviewed, and the required Landscape Site Survey will be conducted by District staff. The Landscape Site Survey takes about one hour of time on site. The homeowner, responsible party, or a designee who has access to the irrigation system controls must be present for the appointment.

During the site survey appointment, the Applicant shall describe the proposed project or conversion to staff. Staff verifies the existing landscape and irrigation system size and condition, components, and current water use. For large and/or complex projects, staff may request the applicant provide a landscape plan showing in detail the proposed finished project.

To assure efficient operation of any new irrigation system or components, staff recommended adjustments, repairs and modifications to the system must be completed prior to project completion and approval by the District.

To qualify for the Water-wise Landscape Incentive Program and be approved for an incentive, the following Project Criteria must be true of the proposed landscape design. Large projects over 8,000 square feet may apply, and be considered, with unique landscape project criteria that varies from those outlined below.

## Project Criteria:

- The water use at the site must be metered.
- Lawn replaced may be living or dead at the time of application to the program. But there must be evidence of a previous lawn. All the turf must still be in place at the time of staff's initial project review and project approval.
- It is recommended that lawns be physically removed to a depth of 4". Yet, solarization and sheet mulching are acceptable methods of lawn removal.
- It must be possible to water remaining grass areas separately from other bedding areas.
- It must be possible to water high water need plants (such as vegetables, annuals or tropical plants) separately from other areas.
- The irrigation system must be in a good state of repair such that the water is being used efficiently.
- A backflow prevention device must be present and installed as required by law. If required, there must be evidence that the backflow prevention device has recently been inspected, and results filed with the District.
- The irrigation system must water areas with reasonable efficiency such that it can be used without water waste. Examples of unacceptable waste would be excessive water hitting non-plant areas, excessive water in specific areas or too little water in others, or pooling water from ineffective spray.
- Abandoned or inoperative irrigation system components must be removed, and the associated water supply lines capped.
- As designed, the estimated water use of the new landscape must be lower than that of the landscape replaced.
- To reduce water loss through evaporation, a 3" layer of mulch material must be used in planting beds.
- At least one existing or new tree per ten thousand square feet of project area must be present/installed in the new, converted landscape.
- Hardscape installed in the area of lawn replacement must be porous.
- Manual irrigation controls are permitted, but these systems must have a timer device utilized to shut off the water after an allotted time period. No automatic rain shut off device is required on manually controlled systems.
- All automated irrigation systems must have a rain shut off or soil moisture monitoring device installed. An incentive to purchase this device is provided by the District.
- Irrigation systems for non-residential landscapes over 1,000 square feet and rehabilitated residential landscapes over 5,000 square feet must include master valves and flow sensors that work in conjunction with weather-based irrigation controllers to detect and limit unauthorized flow. Incentives are available to assist in the installation of these devices.

Only once the Landscape Site Survey is completed, the proposed project reviewed, and the application accepted by the District, is the Water-wise Landscape Incentive Application Form filled out with the assistance of the District staff. This application form identifies the Applicant and describes the proposed project. Initial District approval for the allocation of funds to support the project is recorded on this application. The specific design elements and an estimated date of project completion is noted. The application form is then approved and signed by the District Representative.



Once approved, the project may proceed, as planned, to completion. District staff must be notified and approve of any design changes made while the project is proceeding. Without an approved extension of time, all projects must be completed within 60 days, otherwise the program application will be rejected, and the customer then will no longer be eligible for the incentive.

- ❖ *To assure compliance, quality, and performance, it is recommended that only a licensed, insured landscape contractor install irrigation components or modify your existing landscape. Check with your local jurisdictional officials and inquire about city, county and water district codes and ordinances before installing or modifying your irrigation system or landscape.*

Once the project is completed, the applicant must schedule a follow-up site inspection with the District representative. District staff will verify the installation and compliance with the Design Criteria, check the irrigation system operation, and will assist in irrigation scheduling if required. Staff may require proof of irrigation controller service activation.

Also, at this time, the District staff will request the Applicant provide the original product or service receipts. Original receipts for products and services older than one year are not eligible. District staff then signs the application form verifying project completion. The rebate request is then forwarded to the District Accounting Department for incentive processing and payment. The application form and supporting documentation is then finally placed in District files.

To resolve disputes over eligibility or program procedures, customers may contact the Water Resources Manager. Without resolution, or to appeal a decision at the management level, customers may contact the District's General Manager.

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 11-E

Meeting Date: June 15, 2020

Prepared By: Derek Cray

Approved By: Derek Cray 

Agenda Title: Consider a Motion to Initiate a Survey with the Employees of Marina Coast Water District, Regarding Covid-19

Staff Recommendation: The Board of Directors make a motion to initiate a survey with the employees of the District and report those findings to the Budget and Personnel Committee.

Background: *Strategic Plan Mission Statement – Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, employee tenure recognition, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

The Marina Coast Water District (District) operates the water and wastewater for Central Marina and the Ord Communities. The District is comprised of 40 active, full-time employees, and one intern. The District departments are comprised of: Administrative, Operations & Maintenance, Water Resource, and Engineering.

Discussion/Analysis: The Coronavirus, Covid-19 strain, began significantly affecting the lives of those in the Monterey Peninsula in early March. As the pandemic worsened, the State and County enacted orders to Shelter-in-Place beginning in March. Only essential workers could continue working during the beginning of the Shelter-in-Place requirements. Since the District provides critical infrastructure, many of the District's employees continued to work under the strict guidelines put forth by the Monterey County Health Department.

The Shelter-in-Place orders have changed numerous times since they were first enacted causing the District to continuously reassess the safety needs and requirement of their employees. Due to the stressful nature of the shelter-in-place and safety concerns, Director Cortez requested the District to perform a brief survey relating to Covid-19 and District practices, to better ascertain how employees felt the District was doing, regarding employee security and safety. The following questions were received from Director Cortez and staff as recommended survey questions for District staff to answer with a range of "Very Satisfied" to "Very Dissatisfied" or "Very Responsive" to "Very Not-Responsive":

1. Overall, how satisfied are you with the MCWD's response to COVID-19?
2. Overall, how satisfied are you with the communication the District has provided on employee safety during this Shelter in Place period.
3. Overall, how satisfied are you with the training provided by MCWD on safety procedures and social distancing protocols during this Shelter in Place period?
4. Overall, how satisfied are you with the cleanliness of your work area?

5. During this Shelter in place period, how responsive has your supervisor been in addressing your questions related to Personal Protection Equipment, social distancing or COVID-19 updates?
6. Are you aware of the social distancing protocols at MCWD?
7. Overall, how many times have you thought about employment loss during this shelter in place?
8. Any additional thoughts on the subjects of the survey?

The Board is being asked to review and make a motion to proceed with the current questions. Staff will then initiate the anonymous survey to be done online and report those findings back to the Budget and Personnel Committee.

Environmental Review Compliance: None required.

Financial Impact:      X   Yes           No    An independent online company, will be utilized to transmit the survey to the users, and ensure the survey is anonymous. The approximate cost of this will be \$50.00 which will come out of the Education and Training account.

Other Considerations: None.

Material Included for Information/Consideration: None.

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

Board Action

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

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


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

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 12-A

Meeting Date: June 15, 2020

Prepared By: Roger Masuda, District Counsel

Approved By: Derek Cray 

Agenda Title: Consider Adoption of Resolution No. 2020-34 to Approve a New Ord Community Water Services Agreement between the City of Del Rey Oaks and Marina Coast Water District

Staff Recommendation: The Board of Directors consider adoption of Resolution No. 2020-34 to approve the New Ord Community Water Services Agreement between the City of Del Rey Oaks and Marina Coast Water District.

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

Discussion/Analysis:

Under the 1998 Water/Wastewater Facilities Agreement between FORA and MCWD, MCWD is the exclusive provider of potable and recycled water and, where applicable, wastewater collection services within the former Fort Ord, now MCWD's Ord Community Service Area. MCWD does not currently provide wastewater collection services within the Cities of Seaside and Del Rey Oaks, which are served by the Seaside County Sanitation District. Paragraph 9.3, Term, of the 1998 Water/Wastewater Facilities Agreement as amended states, "This Agreement shall have a term coincident with the legal existence of FORA."

On October 23, 2001, the U.S. Government through the Secretary of the Army made an economic development conveyance by quitclaim of the following assets to FORA and the next day on October 24, 2001, FORA deeded those very same assets to MCWD: (1) all of Fort Ord's water and sewer infrastructure; (2) under the 1993 Fort Ord Annexation Agreement, 4,871 AFY of the Army's 6,600 AFY of MCWRA groundwater allocation with the Army reserving 1,729 AFY; and (3) 2.22 MGD of the Army's prepaid wastewater treatment capacity under the 1993 Army-Monterey Regional Water Pollution Control Agency Agreement.

On July 2, 2019, the Local Agency Formation Commission of Monterey County-approved MCWD annexation of lands within MCWD's Ord Community Service Area, which receive both MCWD water and sewer collection services or which have received land use approvals from the applicable land use jurisdiction.

FORA will dissolve on June 30, 2020, thereby automatically terminating the 1998 Agreement. MCWD is obligated to continue to provide water and sewer collection services to lands within its jurisdictional boundaries and water services outside of its jurisdiction boundaries but within its Ord Community Service Area, such as the City of Del Rey Oaks. This change necessitates entering into New Ord Community Services Agreements with the existing FORA land use jurisdictions (LUJs) whereby MCWD and the LUJs enter into direct bilateral relations and not through FORA.

The purpose of the New Ord Community Services Agreements is (1) to recognize the existing rights and obligations of MCWD and of each LUJ for the provision of potable water, recycled water, and, if applicable, sewer collection services in accordance with the 1993 Fort Ord Annexation Agreement (as modified by the 1996 Annexation Agreement and Groundwater Mitigation Framework for Marina Area Lands), and the FORA potable and recycled water allocations under the Base Reuse Plan. The agreements will also recognize that their terms and conditions are subject to compliance with all applicable laws including, but not limited to, the California Environmental Quality Act, the Sustainable Groundwater Management Act, and Groundwater Actions (as defined). Nothing in the agreements commits MCWD or any other governmental agency having jurisdiction to approve or implement any project to develop or secure new water supplies, and they may not do so until environmental review of the project has been completed.

Under the FORA Base Reuse Plan, MCWD agreed to provide the following three different services arrangements with the LUJs:

- Potable and Recycled Water and Sewer: City of Marina, County of Monterey, CSUMB, State Department of Parks and Recreation, and UCMBEST.
- Potable and Recycled Water: City of Del Rey Oaks and City of Seaside.
- Potable Water only: City of Monterey.

District staff has meet individually with the respective LUJ staffs and prepared draft form agreements to the LUJs and to the FORA Administrative Committee for their review and comment.

On May 26, 2020, the Del Rey Oaks City Council on a 4-0 vote approved the attached New Ord Community Water Services Agreement.

Environmental Review Compliance: None required.

Financial Impact:     \_\_\_ Yes     \_\_\_X\_\_\_ No                   Funding Source/Recap: None.

Other Consideration: None.

Material Included for Information/Consideration: Resolution No. 2020-34; and, Draft Service Agreement with Del Rey Oaks.

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 \_\_\_\_\_

June 15, 2020

Resolution No. 2020-34  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving a New Ord Community Water Services Agreement  
between Marina Coast Water District and the City of Del Rey Oaks

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a meeting duly called and held on June 15, 2020, via a videoconference pursuant to Gov. Newsom’s Executive Order N-29-20, as follows:

WHEREAS, under the 1998 Water/Wastewater Facilities Agreement between Fort Ord Reuse Authority (FORA) and the District, District is the exclusive provider of potable and recycled water and, where applicable, wastewater collection services within the former Fort Ord, now MCWD’s Ord Community Service Area; and,

WHEREAS, FORA will dissolve on June 30, 2020, thereby automatically terminating the 1998 Water/Wastewater Facilities Agreement. MCWD is obligated to continue to provide potable and recycled water and, where applicable, sewer collection services to lands within its jurisdictional boundaries and water services outside of its jurisdiction boundaries but within its Ord Community Service Area, such as the City of Del Rey Oaks; and this change necessitates entering into a New Ord Community Services Agreement with the City of Del Rey Oaks whereby MCWD and the City of Del Rey Oaks enter into direct bilateral relations and not through FORA; and,

WHEREAS, MCWD does not currently provide wastewater collection services within the City Del Rey Oaks, which is served by the Seaside County Sanitation District; and,

WHEREAS, on May 26, 2020, the Del Rey Oaks City Council on a 4-0 vote approved the New Ord Community Water Services Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District finds that it is in the best interests of the District to approve the New Ord Community Water Services Agreement between the City of Del Rey Oaks and Marina Coast Water District and hereby approves the Agreement and authorizes the President and Secretary to sign the agreement on behalf of the District.

PASSED AND ADOPTED on June 15, 2020, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

Thomas P. Moore, President

ATTEST:

Derek Cray, Interim Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-34 adopted June 15, 2020.

Derek Cray, Interim Secretary



## **New Ord Community Water Services Agreement between City of Del Rey Oaks and Marina Coast Water District**

This Agreement is entered into as of the Effective Date of July 1, 2020, by and between **City of Del Rey Oaks** ("City"), and the **Marina Coast Water District** ("MCWD"), with reference to the following facts:

### Recitals

A. On September 21, 1993, the U.S. Government, represented by the U.S. Army, and the Monterey County Water Resources Agency (MCWRA) entered into an agreement (1993 Fort Ord Annexation Agreement) whereby Fort Ord would be annexed into MCWRA Zones 2 and 2A and be allocated 6,600 AFY of groundwater for use on Fort Ord lands, and the U.S. Government paid MCWRA a \$7,400,000 annexation fee.

B. The Fort Ord Reuse Authority (FORA) is a regional agency established under Government Code Sections 67650, et seq., to plan, facilitate, and manage the transfer of former Fort Ord property from the United States Army to the governing local jurisdictions pursuant to the Fort Ord Reuse Plan adopted under Government Code Section 67675

C. Under the 1998 Water/Wastewater Facilities Agreement between FORA and MCWD, MCWD is the exclusive provider of water and wastewater collection services within the former Fort Ord, now designated as MCWD's Ord Community Service Area, except that MCWD does not currently provide wastewater collection services within those areas within the Cities of Seaside and Del Rey Oaks, which are served by the Seaside County Sanitation District. Paragraph 9.3, Term, of the 1998 Water/Wastewater Facilities Agreement as amended states, "This Agreement shall have a term coincident with the legal existence of FORA." FORA's legal existence is scheduled to terminate on June 30, 2020, pursuant to Government Code Section 67700.

D. On October 23, 2001, the U.S. Government through the Secretary of the Army made an economic development conveyance by quitclaim the following assets to FORA and the next day on October 24, 2001, FORA deeded those very same assets to MCWD: (1) all of Fort Ord's water and sewer infrastructure; (2) under the 1993 Fort Ord Annexation Agreement, 4,871 AFY of the Army's 6,600 AFY of MCWRA groundwater allocation with the Army reserving 1,729 AFY; and (3) 2.22 MGD of the Army's prepaid wastewater treatment capacity under the 1993 Army-Monterey Regional Water Pollution Control Agency (MRWPCA) Agreement.

E. On April 8, 2016, MRWPCA and MCWD entered into that certain Pure Water Delivery and Supply Project Agreement, as amended, wherein MRWPCA agreed, among other things, to produce a minimum of 600 AFY of purified recycled water (also known as advanced treated water) with the ability to produce a maximum day demand of 1.37 MGD for MCWD under Phase 1 and to later produce an additional 827 AFY of purified recycled water under Phase 2 on terms specified in the agreement. The FORA Base Reuse Plan has a water augmentation target of 2,400 AFY. This combined 1,427 AFY of purified recycled water would meet all but 973 AFY of the 2,400 AFY water augmentation target.

F. The Fort Ord Water Augmentation Program costs were to be covered by funds collected under FORA's Community Development Fund taxes; however, FORA is scheduled to terminate on June 30, 2020, so starting July 1, 2020, water augmentation costs will be collected by MCWD.

G. On July 2, 2019, the Local Agency Formation Commission of Monterey County-approved MCWD annexation of lands within MCWD's Ord Community Service Area, which then currently received MCWD's both water and sewer collection services or which had received land use approvals from the applicable land use jurisdiction was completed. City's lands within the Ord Community Service Area were not annexed because those lands are provided sewer collection services by the Seaside County Sanitation District (SCSD) and not MCWD.

H. This Agreement shall not authorize either Party to take any specific action with regard to the potable and recycled water that is the subject of this Agreement. Likewise, this Agreement shall not limit the City's discretion with regard to the use of the potable and recycled water discussed in this Agreement in the future.

### Definitions

- Allocation or Allocations shall mean potable water or recycled water allocations as the context indicates as set forth in the Section 1 table of this Agreement.
- Del Rey Oaks (DRO) Service Area shall mean the area within which MCWD will provide potable water and recycled water services to the City.
- Groundwater Action shall mean any final legally binding determination by a court or regulatory or administrative agency having jurisdiction over groundwater that would directly or indirectly change the potable water Allocations set forth in Section 1. A regulatory or administrative agency may include, but not be limited to, the State Water Resources Control Board (SWRCB), Regional Water Quality Control Board, Monterey County, Monterey County Water Resources Agency, and any groundwater sustainability agency (GSA) having jurisdiction over the groundwater in question. Groundwater Actions include, but are not limited to, groundwater adjudications conducted in accordance with Code of Civil Procedure Section 830, et seq., protection of groundwater quality pursuant to Water Code Sections 2100 – 2102, GSA actions pursuant to the adopted groundwater sustainability plan for the applicable groundwater subbasin. Groundwater Action shall also mean the approval of new well permits that will pump potable, brackish or other types of groundwater, which will adversely impact the availability of potable water for MCWD and/or the pumping of existing or new wells that adversely impacts the availability of potable water for MCWD.
- Land Use Jurisdiction (or LUJ), shall mean a FORA land use jurisdiction, which consists of the Cities of Marina, Monterey, Seaside, and Del Rey Oaks; the County of Monterey; California State University, Monterey Bay; California State Parks and

Recreation; and University of California Monterey Bay Education, Science, and Technology Center. The Army is not a LUJ.

- Monterey Regional Water Pollution Control Agency (MRWPCA) is now known as Monterey One Water (M1W). Both City and MCWD are joint powers agency members of M1W.

- Ord Community Service Area shall mean the area within which MCWD provides water and recycled water services, and where applicable sewer collection services, to lands within the former Fort Ord.

- Party or Parties to this Agreement shall mean the City and the Marina Coast Water District.

- Potable water shall mean potable groundwater.

- SGMA shall mean the Sustainable Groundwater Management Act, Water Code Sections 10720, et seq.

### **Purpose**

The purpose of this Agreement is to recognize the existing rights and obligations of the City and MCWD regarding the provision of potable water and recycled water by MCWD to the City. Subject to the limitations, restrictions, and funding obligations described in this Agreement, MCWD intends to offer those services to every LUJ receiving potable groundwater Allocations and/or recycled water Allocations from FORA pursuant to the Base Reuse Plan on substantially similar terms and conditions as are contained in this Agreement, recognizing that each LUJ has different Allocations from FORA, have redevelopment plans specifically tailored for that LUJ, and LUJs served by the Seaside County Sanitation District do not contribute sewer flows for the Ord recycled water Allocation.

### **Key Service Terms**

1. The Parties agree with the applicable terms and conditions of the 1993 Fort Ord Annexation Agreement. The Parties agree to the FORA potable and recycled water Allocations under the Base Reuse Plan as set forth in FORA resolution 07-01 for potable water and FORA resolution 07-10 for recycled water as immediately set forth below and as may be amended by FORA prior to its termination, subject to change in accordance with Sections 2, 3, 4, and 5 of this Agreement:

### Allocations<sup>1</sup>

Land Use Jurisdiction or Use Type	Potable Water AFY	Recycled Water AFY	Total Water AFY
City of Marina (Ord Community)	1,340.0	345.0	1,685.0
City of Monterey	65.0	0.0	65.0
City of Seaside <sup>2</sup>	1,012.5	453.0	1,465.5
County of Monterey	720.0	134.0	854.0
CSUMB (CSU Trustees)	1,035.0	87.0	1,122.0
City of Del Rey Oaks	242.5	280.0	522.5
State Parks and Recreation Dept	44.5	0.0	44.5
U.S. Army <sup>3</sup>	1,562.0	0.0	1,562.0
UCMBEST (UC Regents)	230.0	60.0	290.0
Assumed Line Loss	348.5	68.0	416.5
<b>TOTAL ALL (ORD)</b>	<b>6,600.0</b>	<b>1,427.0</b>	<b>8,027.0</b>

2. MCWD's Authority to Enforce the Section 1 Allocations. City agrees that MCWD shall have the authority to enforce compliance by LUJs with the Section 1 Allocations. In the event that any LUJ's approved developments or water uses exceed the LUJ's approved Allocation, MCWD shall have the authority to decline to issue any water connection permits for any over-allocation until that LUJ brings its water Allocation into compliance. MCWD shall also update the Section 1 Allocations when there are changes to any Allocation due to Section 4, Section 5, or some other cause.

3. No Guarantee. City agrees that the above Potable Water Allocations and Recycled Water Allocations are not guaranteed to be supplied to the City by MCWD; however, MCWD will endeavor to supply the City's Allocations in accordance with the terms of this Agreement.

4. Reductions in Available Potable Water or Recycled Water. In the event of a Groundwater Action or other cause resulting in less than the amount of Potable Water or Recycled Water being available to MCWD to meet the above stated non-Army jurisdictions' Allocations, then MCWD would reduce the available Potable and/or Recycled Water Allocations in direct proportion to the Allocations set forth in the then

<sup>1</sup> The water supply sources for the 973 AFY of additional potable and/or recycled water are not included in the above table and they have not yet been identified and developed under Phase 3 described below.

<sup>2</sup> Under Article 2.a of Amendment No. 1 dated October 23, 2001, the Army agreed to reserve only 1,691 AFY, or 38 AFY less than the amount actually reserved by the Army in the October 23, 2001 deed. The 38 AFY was to be transferred to FORA and then to MCWD. FORA was to allocate the 38 AFY to the City of Seaside for the benefit of now Bay View Mobile Home Park subject to use limitations prescribed in Amendment No. 1 to be administered by the City of Seaside pursuant to its land use jurisdiction. MCWD has requested FORA to correct this oversight with the Army. Until the deeds are corrected, the City of Seaside's groundwater Allocation should be reduced by 38 AFY and the Army's reserved amount should be increased by 38 AFY.

<sup>3</sup> This is the amount of the 1993 MCWRA groundwater Allocation that the Army reserved for Federal Government uses and is not a FORA Allocation.

current Section 1 table unless all of the LUJs agree to a different Allocation reduction formula or method. MCWD has no authority to reduce the Army’s reserved Potable Water Allocation.

For example, if as a result of a Groundwater Action, MCWD needs to reduce the total Potable Water Allocations by 10%, then the City of Del Rey Oaks’ Allocation would be reduced from 242.5 AFY to 218.25 AFY unless all of the LUJs agree to a different Allocation reduction formula or method, such as the result of a transfer under Section 5.

5. Transfers or Leases of Allocations between Willing LUJs. Any two or more LUJs may agree to transfer or lease Potable Water or Recycled Water Allocations on terms agreeable to the involved LUJs, subject to MCWD’s approval (a) as to whether any infrastructure improvements or changes would be required to implement any such transfer or lease and (b) of a written agreement with the involved LUJs, including but not limited to, as to how all such infrastructure costs are to be paid, as to any resulting operational changes or service limitations, and as to what changes should be made to the Section 1 Allocations.

6. Description of post-FORA RUWAP Phases 1 through 4.

Phase 1	600 AFY of PWM advanced treated water
Phase 2	827 AFY of PWM advanced treated water
Phase 3	927 AFY of yet to be determined potable and/or recycled water
Phase 4	Additional potable and/or recycled water needed by LUJs

a. Phases 1, 2, and 3 are intended to develop the water supply needed to meet FORA’s 2007 Potable and Recycled Water Allocations described in Section 1 for the FORA Base Reuse Plan redevelopment projects over approximately the next 15 years. Those redevelopment projects are listed in MCWD’s 2020 Master Plans. Phase 4 is any additional water needed by MCWD after Phases 1 – 3 to meet water demands within the Ord Community service area.

b. Phase 1 of the Regional Urban Water Augmentation Project (“RUWAP”) will provide 600 AFY of Pure Water Monterey (“PWM”) advanced treated water. Under the Pure Water Delivery and Supply Project Agreement dated April 8, 2016, as amended, between MRWPCA and MCWD, MCWD will receive up to 600 AFY of advance treated water.

c. When funded and constructed, Phase 2 of the RUWAP will provide 827 AFY, or a total 1,427 AFY of PWM advanced treated water from Phases 1 and 2 for the Ord Community and be allocated in accordance with Section 1 above.

d. Phase 3 of the RUWAP is for 973 AFY, the remaining balance of the 2,400 AFY Water Augmentation Target under the FORA Base Reuse Plan.

e. Phase 4 of the RUWAP would be additional water supplies over and above the 2,400 AFY to be supplied under Phases 1, 2, and 3. The Phase 4 water sources and

projects have yet to be identified, planned, and developed. Uses for this water could include, but are not limited to, water needed to meet increased water demand within the Ord Community service area, for new development, and to firm up and protect Potable groundwater supplies.

7. MCWD agrees to develop and secure the water supply sources necessary to supply the water for the Potable Allocations and the Recycled Water Allocations, subject to compliance with all applicable laws including, but not limited to, CEQA and SGMA. In the event of a Groundwater Action or other cause that limits MCWD's extraction of groundwater to less than the total Potable Allocations, MCWD commits to pursuing a replacement water supply in accordance with this Agreement.

a. Any project by MCWD to develop or secure new or replacement water supply sources under this Agreement shall be subject to a process of thorough public review and input and all necessary and appropriate approvals. That process must also include environmental review under CEQA before MCWD may consider approving the project; and the project may require discretionary approvals by a number of government bodies after public hearings and environmental review. Nothing in this Agreement commits, or shall be deemed to commit, MCWD or any other governmental body to approve or implement any project to develop or secure new water supplies, and they may not do so until environmental review of the project as required under CEQA has been completed. Accordingly, all references to new water supply projects in this Agreement shall mean the proposed project subject to future environmental review and consideration by MCWD. MCWD and any other public agency with jurisdiction over any part of the project shall have the absolute discretion before approving the project to: (i) make such modifications to the project as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts of the project; (iv) balance the benefits of the project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the project.

b. MCWD agrees to develop and provide other, additional, new water supplies as part of RUWAP Phase 4 or later phases as requested by City provided that MCWD can obtain sufficient rights in the new water supply source, a funding source to develop the new water supply has been secured, and the environmental review for the new supply as required under CEQA has been completed.

c. The Parties agree to work with the other LUJs for RUWAP Phase 4 and later phases to optimize economies of scale and scope in meeting the needs of all the parties that are participating in the applicable work and the needs of the Central Marina service area.

8. MCWD will not be required to proceed with the development of a new or replacement water supply (a) until a funding source and a rate structure to recover all costs are identified, secured, and approved by MCWD; (b) environmental review of the project as required under CEQA has been completed; (c) compliance with SGMA and any other

applicable law reasonably appear to be achievable; and (d) MCWD can obtain sufficient rights in the new or replacement water supply source.

9. Unutilized Federal Government Potable Water Allocation and Wastewater Treatment Capacity.

a. City agrees that the 38 AFY of the Army's potable water Allocation described in the footnote 2 to the Section 1 Allocations table of this Agreement shall be transferred by the Army to MCWD to be included in the City of Seaside's potable water Allocation.

b. City agrees that MCWD shall have the first right of refusal to any other potable water Allocation released by the Army. MCWD agrees to reallocate any such additional water on an equitable basis subject to agreement of all of the LUJs, provided that if all of the LUJs cannot agree, then MCWD will reallocate proportionately based upon the then current potable water Allocations in Section 1, subject to securing a funding source to develop the new water supply and the environmental review for the new supply as required under CEQA has been completed.

c. City agrees that MCWD shall have the first right of refusal to any sewer treatment capacity released by the Army.

10. Water User Advisory Committee. The Parties agree that regular coordination meetings will be held between MCWD and the LUJs who sign a New Ord Community Services Agreement.

11. Rights-of-Way/Easements for MCWD Water Infrastructure.

a. City agrees to provide the necessary rights-of-way/easements within its jurisdictional boundaries to MCWD without charge to MCWD in order for MCWD to provide potable and/or recycled water services to customers within the City's jurisdictional boundaries. Water Code Section 31060, et seq.

b. In accordance with Government Code Section 6103.6, City may recover staff time costs to process the rights-of-way/easements and to inspect any MCWD right-of-way work within its jurisdictional boundaries.

c. Where a right-of-way or easement is oversized to accommodate a larger pipeline or other infrastructure to serve customers outside of the City's jurisdictional boundaries, then City may receive reasonable compensation for the oversizing.

**Dispute Resolution**

12. Dispute Resolution



a. Dispute resolution procedure. If any dispute arises between the Parties as to the proper interpretation or application of this Agreement, the Parties shall resolve the dispute in accordance with this section.

b. Duty to meet and confer. If any dispute under this Agreement arises, the Parties shall first meet and confer, in an attempt to resolve the matter. Each Party shall make all reasonable efforts to provide to the other Party all the information that the Party has in its possession that is relevant to the dispute, so that both Parties will have ample information with which to reach a decision.

c. Mediation and Voluntary Binding Arbitration.

(1) If the dispute is not resolved within sixty (60) days after the first meeting under Subsection 12.b, then any Party may notify the other Party that the notifying Party elects to submit the dispute to mediation. If the other Party agree to submit the dispute to mediation, then the Parties will jointly select a mediator. The terms of mediation shall be set by agreement of the Parties and the mediator.

(2) If the dispute is not resolved by meeting and conferring, and mediation does not occur or is unsuccessful, any Party may serve the other Party with a request for binding arbitration by a single neutral arbitrator. The request must set forth the nature of the dispute and the claim or relief sought.

(3) If the other Party to the dispute does not agree to submit the dispute to binding arbitration, then the other Party shall serve written notice of that to the Party requesting binding arbitration. Alternatively, the Parties may agree to not submit the dispute to binding arbitration.

(4) If the Parties agree to submit the matter to binding arbitration, the Parties will jointly select a single arbitrator. If the Parties cannot agree on a person to serve as the arbitrator, the dispute shall be submitted to one neutral arbitrator selected from a list of at least three neutral arbitrators proposed by mutual agreement of the Parties. Each candidate shall have at least five (5) years' experience with the same or similar type disputes as the dispute or disputes at issue, unless the Parties agree otherwise. The Parties agree to select the arbitrator by alternate strikes. The Party who served the request for binding arbitration shall strike first. If the Parties are unable to agree on a single arbitrator, then the Parties shall request the Presiding Judge of the Monterey County Superior Court to appoint an arbitrator who has the above minimum required experience. The cost of the arbitrator shall be shared equally among the Parties. Unless otherwise agreed by the Parties, the arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules & Procedures ("Rules"), but not necessarily under the auspices of JAMS. The Parties agree that they will faithfully observe the Rules and will abide by and perform any award rendered by the arbitrator, and that a judgment of the court having jurisdiction may be entered on the award. Notwithstanding the Rules, discovery will be permitted and the provisions of the California Code of Civil Procedure Section 1283.05 are incorporated herein unless the Parties agree otherwise. The Parties hereby consent to the jurisdiction of the applicable Superior Court for the

confirmation, correction or vacation of any arbitration award, except that nothing in this Agreement is intended to prevent any disputing Party from filing a motion under Code of Civil Procedure Section 394. The arbitrator may grant any remedy or relief deemed by the arbitrator just and equitable under the circumstances, whether or not such relief could be awarded in a court of law. The arbitrator will have no power to award punitive damages or other damages not measured by the Party's actual damages against any Party. This limitation of the arbitrator's powers under this Agreement shall not operate as an exclusion of the issue of punitive damages from this Agreement to arbitrate sufficient to vest jurisdiction in a court with respect to that issue. The arbitrator's award will be deemed final, conclusive and binding to the fullest extent allowed by California law, and may be entered as a final judgment in court.

13. Lawsuit in lieu of Binding Arbitration. If the Parties do not agree to submit the dispute to binding arbitration, then any Party may file a lawsuit in a court with jurisdiction over the dispute within ninety (90) calendar days of the date of the notice or agreement under Subsection 12.c.(3) above. Nothing in this Agreement is intended to prevent any disputing Party from filing a motion under Code of Civil Procedure Section 394.

### General Provisions

14. Assignment. No Party may sell, transfer, or assign any of its right or interest under this Agreement, in whole or in part, without prior written consent of the other Party.

15. Amendment. This Agreement or any provision hereof may be changed, waived, or terminated only by a writing signed by both Parties.

16. No Waiver. No delay in enforcing or failing to enforce any right under this Agreement will constitute a waiver of such right. No waiver of any default under this Agreement will operate as a waiver of any other default or of the same default on a future occasion.

17. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Agreement are to any extent declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, the Parties agree to amend the terms in a reasonable manner to achieve the intention of the Parties without invalidity. If the terms cannot be amended thusly, the invalidity of one or several terms will not affect the validity of the Agreement as a whole, unless the invalid terms are of such essential importance to this Agreement that it can be reasonably assumed that the Parties would not have contracted this Agreement without the invalid terms. In such case, the Party affected may terminate this Agreement by written notice to the other Party without prejudice to the affected Party's rights in law or equity.

18. Entire Agreement. This Agreement is intended by the Parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this

Agreement even though the accepting or acquiescing Party had knowledge of the nature of the performance and opportunity for objection.

19. Choice of Law. This Agreement will be construed in accordance with the laws of the State of California.

20. Further Assurances. Each Party agrees to execute and deliver all further instruments and documents and take all further action that may be reasonably necessary to complete performance of its obligations hereunder and otherwise to effectuate the purposes and intent of this Agreement.

21. Headings. The headings of the sections hereof are inserted for convenience only and shall not be deemed a part of this Agreement.

22. Notices. Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be acknowledged by the Party giving such notice, and shall to the extent reasonably practicable be sent by hand delivery, and if not reasonably practicable to send by hand delivery, then by telecopy, overnight courier, electronic mail, or registered mail, in each case to the other Party at the address for such Party set forth below (Note: A Party may change its place of notice by a notice sent to all other Parties in compliance with this section):

**If delivered to City:**

Danial Pick  
City Manager  
350 Canyon Del Rey Blvd.  
Del Rey Oaks, CA 93940

**If delivered to MCWD:**

Keith Van Der Maaten  
General Manager  
11 Reservation Road  
Marina, CA 93933

23. No Third-Party Beneficiaries. Except for the Parties and their respective successors and assigners, nothing in this Agreement, whether express or implied, is intended to confer any rights on any person or entity whatsoever.

24. No Breach of Other Agreements. Each Party warrants that the Party's execution and performance of this Agreement will not result in the breach of any other agreement to which that Party is a party, or to which that Party is otherwise subject or bound.

25. No Party Drafter. No Party to this agreement shall be considered its drafter. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party.

26. Term of Agreement: This Agreement shall be effective on the Effective Date specified at the beginning of the Agreement and shall remain in effect unless and until terminated by mutual agreement of the Parties.

IN WITNESS WHEREOF, each Party has executed the Agreement with the approval of its governing body as of the date first written above.

City of Del Rey Oaks

Marina Coast Water District

By: \_\_\_\_\_  
Danial Pick, City Manager

By: \_\_\_\_\_  
Thomas P. Moore, Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alex Lorca, City Attorney

By: \_\_\_\_\_  
Roger Masuda, District Counsel

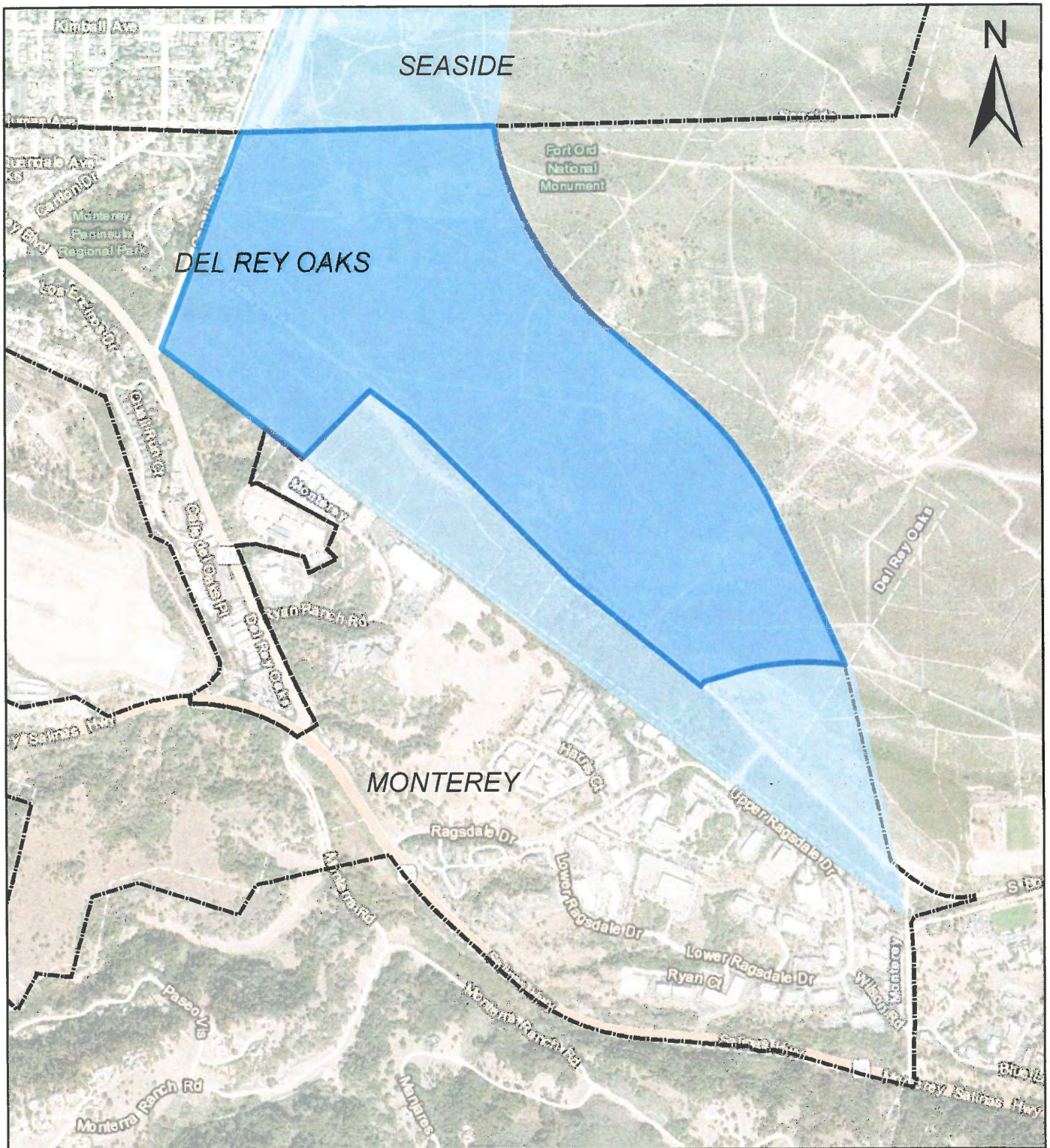
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Date: \_\_\_\_\_

Exhibit A: MCWD's DRO Water Service Area

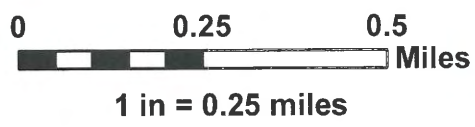
NOTE: ON EXHIBIT A, ONLY THE DRO WATER SERVICE AREA WILL BE HIGHLIGHTED.





## Exhibit A: MCWD's Del Rey Oaks Water Service Area

- MCWD Future Service Study Area
- Del Rey Oaks Future Service Area
- Municipal Boundary



Map Date: May 2020



Marina Coast Water District  
Agenda Transmittal

Agenda Item: 12-B

Meeting Date: June 15, 2020

Prepared By: Michael Wegley

Approved By: Derek Cray 

Agenda Title: Consider Adoption of Resolution No. 2020-35 to Approve a Water and Sewer Infrastructure Agreement between Marina Coast Water District and UCP East Garrison, LLC for the Phase 3 Condominiums Development Project

Staff Recommendation: The Board of Directors adopt Resolution No. 2020-35 approving a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and UCP East Garrison, LLC for the Phase 3 Condominiums 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.*

UCP East Garrison, LLC (Developer) is prepared to continue the redevelopment of the East Garrison neighborhood within the Former Fort Ord by requesting MCWD to enter into this Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement) for the Phase 3 Condominiums. East Garrison is located within the Monterey County portion of Former Fort Ord; Monterey County serves as the land-use jurisdiction over this development project. A site plan for the proposed 7.22 acre 154 unit condominium project is provided as Attachment A. The project area is bounded by Sherman Boulevard, Ord Avenue and Sloat Street, and Ord Avenue within the already developed East Garrison 3 neighborhood.

The temporary irrigation areas are the 3.17 acre Bluff Greenway Trail open space located in East Garrison 3 and the 1.21 acre West Camp open space parcels located along West Camp St. in East Garrison Phase 2.

Discussion/Analysis: The Board of Directors is requested to approve this Infrastructure Agreement for the Phase 3 Condominium development project; the attached draft Infrastructure Agreement is based upon the most recent board-approved (March 2020) format used for all other development groups within the MCWD service area.

The water allocation that Monterey County has received from FORA is 720.0-AFY of potable water. Of that total, Monterey County has allocated 470.0-AFY of potable water to the East Garrison development (see Exhibit A of the draft Infrastructure Agreement).

The new infrastructure being transferred to the District will be constructed within the public right-of-way, public utility easements, or within easements provided to MCWD by the Developer. The specific infrastructure proposed for transfer includes PVC potable water pipelines, PVC gravity sewer pipelines, associated sewer manholes, water valves, fire-hydrants, and other water and sewer appurtenances. An Opinion of Probable Cost, which will assist in determining the magnitude of

the Payment and Performance bonding specified by this Infrastructure Agreement, has yet to be provided but will be provided as an initial step in the planning and design process.

Staff recommends that the MCWD Board approve entering into this Infrastructure Agreement with the developer. The bases of this recommendation are:

- Functionally, the Agreement remains one that is consistent with services provided by MCWD to any development needing to construct and turn-over ownership of water and sewer infrastructure to MCWD
- The Agreement makes clear that there is no cost to MCWD for the infrastructure contemplated by this Agreement which will be turned-over to MCWD to own and operate.
- The Developer will remain responsible for reimbursing MCWD for every labor hour and consultant/lawyer cost associated with meeting the terms and conditions of this Infrastructure Agreement.

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

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

Prior Committee or Board Action: None.

Financial Impact:   X   Yes        No      Funding Source/Recap: The developer will be eligible for a refund of up to approximately \$216,700 for the temporary irrigation from the Ord Water Capacity Fees.

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

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

Material Included for Information/Consideration: Resolution No. 2020-35; site plan; and, draft Infrastructure Agreement.

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

---

Board Action

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

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

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



June 15, 2020

Resolution No. 2020 - 35  
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 UCP East Garrison, LLC for the  
Phase 3 Condominiums Development Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 15, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, UCP East Garrison, LLC (“Developer”) has coordinated with the District on their Phase 3 Condominiums development project, consisting of new construction and related infrastructure, located within the County of Monterey portion of the Ord Community; and,

WHEREAS, the County of Monterey, acting as a land-use jurisdiction, has allocated a portion of its former Fort Ord water supply allocation for the Developer’s use in developing the East Garrison area in the Ord Community, and,

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to execute the Water and Sewer Infrastructure Agreement between MCWD and UCP East Garrison, LLC for the Phase 3 Condominiums development project and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 15, 2020, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_  
Noes: Directors \_\_\_\_\_  
Absent: Directors \_\_\_\_\_  
Abstained: Directors \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Derek Cray, Interim Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-35 adopted June 15, 2020.

\_\_\_\_\_  
Derek Cray, Interim Secretary



# MARINA COAST WATER DISTRICT

## Water, Sewer and Recycled Water Infrastructure Agreement

for

**Phase 3 Condominiums**

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE  
AGREEMENT

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DRAFT

# WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_ (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and **UCP East Garrison, LLC, a Delaware limited liability corporation** with its principal offices at **900 E. Hamilton Ave., Suite 500, Campbell CA 95008**, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement, is **Phase 3 Condominiums**.

## 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. “Contractor” means any contractor with which the Developer has a direct contractual relationship to perform any work under this Agreement.
- c. “County” means the **County of Monterey**/ and/or the appropriate Agency of Land Use Jurisdiction.
- d. “Development” means that certain property located within the Monterey County portion of the former Fort Ord 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 County/Land Use Jurisdiction for the Development as documented in Exhibit “A” and described in Exhibits “B” and “C”.
- i. “FORA” means Fort Ord Reuse Authority or successor agency.



1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that as a condition precedent for the performance of the District's obligations hereunder, Developer must provide proof to the satisfaction of the District that the County has approved the allocation of water capacity for the Development from the water and recycled water capacity allocated to the County by the Fort Ord Reuse Authority (FORA). The potable water allocation for the overall East Garrison development project INCLUDING Phase 3 Condominiums covered by this Agreement is 470 AFY. Notwithstanding, neither the County nor the District may approve water allocations that exceed the allocations set by FORA or other appropriate agency of land use jurisdiction.

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

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

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

## 2. Design and Construction Requirements

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

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



is discovered. A licensed civil engineer registered in the State of California shall prepare all plans and specifications for the Developer.

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

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

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

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

2.1.6 The Developer, on a phased basis, agrees to pay all fees and charges, including additional plan check fees and construction inspection fees as required by the District for the Development. These fees will be determined by the District at the time the fees are due

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

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

### 3. Temporary Irrigation

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

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

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

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

network's useful life shall be depicted.

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

3.2.5 Developer shall provide, within the design of the temporary irrigation network, a demolition design detail acceptable to MCWD as Exhibit B within this Agreement depicting the two 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 of the temporary irrigation network, and inspect the demolition and removal of the temporary irrigation network's connection. District's right to inspect does not in any way eliminate or supersede any inspection obligations by the State or local Land Use Jurisdiction.

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

3.5 Developer agrees to pay all costs-to-connect as a condition precedent to MCWD's obligation to install the meter required to serve water to the temporary irrigation network. Costs to connect for a temporary irrigation network include, but are not limited to, the meter installation fee (which includes the cost of the meter itself), a water permit fee, a backflow prevention program fee (all at the then-existing rates), and the payment of a special connection fee. These costs-to-connect are due prior the installation of water meters. The special connection fee shall be in the exact amount of the Water capacity charge that would otherwise be assessed to the identical permanent irrigation network with the magnitude of the special connection cost determined in identical fashion. The current Water capacity charges, as of January 1, 2020, for water services in the Ord Community service area is \$8,010 per EDU. District's Board of Directors reserves its right to review and revise these cost-to-connect fees and charges from time to time subject to applicable law and MCWD's approval procedures for such charges. Developer agrees to pay the costs-to-connect in effect at the time of providing services.

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

- By the end of the fourth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 75%.
- By the end of the fifth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 50%.
- By the end of the sixth-year since meter installation as determined in Section 3.5, then the special connection fee reimbursement to Developer shall be 25%.

If the temporary irrigation network remains in-service following the end of the sixth-year, then no reimbursement of special connection fees will be owed to the Developer and the temporary irrigation network may be removed (or not) at the discretion of Developer. The District will retain all special connection fees paid and will treat the so-called temporary irrigation network as a District approved, permanent irrigation connection. MCWD will pay to Developer any reimbursement due under this Section within sixty (60) days after the temporary irrigation network is removed.

3.7 The parties agree that Developer has already complied with the intent of this provision and has been providing temporary irrigation to the Bluff Greenway Trail open space in East Garrison Phase 3 and West Camp open space parcels in Phase 2 along West Camp St., as shown on Exhibit E. For purposes of determining the special connection fee reimbursement due to Developer, if any, the parties agree and acknowledge that meter installation for the current temporary irrigation service is September 27, 2018 for Bluff Greenway Trail and August 13, 2018 for West Camp St.

#### 4. Existing Water and Sewer Infrastructure/Annexation

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

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



thirty (30) days of written notice. The Developer shall indemnify and defend the District from all legal actions in relation to the annexation.

## 5. District to Serve Development

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

## 6. Capacity Charge

6.1 The current capacity charges, as of June 15, 2020 for water and sewer services are \$8,010 per EDU and \$3,322 per EDU, respectively. These charges are due prior the installation of water meters. The District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District's approval procedures for such charges. Developer agrees to pay the capacity charge in effect at the time of providing services.

## 7. Provision for Non-Potable Water Use

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

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

## 8. Licensed Contractor

8.1 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.

8.2 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.

## 9. Permits, Easements, and Related Costs

9.1 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.

## 10. Final Inspection and Reimbursement of District Costs

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

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

11.1 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.

## 12. As-Built Plans, Specifications, Values, Etc.

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

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

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

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

## 13. Indemnity, Insurance, and Sureties

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

#### 14. Transfer of System Facilities to District after Completion

14.1 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.

#### 15. Developer Assistance

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



## 16. Warranties

16.1 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.

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

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

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

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

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

17.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the facilities without the express written consent of the District. Such consent may not be unreasonably withheld. District may impose conditions or restrictions upon any consent to such prior service, such as posting a surety bond. District recognizes that the Development, and hence

the facilities, may be built, accepted and transferred in multiple phases. Notwithstanding any of the foregoing, Developer may use the facilities before they are accepted for fire protection and construction purposes in all phases, subject to satisfaction of applicable testing.

## 18. Performance

18.1 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.

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

## 19. Assignment

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

19.2 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.

## 20. Dispute Resolution Procedure

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

20.2 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.

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

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

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

20.4 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 \_\_\_\_\_

## 21. Waiver of Rights

21.1 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.

## 22. Notices

22.1 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:** UCP East Garrison, LLC  
**Attn: Nicholas Arenson, Division President**  
900 E. Hamilton Ave., Suite 500  
Campbell, CA 95008

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

## 23. Severability

23.1 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.

## 24. Paragraph Headings

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

## 25. Successors and Assignees

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

## 26. Integrated Agreement

26.1 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.

## 27. Negotiated Agreement

27.1 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.

## 28. Attorneys Fees

28.1 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.

28.2 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.

## 29. Exhibits

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

## 30. Disclaimer/Indemnity Regarding Public Works

30.1 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.

### 31. No Third Party Beneficiaries

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

### 32. Compliance with Laws

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

### 33. Counterparts

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

Signature Page

**By: DEVELOPER,**

\_\_\_\_\_  
Nicholas Arenson, Division President

**By MARINA COAST WATER DISTRICT**

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

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EXHIBIT A

WATER ALLOCATION DOCUMENTATION

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Resolution 2004-33  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving the Water Supply Assessment and  
Written Verification of Supply  
for the Proposed East Garrison Development Project

July 14, 2004

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), at a regularly scheduled meeting duly called and held on July 14, 2004 at the business office of the District, 11 Reservation Road, Marina, California as follows:

WHEREAS, the County of Monterey is required to produce a water supply assessment (Water Code section 10910 et. seq.) and written verification of supply (Government Code section 66473.7 (b)(1)) as part of the development approval process for the proposed East Garrison Development Project; and,

WHEREAS, the County of Monterey requested that the District, as the public water supplier for the area of development, analyze the available supplies and to produce the required assessment and written verification of supply; and,

WHEREAS, the District completed the requested draft water supply assessment and written verification of supply which concluded pursuant to Section 10910 (h) of the California Water Code that the District's water supplies are currently sufficient to meet the proposed water demands associated with the proposed East Garrison Development Project, in addition to other planned demands expected by the District throughout the build-out of developable land within its boundaries as described in the District's Urban Water Management Plan; and, pursuant to Section 66473.7 of the California Government Code, the District has a sufficient water supply available to serve the proposed development's needs, in addition to existing and planned future uses as anticipated in the District's Urban Water Management Plan during normal, single-dry and multiple dry years within a twenty-year projection; and,

WHEREAS, the District held public meetings on June 9 and July 14, 2004 to receive public comment on the draft water supply assessment and written verification of supply.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Marina Coast Water District does hereby approve the Water Supply Assessment and Written Verification of Supply for the proposed East Garrison Development Project.


PASSED AND ADOPTED on July 14, 2004, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors Brown, Nishi, O'Erien, Moore, Scholl

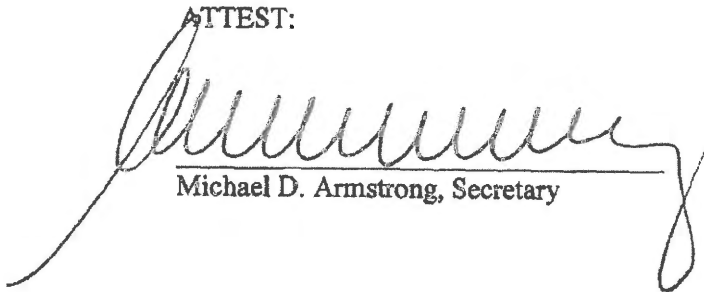
Noes: Directors None

Absent: Directors None

Abstained: Directors None

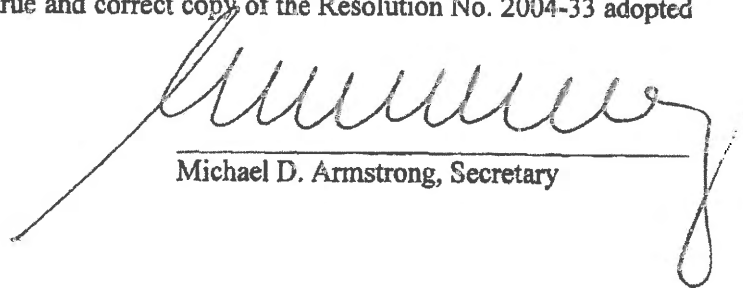
  
Charles H. Scholl, President

ATTEST:

  
Michael D. Armstrong, 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 the Resolution No. 2004-33 adopted July 14, 2004.

  
Michael D. Armstrong, Secretary

**Before the Board of Supervisors in and for the  
County of Monterey, State of California**

Resolution No. 05-268 )  
Resolution of the Monterey County )  
Board of Supervisors allocating 470 acre- )  
feet per year for the East Garrison )  
Combined Development Permit )  
(PLN030204) )

The East Garrison Specific Plan, Combined Development Permit, and related actions came on for public hearing on October 4, 2005. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Board of Supervisors hereby finds and decides as follows:

**I. FINDINGS**

- 1. FINDING:** East Garrison Partners I, LLC, applied on August 14, 2003 for approval of a Specific Plan and related entitlements to develop 244 acres of the East Garrison area as a mixed use community (PLN030204, East Garrison Partners), as described in the Fort Ord Reuse Plan ("Reuse Plan") and Monterey County General Plan ("General Plan"). The application proposed legislative and discretionary approvals including adoption of a Specific Plan, General Plan amendments, Zoning Ordinance Amendments, a Vesting Tentative Map, Use Permits for development on slopes over 30% and tree removal, water allocation, and a Development Agreement ("Project").

**EVIDENCE:** Administrative record. The application, plans, and support materials found in the project file (PLN030204).
- 2. FINDING:** The County analyzed the application for a Specific Plan and related entitlements for East Garrison on the former Fort Ord. A Specific Plan was prepared and circulated for public review on September 15, 2004.

**EVIDENCE:** Administrative record. The application, plans, and support materials found in the project file (PLN030204).
- 3. FINDING:** The Project is located within the former Fort Ord and is governed by the Fort Ord Reuse Plan as well as the Monterey County General Plan.

**EVIDENCE:** Administrative record. The application, plans, and support materials found in the project file (PLN030204).
- 4. FINDING:** The Fort Ord Reuse Plan, as adopted by the Fort Ord Reuse Authority on June 13, 1997, contains development policies and standards for the redevelopment of the former Fort Ord.

Page 1 of 5

Board of Supervisors, 10/04/2005  
Water Allocation  
East Garrison Specific Plan (PLN030204)

- EVIDENCE:** Administrative record, including *Fort Ord Reuse Plan*, Fort Ord Reuse Authority, 1997. The application, plans, and support materials found in the project file (PLN030204).
5. **FINDING:** The Reuse Plan limits development through its Development and Resource Management Plan, Section 3.11.5, due to infrastructure and resource constraints. One of the constraints is water supply.
- EVIDENCE:** Administrative record, including *Fort Ord Reuse Plan*, Fort Ord Reuse Authority, 1997. The application, plans, and support materials found in the project file (PLN030204).
6. **FINDING:** The Fort Ord Reuse Authority has allocated available water to various land use jurisdictions. Monterey County has been allocated 560 acre-feet per year of potable water to serve property within the unincorporated area that is also within the Fort Ord Reuse Plan planning area.
- EVIDENCE:** Administrative record. The application, plans, and support materials found in the project file (PLN030204).
- EVIDENCE:** FORA has allocated 560 acre-feet per year of water use for the County to implement the Development and Resource Management Plan. The original allocation of 545 acre-feet was amended by the FORA Board on October 9, 1998 to provide 560 acre-feet per year to the County. The County has reserved 52.5 acre-feet per year for MPC. The East Garrison Specific Plan area, at buildout, would require 470 acre-feet per year. The amount needed for both projects is 37.5 acre-feet below the allocation.
7. **FINDING:** The East Garrison area is served by the Marina Coast Water District ("MCWD").
- EVIDENCE:** Administrative record. The application, plans, and support materials found in the project file (PLN030204).
8. **FINDING:** Monterey County has complied with California Environmental Quality Act requirements (California Public Resources Code section 21000 et seq.) by preparing and certifying a Final Subsequent Environmental Impact Report (EIR No. 04-04, SCH2003081086) ("FEIR") for the Project.
- EVIDENCE:** Administrative record found in the project file (PLN030204).
9. **FINDING:** The FEIR prepared for the East Garrison Specific Plan Project included and analyzed the project's water use and determined whether potentially significant environmental effects would result from development of the Project.
- EVIDENCE:** Administrative record. The application, plans, and support materials found in the project file (PLN030204).

**EVIDENCE:** SEIR and Technical Appendices, including preparation of technical reports, and independent peer reviews of applicant-submitted technical reports.

**EVIDENCE:** *Water Supply Assessment and Written Verification of Supply, East Garrison Specific Plan Development*, by Byron Buck & Associates, dated June 3, 2004. The Water Supply Assessment was adopted by the MCWD Board on July 14, 2004.

**10. FINDING:** In connection with preparation of the FEIR, on May 16, 2003, the County requested that the Marina Coast Water District prepare a Water Supply Assessment and Written Verification of Supply ("WSA") for normal, single dry, and multiple dry water years, in compliance with Water Code Sections 10910 and 10912 and Government Code Sections 65867.5 and 66473.7, to evaluate and determine whether sufficient potable water will be available to serve Project water demand.

**EVIDENCE:** Administrative record and correspondence found in the project file (PLN030204).

**11. FINDING:** MCWD, in response to the County's request, prepared the WSA, dated June 3, 2004, attached hereto as Exhibit 1, which document was approved by the MCWD's governing body in accordance with Water Code Section 10910(g)(1) following a public hearing held on July 14, 2004 (MCWD Resolution No. 2004-33).

**EVIDENCE:** The application, plans, and support materials found in the project file (PLN030204).

**EVIDENCE:** *Water Supply Assessment and Written Verification of Supply, East Garrison Specific Plan Development*, by Byron Buck & Associates, dated June 3, 2004. The Water Supply Assessment was adopted by the MCWD Board on July 14, 2004.

**12. FINDING:** On November 17, 2004 and July 13, 2005, the Monterey County Planning Commission held duly noticed public hearings to consider and make recommendations to the Board of Supervisors regarding certification of the FEIR, the proposed General Plan amendments, the proposed East Garrison Specific Plan, proposed related amendments to the County's zoning ordinance, the proposed Combined Development Permit, water allocation, and a proposed ordinance approving a development agreement. At least 10 days before the public hearing, notices of the hearing before the Planning Commission were published in both the Monterey County Herald and the Salinas Californian and were also posted on and near the property and mailed to property owners within 300 feet of the subject property as well as interested parties.

**EVIDENCE:** Administrative record. Materials found in the project file (PLN030204).

- 13. FINDING:** Prior to making the recommendation on the water allocation, the Planning Commission recommended certification of the FEIR.
- EVIDENCE:** Administrative record, including CEQA resolution adopted by Planning Commission on July 13, 2005.
- 14. FINDING:** On October 4, 2005, the Monterey County Board of Supervisors held a duly noticed public hearing to consider certification of the FEIR, approval of the proposed General Plan amendments, the proposed East Garrison Specific Plan, proposed related amendments to the County's zoning ordinance, the proposed Combined Development Permit, the allocation of potable water for the Combined Development Permit, and a proposed ordinance approving a development agreement. At least 10 days before the public hearing, notices of the hearing before the Board of Supervisors were published in both the Monterey County Herald and the Salinas Californian and were also posted on and near the property and mailed to property owners within 300 feet of the subject property as well as interested parties.
- EVIDENCE:** Administrative record. The application, plans, and support materials found in the project file (PLN030204).
- 15. FINDING:** Prior to allocating water for the Combined Development Permit, the Board of Supervisors certified the FEIR.
- EVIDENCE:** Administrative record, including Board of Supervisors resolutions found in the project file (PLN030204).
- 16. FINDING:** Projected water supplies will be sufficient to satisfy the demands of the Water District, including the East Garrison Project, in addition to existing and planned future uses, for normal, single dry, and multiple dry water years.
- EVIDENCE:** *Water Supply Assessment and Written Verification of Supply, Proposed East Garrison Specific Plan Development (WSA)*, prepared by Byron Buck & Associates, dated June 3, 2004.
- EVIDENCE:** Marina Coast Water District Resolution No. 2004-33 adopting the WSA.
- EVIDENCE:** *East Garrison Specific Plan, Draft Subsequent Environmental Impact Report*, Section 4.11.6.

## II. DECISION

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors hereby allocates 470 acre-feet per year for the sole and exclusive purpose of supplying water to the East Garrison project as approved by the Combined Development Permit and as outlined in the attached *Water Supply Assessment and Written Verification of Supply, Proposed East Garrison Specific Plan Development* (Exhibit 1).

Page 4 of 5

Board of Supervisors, 10/04/2005  
Water Allocation  
East Garrison Specific Plan (PLN030204)

**BE IT FURTHER RESOLVED** that water is allocated as required and at a pace commensurate with actual construction, as described in the Water Supply Assessment and as approved in the conditions of approval and, in the event that East Garrison Partners I, LLC does not complete the project, which design and construction timing is described in the Disposition and Development Agreement between the Redevelopment Agency of Monterey County and East Garrison Partners I, LLC, so much of the allocation of the 470 acre-feet per year as is attributed to the unbuilt portion of the project shall revert to the County.

**PASSED AND ADOPTED** on this 4<sup>th</sup> day of October, 2005, upon motion of Supervisor Smith, seconded by Supervisor Potter, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Lindley, Potter, and Smith  
NOES: None  
ABSENT: None

I, Lew Bauman, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book 72, on October 4, 2005.

Dated: October 13, 2005

Lew Bauman, Clerk of the Board of Supervisors,  
County of Monterey, State of California.

By   
Cynthia Juarez, Deputy



**EXHIBIT B**

**LEGAL DESCRIPTION**

DRAFT

Being all of Parcel M3.5, as said Parcel is shown and so designated on the map of Tract No. 1532, East Garrison Phase Three, recorded December 26, 2017, in Volume 24 of Cities and Towns, Page 54, in the office of the county recorder of Monterey County.

**EXHIBIT C**

**MAP OF DEVELOPMENT**

DRAFT



## EXHIBIT D

### INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

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

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

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

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

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

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

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

c. Any claims (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any indemnitee may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations to the Developer for work to be performed under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, expert fees, and court costs, incurred by an indemnitee in any lawsuit to which the indemnitee is a party.

d. Contractor acknowledges and understands that the area in and around which the work will be performed has been identified as a possible location of munitions and explosives of concern ("MEC"). All indemnification obligations of Contractor under this Agreement shall specifically include any claim involving, arising out of or related to MEC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Marina Coast Water District



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

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

DRAFT

**EXHIBIT E**

**MAP OF TEMPORARY IRRIGATION**

DRAFT




DRAFT

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 12-C

Meeting Date: June 15, 2020

Prepared By: Don Wilcox

Approved By: Derek Cray 

Reviewed By: Michael Wegley

Agenda Title: Consider Adoption of Resolution No. 2020-36 to Award a Construction Contract to Monterey Peninsula Engineering for the Regional Urban Water Augmentation Project - Recycled Water Distribution Pipelines, and Concurrently Approving Construction Contract Change Order #1

Staff Recommendation: The Board of Directors is requested to adopt Resolution No. 2020-36 in order to:

1. Award a Construction Contract to Monterey Peninsula Engineers (MPE) for the Regional Urban Water Augmentation Project (RUWAP) - Recycled Water Distribution Pipelines in the amount of \$9,590,878, which Notice to Award is subject to and effective upon receiving Clean Water State Revolving Fund (CWSRF) construction eligibility authorization satisfactory to the General Manager; and,
2. Approve Change Order No. 1 to the Construction Contract with MPE for the Regional Urban Water Augmentation Project - Recycled Water Distribution Pipelines in the deductive amount of (\$769,213) for a net contract approval amount of \$8,821,665; and,
3. Authorization of 10% construction contingency in the amount of \$882,167 for a total construction authorization not-to-exceed amount of \$9,703,832.
4. Authorize the General Manager to issue a Notice of Award and to execute the Construction Contract and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

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

The recycled water component of the Regional Urban Water Augmentation Project (RUWAP) consists of construction of recycled water distribution pipelines to provide recycled water from the Monterey One Water (MIW) Advanced Water Treatment Plant (AWTP) to urban users in the MCWD service area and former Fort Ord which include the Cities of Marina, Seaside, Del Rey Oaks, the County of Monterey and California State University Monterey Bay (CSUMB).

On May 11, 2010, the Board awarded a contract under Resolution No. 2010-26 to Carollo Engineers for Final Design and Bidding Services for Recycled Water Pipelines, the Blackhorse Reservoir and On-Call Services for the RUWAP.

On April 16, 2016, MCWD adopted the MCWD RUWAP Environmental Impact Report (EIR) for the construction of the transmission pipeline and related facilities, including the distribution

pipelines, to deliver advanced treated water from M1W's AWTP to the Seaside Groundwater Basin (SGB) for the Pure Water Monterey (PWM) Groundwater Replenishment Project (GRP) and to MCWD's irrigation customers for the RUWAP Project.

On July 17, 2017, the Board awarded a Construction Contract to Mountain Cascade, Inc. for the RUWAP Recycled Water Transmission Pipeline and Blackhorse Recycled Water Reservoir. That project was completed and on September 16, 2019, the Board of Directors adopted Resolution No. 2019-61 authorizing a Notice of Completion for that phase of the RUWAP.

The completed transmission main and reservoir project was the first phase of construction to build the District's recycled water system pipeline network, and is currently being used to deliver advanced treated water from M1W's AWTP to the SGB for the PWM GRP.

Distribution lines for several subdivisions and commercial developments built within approximately the last 15 years are pre-plumbed for recycled water irrigation in public areas. The next phase of the RUWAP is to construct recycled water distribution mains branching off the completed transmission main to connect the various recycled water irrigation systems already constructed within the District.

Attachment 1 is an overall Recycled Water Project Alignment Map. The RUWAP distribution pipelines project includes: construction of approximately 5 miles of 8-inch diameter to 16-inch diameter ductile iron and polyvinyl chloride recycled water in paved and non-paved roadways and easements connecting to existing pipelines; pipeline valves and appurtenances; a guided auger bore trenchless roadway crossing; twelve pressure reducing stations; and roadway paving for a complete in-place operational system. Three potable water pipelines were also included in the project.

The District has an active financing application for a Clean Water State Revolving Fund (CWSRF) loan with the State Water Resources Control Board (SWRCB) to fully fund the Recycled Water portion of the project. Funding for the Marina Water and Ord Water potable water pipelines is described below.

Discussion/Analysis: On January 29, 2020, the District Board of Directors directed staff to receive construction bids for the RUWAP Distribution Pipelines. The project was advertised for bids on February 5 & 8, 2020 in both the Monterey Herald and Salinas Californian, and bid documents made available on the District website and at the Central Coast Builder's Exchange. A Pre-Bid Conference was held on February 19, 2020 for prospective bidders to hear a project presentation and ask questions about the project.

On May 27, 2020, District staff conducted a Zoom Meeting bid opening for the "Regional Urban Water Augmentation Project - Distribution Pipelines". The District received four bids for this project summarized in the attached bid tabulation (Attachment 2). The lowest bid received was from Monterey Peninsula Engineering \$9,590,878.00 and their bid is considered responsive and responsible. The three other bids received were from: Anderson Pacific - \$9,752,423.00; Ranger Pipelines - \$11,797,162.60; and Mountain Cascade - \$11,974,951.80. Based on the completed plans and specifications by Carollo Engineers, Inc. the Engineers Estimate for construction was \$10,200,000 and the average of all bids received was \$10,778,854. The lowest bid is 11 percent lower than the average of all bids received and 6% lower than the estimate. Staff has reviewed the bid materials submitted by MPE and checked references and recommends proceeding with MPE for award of this project.

This project consists primarily of recycled water pipelines but also includes three adjacent potable water pipelines that are also in the District's Capital Improvement Program. These three potable water pipelines were included in this project to minimize the number of street closures and to realize cost savings associated with constructing side by side projects at the same time as opposed to constructing them as two separate projects. Two of the potable pipeline projects, Beach Road and Crescent Avenue, are in the Marina Water service area and the third potable water pipeline, Imjin Parkway, is in the Ord Water service area. The project was bid with separate line items for each of the three cost center components of the overall project.

To ensure funding is used as intended, this project is divided up by three cost centers. The Recycled Water portion of the project amounts to 81.56% of the project, the Marina Water portion was 9.47% and the Ord Water portion is 8.97%.

Funding is adequate for the recycled portion; however, all bids came in higher than the budgeted amount for the potable water lines. The low bid was lower than our estimate (although higher than our budgeted amount) for the potable water portions, so staff is not recommending a rebid.

As the Imjin potable water line is a high priority project that needs to be constructed prior to the City of Marina's Imjin Parkway Widening Project, staff has adjusted the Five-Year CIP deferring the starting year for two projects in the Ord Water budget as necessary to fully fund the Imjin Parkway potable water line component of this project in FY 2020-2021. The two projects to be deferred are: OW-230 – Wellfield Main 2B-Well 31 to Well 34 project to be moved from FY 2020-2021 to FY 2022-2023; and OW-127 – CSUMB Pipeline Up-sizing-Commercial Fire flow project to be moved from FY 2020-2021 to FY 2023-2024.

Unfortunately, the approach of deferring projects to future years to gain additional funding in FY 2020-2021 is not available for the Marina Water funded portion of the project. Therefore, staff has discussed with the low bidder the need to remove the Beach Road potable water pipeline from the project so that adequate funding is available for the higher priority Crescent Avenue component of this project. This will allow for the complete recycled water project, the Crescent Avenue potable water line and the Imjin Blvd potable water line to be constructed in FY 2020-2021. The low bidder, MPE, is in full agreement with the District to remove/deduct the Beach Road potable water pipeline and has signed the attached deductive change order to that effect.

Staff recommends authorizing the General Manager to issue a Notice of Award and to execute a construction contract and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution for the Regional Urban Water Augmentation Project Distribution Pipelines, which Notice to Award is subject to and effective upon receiving Clean Water State Revolving Fund (CWSRF) construction eligibility authorization satisfactory to the General Manager. The construction contract is with Monterey Peninsula Engineering in the amount of \$9,590,878, with concurrent approval of a deductive change order in the amount of \$769,213 for a net contract total amount of \$8,821,665. Staff also recommends Board authorization of 10% construction contingency in the amount of \$882,167 for a total authorization not-to-exceed amount of \$9,703,832.

Environmental Review Compliance: Environmental Impact Report meets both California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) requirements.





June 15, 2020

Resolution No. 2020-36  
Resolution of the Board of Directors  
Marina Coast Water District  
Authorizing a Construction Contract with Monterey Peninsula Engineering for the  
Regional Urban Water Augmentation Project Distribution Pipelines

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 15, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, in 2002, MCWD, in cooperation with FORA, initiated the Regional Urban Water Augmentation Project (RUWAP) to explore water supply alternatives to provide an additional 2,400 AFY of water supply needed under the 1997 Fort Ord Base Reuse Plan and its accompanying EIR; and,

WHEREAS, on May 11, 2010, the Board awarded a contract under Resolution No. 2010-26 to Carollo Engineers for Final Design and Bidding Services for Recycled Water Pipelines, the Blackhorse Reservoir and On-Call Services for the RUWAP; and,

WHEREAS, in April 2016, the District Board of Directors certified the Environmental Impact Report (“EIR”) for the RUWAP; and,

WHEREAS, on July 17, 2017, the Board awarded a Construction Contract to Mountain Cascade, Inc. for the RUWAP Recycled Water Transmission Pipeline and Blackhorse Recycled Water Reservoir phase of the RUWAP; and,

WHEREAS, in 2019, the District adopted Resolution No. 2019-61 authorizing a Notice of Completion for the RUWAP Regional Urban Water Augmentation Project Recycled Water Pipeline and Blackhorse Recycled Water Reservoir phase of the RUWAP; and,

WHEREAS, on January 29, 2020, the District Board of Directors directed staff to receive construction re-bids for the RUWAP Distribution Pipelines phase of the RUWAP; and,

WHEREAS, the RUWAP distribution pipeline will be installed in three areas where current potable water line replacements are scheduled in the District’s Capital Improvement Plan; and,

WHEREAS, the replacement of the potable water lines was added to the project as a separate bid item; and,

WHEREAS, on May 27, 2020, District staff conducted a Zoom meeting bid opening for the “Regional Urban Water Augmentation Project - Distribution Pipelines” and the lowest responsible bid to provide construction services was from Monterey Peninsula Engineering in the amount of \$9,590,878.00; and,

WHEREAS, the line item amount for the Beach Road Potable Pipeline Replacement was over the District’s budget; and,

WHEREAS, Monterey Peninsula Engineering has signed deductive change order No. 1 in the amount of \$769,213 to remove the Beach Road potable water pipeline from the project resulting in adequate funding available for the potable water components of this project; and,

WHEREAS, the District has an active application for financing the recycled water portion of this project up to \$11,439,582 through a Clean Water State Revolving Fund (CWSRF) Loan for RUWAP with the State Water Resources Control Board (SWRCB) pending construction eligibility authorization which is expected to be received in July 2020; and,

WHEREAS, the District has adequate funding for the potable water lines portions of this project in the Marina Water and Ord Water cost centers.

NOW, THEREFORE, BE IT RESOLVED, The Board of Directors of the Marina Coast Water District hereby finds and approves the following to be in the best interest of the District:

1. Award a Construction Contract to Monterey Peninsula Engineering for the Regional Urban Water Augmentation Project – Recycled Water Distribution Pipelines in the not-to-exceed amount of \$9,950,878, which Notice to Award is subject to and effective upon receiving Clean Water State Revolving Fund construction eligibility authorization satisfactory to the General Manager; and,
2. Approve Change Order No. 1 to the Construction Contract with Monterey Peninsula Engineers for the Regional Urban Water Augmentation Project - Recycled Water Distribution Pipelines in the deductive amount of (\$769,213), for a net contract amount of \$8,821,665.
3. Authorization of 10% construction contingency in the amount of \$882,167 for a total construction authorization not-to-exceed amount of \$9,703,832.
4. Authorize the General Manager to issue a Notice of Award and to execute the Construction Contract and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 15, 2020 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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

ATTEST:

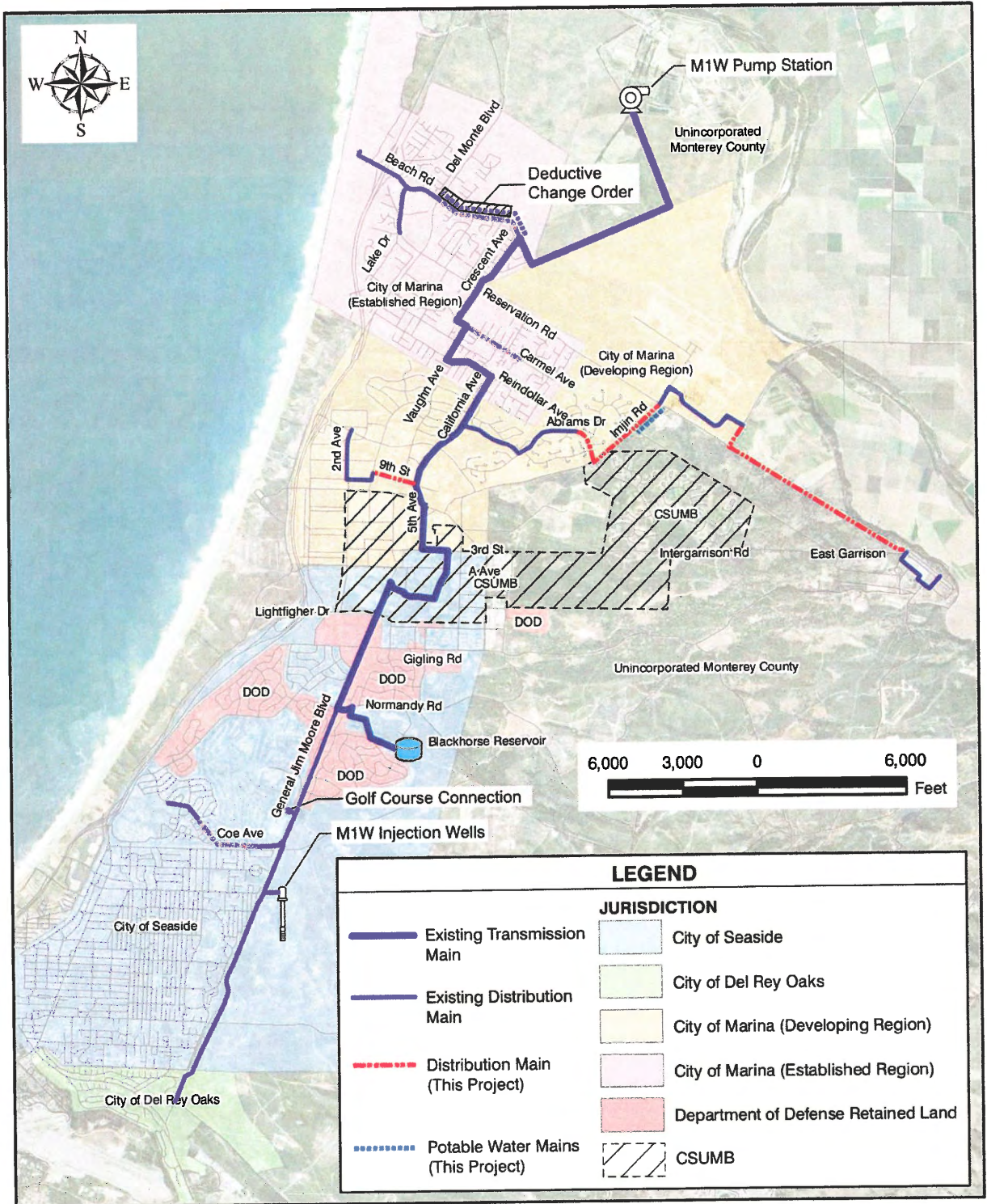
\_\_\_\_\_  
Derek Cray, Interim Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-36 adopted on June 15, 2020.

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Derek Cray, Interim Secretary



**Figure 1**  
**RECYCLED WATER PROJECT ALIGNMENT**  
**MARINA COAST WATER DISTRICT**

**MARINA COAST WATER DISTRICT**  
Regional Urban Water Augmentation Project - Recycled Water Distribution Pipelines  
CIP RW-0174

BID OPENING: 2 PM, April 27, 2020  
LOCATION: 11 RESERVATION ROAD MARINA, CA 93933

Bidder 3

BID SUMMARY				Bidder 1		Bidder 2				Bidder 4		Average	
SCHEDULE OF BID ITEMS				Monterey Peninsula Engineering		Ranger Pipelines, Inc.		Anderson Pacific		Mountain Cascade, Inc.		Bid	
Bid Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization and Demobilization (Shall not exceed 5% of Total of All Unit Price Bid Items)	LS	1	\$130,000	\$130,000	\$450,000	\$450,000	\$391,000	\$391,000	\$300,000	\$300,000	\$317,750	\$317,750
2	Sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation, pursuant to California Labor Code §6707 and Section 02260.	LS	1	\$5,000	\$5,000	\$350,000	\$350,000	\$100,000	\$100,000	\$150,000	\$150,000	\$151,250	\$151,250
3	Stormwater Pollution Prevention	LS	1	\$30,000	\$30,000	\$24,000	\$24,000	\$20,000	\$20,000	\$80,000	\$80,000	\$38,500	\$38,500
4	Traffic Management	LS	1	\$300,000	\$300,000	\$280,000	\$280,000	\$265,000	\$265,000	\$90,000	\$90,000	\$233,750	\$233,750
5	Locating and Verifying Concealed existing Utilities per Section 01350	LS	1	\$150,000	\$150,000	\$50,000	\$50,000	\$130,000	\$130,000	\$200,000	\$200,000	\$132,500	\$132,500
6	Blow-off Assemblies	EA	25	\$13,500	\$337,500	\$7,500	\$187,500	\$12,000	\$300,000	\$14,000	\$350,000	\$11,750	\$293,750
7	Combination Air/Vacuum Valves	EA	24	\$6,500	\$156,000	\$5,000	\$120,000	\$9,000	\$216,000	\$7,500	\$180,000	\$7,000	\$168,000
8	8" Isolation Valves (Gate)	EA	17	\$2,800	\$47,600	\$1,350	\$22,950	\$2,500	\$42,500	\$2,200	\$37,400	\$2,213	\$37,613
9	12" Isolation Valves (Gate)	EA	14	\$4,000	\$56,000	\$2,600	\$36,400	\$4,000	\$56,000	\$3,600	\$50,400	\$3,550	\$49,700
10	Beach Road: 8-inch Pipeline (Ductile Iron)	LF	164	\$275	\$45,100	\$225	\$36,900	\$240	\$39,360	\$194	\$31,816	\$234	\$38,294
11	Beach Road: Pressure Reducing Station	LS	1	\$72,000	\$72,000	\$75,000	\$75,000	\$70,000	\$70,000	\$70,000	\$70,000	\$71,750	\$71,750
12	Beach Road: 8-inch Pipeline (PVC)	LF	3,790	\$175	\$663,250	\$270	\$1,023,300	\$150	\$568,500	\$240	\$909,600	\$209	\$791,163
13	Beach Road: Slurry Seal	SY	11,273	\$3.00	\$33,819.00	\$2.90	\$32,691.70	\$2.50	\$28,182.50	\$2.60	\$29,309.80	\$3	\$31,001

Bidder 3

BID SUMMARY				Bidder 1		Bidder 2				Bidder 4		Average	
SCHEDULE OF BID ITEMS				Monterey Peninsula Engineering		Ranger Pipelines, Inc.		Anderson Pacific		Mountain Cascade, Inc.		Bid	
Bid Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
14	Beach Road: Pavement Striping	LS	1	\$7,500	\$7,500	\$9,200	\$9,200	\$9,500	\$9,500	\$18,000	\$18,000	\$11,050	\$11,050
15	Potable Water Pipeline: Beach Road from Del Monte Blvd to De Forest Rd	LF	2,748	\$230	\$632,040	\$240	\$659,520	\$215	\$590,820	\$320	\$879,360	\$251	\$690,435
16	Potable Water Pipeline: Beach Road Blow-off Assemblies	EA	4	\$13,500	\$54,000	\$7,500	\$30,000	\$12,000	\$48,000	\$18,000	\$72,000	\$12,750	\$51,000
17	Potable Water Pipeline: Beach Road Combination Air/Vacuum Valves	EA	4	\$6,000	\$24,000	\$5,000	\$20,000	\$9,000	\$36,000	\$8,500	\$34,000	\$7,125	\$28,500
18	Potable Water Pipeline: Beach Road 12" Isolation Valves (Gate)	EA	5	\$4,500	\$22,500	\$2,600	\$13,000	\$4,000	\$20,000	\$4,000	\$20,000	\$3,775	\$18,875
19	Potable Water Pipeline: From Reservoir 2 to Crescent Ave	LF	518	\$180	\$93,240	\$220	\$113,960	\$150	\$77,700	\$200	\$103,600	\$188	\$97,125
20	Potable Water Pipeline: Reservoir 2 to Crescent Ave Blow-off Assemblies	EA	1	\$12,500	\$12,500	\$7,500	\$7,500	\$12,000	\$12,000	\$9,000	\$9,000	\$10,250	\$10,250
21	Potable Water Pipeline: Reservoir 2 to Crescent Ave Combination Air/Vacuum Valves	EA	1	\$6,500	\$6,500	\$5,000	\$5,000	\$9,000	\$9,000	\$6,000	\$6,000	\$6,625	\$6,625
22	Potable Water Pipeline: Reservoir 2 to Crescent Ave 12" Isolation Valves (Gate)	EA	4	\$4,000	\$16,000	\$2,600	\$10,400	\$4,000	\$16,000	\$4,000	\$16,000	\$3,650	\$14,600
23	Carmel Avenue: 8-inch Pipeline (Ductile Iron)	LF	120	\$272	\$32,640	\$335	\$40,200	\$350	\$42,000	\$350	\$42,000	\$327	\$39,210
24	Carmel Avenue: Pressure Reducing Station	LS	1	\$130,000	\$130,000	\$160,000	\$160,000	\$140,000	\$140,000	\$178,000	\$178,000	\$152,000	\$152,000
25	Carmel Avenue: 8-inch Pipeline (PVC)	LF	2,615	\$215	\$562,225	\$270	\$706,050	\$170	\$444,550	\$278	\$726,970	\$233	\$609,949
26	Carmel Avenue: Slurry Seal	SY	13,753	\$3.00	\$41,259.00	\$2.90	\$39,883.70	\$2.50	\$34,382.50	\$2.60	\$35,757.80	\$3	\$37,821
27	Carmel Avenue: Pavement Striping	LS	1	\$21,000	\$21,000	\$26,695	\$26,695	\$27,000	\$27,000	\$35,000	\$35,000	\$27,424	\$27,424
28	Marina Heights Drive: 16-inch Pipeline (Ductile Iron)	LF	240	\$465	\$111,600	\$650	\$156,000	\$420	\$100,800	\$600	\$144,000	\$534	\$128,100
29	Marina Heights Drive: Pressure Reducing Station	LS	1	\$210,000	\$210,000	\$220,000	\$220,000	\$235,000	\$235,000	\$240,000	\$240,000	\$226,250	\$226,250
30	Marina Heights Drive: Slurry Seal	SY	553	\$5.00	\$2,765.00	\$2.90	\$1,603.70	\$5	\$2,765	\$5.00	\$2,765.00	\$4	\$2,475

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Bidder 3

BID SUMMARY				Bidder 1		Bidder 2				Bidder 4		Average	
SCHEDULE OF BID ITEMS				Monterey Peninsula Engineering		Ranger Pipelines, Inc.		Anderson Pacific		Mountain Cascade, Inc.		Bid	
Bid Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
31	Marina Heights Drive: Pavement Striping	LS	1	\$1,500	\$1,500	\$225	\$225	\$250	\$250	\$200	\$200	\$544	\$544
32	Abrams Drive & Imjin Parkway: 12-inch Pipeline (DIP)	LF	4,563	\$265	\$1,209,195	\$315	\$1,437,345	\$250	\$1,140,750	\$275	\$1,254,825	\$276	\$1,260,529
33	Abrams Drive North of Imjin Parkway: Slurry Seal	SY	4,469	\$3.00	\$13,407.00	\$2.90	\$12,960.10	\$3	\$13,407	\$2.60	\$11,619.40	\$3	\$12,848
34	Abrams Drive North of Imjin Parkway: Pavement Striping	LS	1	\$4,500	\$4,500	\$3,840	\$3,840	\$4,000	\$4,000	\$5,000	\$5,000	\$4,335	\$4,335
35	Potable Water Pipeline: Imjin Parkway: 12-inch Pipeline	LF	2,768	\$260	\$719,680	\$270	\$747,360	\$260	\$719,680	\$275	\$761,200	\$266	\$736,980
36	Potable Water Pipeline: Imjin Parkway Blow-off Assemblies	EA	3	\$15,000	\$45,000	\$7,500	\$22,500	\$15,000	\$45,000	\$14,000	\$42,000	\$12,875	\$38,625
37	Potable Water Pipeline: Imjin Parkway Combination Air/Vacuum Valves	EA	3	\$7,000	\$21,000	\$5,500	\$16,500	\$9,000	\$27,000	\$6,000	\$18,000	\$6,875	\$20,625
38	Potable Water Pipeline: Imjin Parkway 12-inch Isolation Valves (Gate)	EA	6	\$4,000	\$24,000	\$2,600	\$15,600	\$4,000	\$24,000	\$3,400	\$20,400	\$3,500	\$21,000
39	Pressure Test and Disinfect Existing Pipeline in UCMBEST Property	LF	1	\$32,000	\$32,000	\$20,000	\$20,000	\$25,000	\$25,000	\$15,000	\$15,000	\$23,000	\$23,000
40	Blanco Road: 12-inch Pipeline (PVC)	LF	584	\$195	\$113,880	\$190	\$110,960	\$140	\$81,760	\$140	\$81,760	\$166	\$97,090
41	Allowance for sensitive plant species restoration on Blanco Road	ALW	1	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
42	Blanco Road: Launching Shaft for Guided Auger Boring Installation	LS	1	\$30,000	\$30,000	\$180,000	\$180,000	\$50,000	\$50,000	\$103,000	\$103,000	\$90,750	\$90,750
43	Blanco Road: Guided Auger Boring Casing Pipeline Installation	LF	418	\$165	\$68,970	\$500	\$209,000	\$650	\$271,700	\$850	\$355,300	\$541	\$226,243
44	Blanco Road: Guided Auger Boring Carrier Pipeline Installation	LF	418	\$570	\$238,260	\$135	\$56,430	\$120	\$50,160	\$160	\$66,880	\$246	\$102,933
45	Reservation Road: Receiving Shaft for Guided Auger Boring Installation	LS	1	\$17,000	\$17,000	\$150,000	\$150,000	\$35,000	\$35,000	\$95,000	\$95,000	\$74,250	\$74,250
46	Reservation Road: 12-inch Pipeline (PVC)	LF	5,163	\$165	\$851,895	\$260	\$1,342,380	\$160	\$826,080	\$275	\$1,419,825	\$215	\$1,110,045
47	Reservation Road: 2-inch Grind and Inlay	SY	8,402	\$20	\$168,040	\$35	\$294,070	\$30	\$252,060	\$35	\$294,070	\$30	\$252,060
48	Reservation Road: Pavement Striping	LS	1	\$15,000.00	\$15,000.00	\$16,600	\$16,600	\$17,000	\$17,000	\$11,000.00	\$11,000.00	\$14,900	\$14,900

155

Bidder 3

BID SUMMARY				Bidder 1		Bidder 2				Bidder 4		Average	
SCHEDULE OF BID ITEMS				Monterey Peninsula Engineering		Ranger Pipelines, Inc.		Anderson Pacific		Mountain Cascade, Inc.		Bid	
Bid Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
49	9th Street: 8-inch Pipeline (Ductile Iron)	LF	78	\$325	\$25,350	\$250	\$19,500	\$325	\$25,350	\$645	\$50,310	\$386	\$30,128
50	9th Street: Pressure Reducing Station	LS	1	\$140,000	\$140,000	\$150,000	\$150,000	\$145,000	\$145,000	\$150,000	\$150,000	\$146,250	\$146,250
51	9th Street: 8-inch Pipeline (PVC)	LF	975	\$190	\$185,250	\$325	\$316,875	\$180	\$175,500	\$271	\$264,225	\$242	\$235,463
52	9th Street: Slurry Seal	SY	3,136	\$3	\$9,408	\$2.90	\$9,094.40	\$3	\$9,408	\$2.30	\$7,212.80	\$3	\$8,781
53	9th Street: Pavement Striping	LS	1	\$2,000	\$2,000	\$480	\$480	\$500	\$500	\$500.00	\$500.00	\$870	\$870
54	Coe Avenue: 8-inch Pipeline (Ductile Iron)	LF	2,043	\$200	\$408,600	\$225	\$459,675	\$170	\$347,310	\$240	\$490,320	\$209	\$426,476
55	Coe Avenue: Pressure Reducing Station	LS	1	\$155,000	\$155,000	\$160,000	\$160,000	\$155,000	\$155,000	\$166,000	\$166,000	\$159,000	\$159,000
56	Coe Avenue: 8-inch Pipeline (PVC)	LF	1,127	\$175	\$197,225	\$250	\$281,750	\$150	\$169,050	\$270	\$304,290	\$211	\$238,079
57	Coe Avenue: Slurry Seal	SY	12,560	\$3	\$37,680	\$2.90	\$36,424	\$2.50	\$31,400	\$2.60	\$32,656.00	\$3	\$34,540
58	Coe Avenue: Pavement Striping	LS	1	\$15,000	\$15,000	\$19,830	\$19,830	\$20,000	\$20,000	\$26,000	\$26,000	\$20,208	\$20,208
59	Patton Parkway Turnout: Pressure Reducing Station	LS	1	\$40,000	\$40,000	\$50,000	\$50,000	\$25,000	\$25,000	\$37,000	\$37,000	\$38,000	\$38,000
60	5th Street Turnout: Pressure Reducing Station	LS	1	\$80,000	\$80,000	\$75,000	\$75,000	\$75,000	\$75,000	\$80,000	\$80,000	\$77,500	\$77,500
61	5th Street Turnout (2): Pressure Reducing Station	LS	1	\$80,000	\$80,000	\$75,000	\$75,000	\$75,000	\$75,000	\$90,000	\$90,000	\$80,000	\$80,000
62	5th Street Turnout (3): Pressure Reducing Station	LS	1	\$80,000	\$80,000	\$75,000	\$75,000	\$75,000	\$75,000	\$80,000	\$80,000	\$77,500	\$77,500
63	Engineer Lane Turnout: Pressure Reducing Station	LS	1	\$80,000	\$80,000	\$75,000	\$75,000	\$75,000	\$75,000	\$85,000	\$85,000	\$78,750	\$78,750
64	General Jim Moore Boulevard (GJMB) Turnout: Pressure Reducing Station	LS	1	\$80,000	\$80,000	\$75,000	\$75,000	\$80,000	\$80,000	\$90,000	\$90,000	\$81,250	\$81,250
65	GJMB Golf Course Turnout: Pressure Reducing Station	LS	1	\$160,000	\$160,000	\$150,000	\$150,000	\$180,000	\$180,000	\$169,000	\$169,000	\$164,750	\$164,750
66	Reimbursement Allowance for City of Marina Encroachment Permit Fee	ALW	1	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000



Bidder 3

BID SUMMARY				Bidder 1		Bidder 2				Bidder 4		Average	
SCHEDULE OF BID ITEMS				Monterey Peninsula Engineering		Ranger Pipelines, Inc.		Anderson Pacific		Mountain Cascade, Inc.		Bid	
Bid Item	Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
67	Reimbursement Allowance for Monterey County Encroachment Permit Fee	ALW	1	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
68	Reimbursement Allowance for City of Seaside Encroachment Permit Fee	ALW	1	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
69	Reimbursement Allowance for Business Licenses from Cities and County	ALW	1	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
70	Potential Installation of 1-inch Service per Detail W-1	EA	2	\$4,000	\$8,000	\$5,500	\$11,000	\$5,000	\$10,000	\$1,000	\$2,000	\$3,875	\$7,750
71	Potential Installation of 4-inch Service	EA	2	\$9,000	\$18,000	\$7,000	\$14,000	\$12,000	\$24,000	\$6,690	\$13,380	\$8,673	\$17,345
72	Contingency Allowance for Unknown Utility Conflicts	ALW	1	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
73	All work required to be completed for the project that is not included in the previous bid items	LS	1	\$10,000	\$10,000	\$10	\$10	\$199,998	\$199,998	\$41,000	\$41,000	\$62,752	\$62,752
	<b>Sub-Total, Base Bid:</b>				<b>\$9,590,878</b>		<b>\$11,797,162.60</b>		<b>\$9,752,423.00</b>		<b>\$11,974,951.80</b>		<b>\$10,778,854</b>

Date of Issuance: June 5, 2020  
Owner: Marina Coast Water District  
Contractor: Monterey Peninsula Engineering  
Engineer: Carollo Engineers  
Project: RUWAP Distribution Pipelines

Effective Date: June 15, 2020  
Owner's Contract No.: RW-0174  
Contractor's Project No.: TBD  
Engineer's Project No.:  
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Delete construction of the Beach Road potable water line portion of the project in its entirety consisting of reduction of Bid Line Item Nos. 15-18 entire amounts and 8.06% of Bid Line Item Nos. 2 (\$403), 4 (\$24,180) & 5 (\$12,090) for a total net deductive change order amount of (\$769,213)

Attachments: *Low Bid Without Beach Potable.pdf*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$9,590,878	Original Contract Times: 470 calendar days Substantial Completion: Ready for Final Payment:
	days or dates
[Increase] [Decrease] from previously approved Change Orders No. to No. : \$	[Increase] [Decrease] from previously approved Change Orders No. to No. : Substantial Completion: Ready for Final Payment:
	0 days
Contract Price prior to this Change Order: \$9,590,878	Contract Times prior to this Change Order: Substantial Completion: Ready for Final Payment:
	days or dates
[Increase] <u>[Decrease]</u> of this Change Order: \$769,213	[Increase] [Decrease] of this Change Order: Substantial Completion: Ready for Final Payment:
	0 days or dates
Contract Price incorporating this Change Order: \$8,821,620	Contract Times with all approved Change Orders: Substantial Completion: Ready for Final Payment:
	days or dates

RECOMMENDED:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Engineer (if required)

ACCEPTED:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Owner (Authorized Signature)  
ACCEPTED:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contractor (Authorized Signature)  
Peter J. Taormina, Manager  
June 5, 2020

Item No.	Description	Unit	Bid Unit Price	Estimated Quantity	Bid Price	Recycled Water 81.56%	Water - Beach (Marina) 8.06%	Water - Crescent (Marina) 1.41%	Water - Injin (Ord) 8.97%	
1	Mobilization and Demobilization (Shall not exceed 5% of Total of All Unit Price Bid Items)	LS	\$130,000	1	\$130,000	\$130,000				
2	Sheeting, shoring, and bracing, or equivalent method for the protection of life and limb in trenches and open excavation, pursuant to California Labor Code §6707 and Section 02260.	LS	\$5,000	1	\$5,000	\$4,078	\$403	\$71	\$449	
3	Stormwater Pollution Prevention	LS	\$30,000	1	\$30,000	\$30,000				
4	Traffic Management	LS	\$300,000	1	\$300,000	\$244,680	\$24,180	\$4,230	\$26,910	
5	Locating and Verifying Concealed existing Utilities per Section 01350	LS	\$150,000	1	\$150,000	\$122,295	\$12,090	\$2,115	\$13,455	
6	Blow-off Assemblies	EA	\$13,500	25	\$337,500	\$337,500				
7	Combination Air/Vacuum Valves	EA	\$6,500	24	\$156,000	\$156,000				
8	8" Isolation Valves (Gate)	EA	\$2,800	17	\$47,600	\$47,600				
9	12" Isolation Valves (Gate)	EA	\$4,000	14	\$56,000	\$56,000				
10	Beach Road 8-inch Pipeline (Ductile Iron)	LF	\$275	164	\$45,100	\$45,100				
11	Beach Road Pressure Reducing Station	LS	\$72,000	1	\$72,000	\$72,000				
12	Beach Road 8-inch Pipeline (PVC)	LF	\$175	3,790	\$663,250	\$663,250				
13	Beach Road Slurry Seal	SY	\$3	11,273	\$33,819	\$33,819				
14	Beach Road Pavement Striping	LS	\$7,500	1	\$7,500	\$7,500				
15	Potable Water Pipeline: Beach Road from Del Monte Blvd to De Forest Rd	LF	\$230	2,748	\$632,040		\$632,040			
16	Potable Water Pipeline: Beach Road Blow-off Assemblies	EA	\$13,500	4	\$54,000		\$54,000			
17	Potable Water Pipeline: Beach Road Combination Air/Vacuum Valves	EA	\$6,000	4	\$24,000		\$24,000			
18	Potable Water Pipeline: Beach Road 12" Isolation Valves (Gate)	EA	\$4,500	5	\$22,500		\$22,500			
19	Potable Water Pipeline: From Reservoir 2 to Crescent Ave	LF	\$180	518	\$93,240			\$93,240		
20	Potable Water Pipeline: Reservoir 2 to Crescent Ave Blow-off Assemblies	EA	\$12,500	1	\$12,500			\$12,500		
21	Potable Water Pipeline: Reservoir 2 to Crescent Ave Combination Air/Vacuum Valves	EA	\$6,500	1	\$6,500			\$6,500		
22	Potable Water Pipeline: Reservoir 2 to Crescent Ave 12" Isolation Valves (Gate)	EA	\$4,000	4	\$16,000			\$16,000		
23	Carmel Avenue 8-inch Pipeline (Ductile Iron)	LF	\$272	120	\$32,640	\$32,640				
24	Carmel Avenue Pressure Reducing Station	LS	\$130,000	1	\$130,000	\$130,000				
25	Carmel Avenue 8-inch Pipeline (PVC)	LF	\$215	2,615	\$562,225	\$562,225				
26	Carmel Avenue Slurry Seal	SY	\$3	13,753	\$41,259	\$41,259				
27	Carmel Avenue Pavement Striping	LS	\$21,000	1	\$21,000	\$21,000				
28	Marina Heights Drive 8-inch Pipeline (Ductile Iron)	LF	\$465	240	\$111,600	\$111,600				
29	Marina Heights Drive Pressure Reducing Station	LS	\$210,000	1	\$210,000	\$210,000				
30	Marina Heights Drive Slurry Seal	SY	\$5	553	\$2,765	\$2,765				
31	Marina Heights Drive Pavement Striping	LS	\$1,500	1	\$1,500	\$1,500				
32	Abrams Drive & Injin Parkway 12-inch Pipeline (DIP)	LF	\$265	4,563	\$1,209,195	\$1,209,195				
33	Abrams Drive North of Injin Parkway Slurry Seal	SY	\$3	4,469	\$13,407	\$13,407				
34	Abrams Drive North of Injin Parkway Pavement Striping	LS	\$4,500	1	\$4,500	\$4,500				
35	Potable Water Pipeline: Injin Parkway 12-inch Pipeline	LF	\$260	2,768	\$719,680			\$719,680		
36	Potable Water Pipeline: Injin Parkway Blow-off Assemblies	EA	\$15,000	3	\$45,000			\$45,000		
37	Potable Water Pipeline: Injin Parkway Combination Air/Vacuum Valves	EA	\$7,000	3	\$21,000			\$21,000		
38	Potable Water Pipeline: Injin Parkway 12-inch Isolation Valves (Gate)	EA	\$4,000	6	\$24,000			\$24,000		
39	Pressure Test and Disinfect Existing Pipeline in UCMBEST Property	LS	\$32,000	1	\$32,000	\$32,000				
40	Blanco Road 12-inch Pipeline (PVC)	LF	\$195	584	\$113,880	\$113,880				
41	Allowance for sensitive plant species restoration on Blanco Road	AL W	\$ 20,000.00	1	\$20,000	\$20,000				
42	Blanco Road: Launching Shaft for Guided Auger Boring Installation	LS	\$30,000	1	\$30,000	\$30,000				
43	Blanco Road: Guided Auger Boring Casing Pipeline Installation	LF	\$165	418	\$68,970	\$68,970				
44	Blanco Road: Guided Auger Boring Carrier Pipeline Installation	LF	\$570	418	\$238,260	\$238,260				
45	Reservation Road: Receiving Shaft for Guided Auger Boring Installation	LS	\$17,000	1	\$17,000	\$17,000				
46	Reservation Road 12-inch Pipeline (PVC)	LF	\$165	5,163	\$851,895	\$851,895				
47	Reservation Road 2-inch Grind and Inlay	SY	\$20	8,402	\$168,040	\$168,040				
48	Reservation Road Pavement Striping	LS	\$15,000	1	\$15,000	\$15,000				
49	9th Street 8-inch Pipeline (Ductile Iron)	LF	\$325	78	\$25,350	\$25,350				
50	9th Street Pressure Reducing Station	LS	\$140,000	1	\$140,000	\$140,000				
51	9th Street 8-inch Pipeline (PVC)	LF	\$190	975	\$185,250	\$185,250				
52	9th Street Slurry Seal	SY	\$3	3,136	\$9,408	\$9,408				
53	9th Street Pavement Striping	LS	\$2,000	1	\$2,000	\$2,000				
54	Coe Avenue 8-inch Pipeline (Ductile Iron)	LF	\$200	2,043	\$408,600	\$408,600				
55	Coe Avenue Pressure Reducing Station	LS	\$155,000	1	\$155,000	\$155,000				
56	Coe Avenue 8-inch Pipeline (PVC)	LF	\$175	1,127	\$197,225	\$197,225				
57	Coe Avenue Slurry Seal	SY	\$3	12,560	\$37,680	\$37,680				
58	Coe Avenue Pavement Striping	LS	\$15,000	1	\$15,000	\$15,000				
59	Pattin Parkway Turnout Pressure Reducing Station	LS	\$40,000	1	\$40,000	\$40,000				
60	5th Street Turnout Pressure Reducing Station	LS	\$80,000	1	\$80,000	\$80,000				
61	5th Street Turnout (2) Pressure Reducing Station	LS	\$80,000	1	\$80,000	\$80,000				
62	5th Street Turnout (3) Pressure Reducing Station	LS	\$80,000	1	\$80,000	\$80,000				
63	Engineer Lane Turnout Pressure Reducing Station	LS	\$80,000	1	\$80,000	\$80,000				
64	General Jim Moore Boulevard (GJMB) Turnout Pressure Reducing Station	LS	\$80,000	1	\$80,000	\$80,000				
65	GJMB Golf Course Turnout Pressure Reducing Station	LS	\$160,000	1	\$160,000	\$160,000				
66	Reimbursement Allowance for City of Marina Encroachment Permit Fee	AL W	\$70,000	1	\$70,000	\$70,000				
67	Reimbursement Allowance for Monterey County Encroachment Permit Fee	AL W	\$20,000	1	\$20,000	\$20,000				
68	Reimbursement Allowance for City of Seaside Encroachment Permit Fee	AL W	\$15,000	1	\$15,000	\$15,000				
69	Reimbursement Allowance for Business Licenses from Cities and County	AL W	\$25,000	1	\$25,000	\$25,000				
70	Partial Installation of 1-inch Service per Detail W-1	EA	\$4,000	2	\$8,000	\$8,000				
71	Final Installation of 1-inch Service	EA	\$9,000	2	\$18,000	\$18,000				
72	Contingency Allowance for Unknown Utility Conflicts	AL W	\$50,000	1	\$50,000	\$50,000				
73	All work required to be completed for the project that is not included in the previous bid items	LS	\$10,000	1	\$10,000	\$5,000			\$5,000	
						<b>Bid Price</b>	<b>RW</b>	<b>MW-BEACH</b>	<b>MW-CRESCENT</b>	<b>OW-IMJIN</b>
<b>CONSTRUCTION TOTAL</b>						<b>9,590,878</b>	<b>\$7,831,471</b>	<b>\$769,213</b>	<b>\$134,656</b>	<b>\$855,494</b>

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 12-D

Meeting Date: June 15, 2020

Prepared By: Michael Wegley

Approved By: Derek Cray 

Agenda Title: Consider Adoption of Resolution No. 2020-37 to Amend the On-Call Engineering Services Agreement with Schaaf & Wheeler for the A1/A2 Reservoirs and B/C Booster Pump Station Design Services

Staff Recommendation: Staff recommends that the Board of Directors of the Marina Coast Water District adopt Resolution No. 2020-37 and authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate for Amendment No. 6 to On-Call Engineering Professional Services Agreement No. 2017-67 with Schaaf & Wheeler for the A1/A2 Reservoirs and B/C Booster Pump Station Improvements (CIP # GW-0112) not-to-exceed \$30,100.

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

The A1/A2 Reservoirs will provide A-zone water storage to support Central Marina and Ord redevelopment with the Dunes on Monterey. The new B/C booster pump station will replace the existing B/C booster pump station and existing Sand Tank at a new location adjacent to the A1/A2 reservoir within easements obtained from California State University Monterey Bay (CSUMB). The terms and conditions of the easements contain a provision that the District pay for any and all reasonable architectural treatments CSUMB may require up to ten percent (10%) of the base cost of the reservoir.

Staff recommended and the Board awarded the project engineering design to Schaaf and Wheeler with On-Call Contract Amendment No. 5 in the amount of \$868,905 on May 20, 2019.

Discussion and Analysis: In the course of design, three additional scope items came to light that were not part of the design proposal. The first scope item was for a reduction in the height of the A1 and A2 reservoirs. The 30% design depicted a steel tank with a height of 46 feet. CSUMB commented that the tank could be no more than 30 feet to maintain a view of the Bay from the new Student Union building. Schaaf and Wheeler investigated several alternatives including alternate sites, concrete tanks and buried concrete tanks. After some discussion it was agreed that with some modifications the tank height could be reduced to 36 feet.

The updated Water Master Plan shows the existing F-Booster Pump Station and Intermediate Reservoir remaining in service. The emergency generator at the Intermediate Reservoir needs to be replaced and the Reservoir needs to be recoated. Staff request that the generator and reservoir coating be included with the project.

Schaaf and Wheelers proposal is for a not-to-exceed value of \$30,100. Design should be complete for bidding the project by November 2020 with roughly 20-months construction beginning February 2021.

Environmental Review Compliance: This contract amendment is not a project under CEQA; the project scope does include conducting the CEQA compliance work dictated by a “project” as defined by CEQA.

Financial Impact:  Yes  No Funding Source/Recap: CIP# - GW-0112 is funded in the fiscal year capital improvement projects budget from both water cost centers.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2020-37; Schaaf & Wheeler Amendment #6; and, Schaaf & Wheeler Amendment Request.

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 \_\_\_\_\_

June 15, 2020

Resolution No. 2020 – 37  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving Amendment No. 6 to the On-Call Engineering Services Agreement with  
Schaaf & Wheeler for Design Services for  
CIP# GW-0112 – A1/A2 Reservoirs and B/C Booster Pump Station

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 15, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the District’s water system has experienced a need to increase A-zone reservoir water storage to support Central Marina and redevelopment of Ord with the Dunes on Monterey; and,

WHEREAS, the need for additional water storage in the A-zone will be addressed via the District’s Capital Improvement project (GW-0112) for the construction of the A1/A2 reservoirs and new B/C booster station; and,

WHEREAS, the new B/C booster pump station will replace the existing B/C booster pump station and existing Sand Tank at a new location adjacent to the A1/A2 reservoir at CSU Monterey Bay; and,

WHEREAS, the District selected Schaaf and Wheeler to perform the engineering design services for the A1/A2 reservoirs and new B/C booster station; and,

WHEREAS, there are three scope changes for Amendment No. 6; and,

WHEREAS, the first scope change is engineering design to revise the tank dimensions to reduce the tank height; and,

WHEREAS, the second scope change is engineering design for replacement of the Generator at the intermediate Reservoir; and,

WHEREAS, the third scope change is engineering design to recoat the intermediate Reservoir; and,

WHEREAS, the proposal for the three scope changes is for a not-to-exceed value of \$30,100 and the proposal amount is consistent with current MCWD practice and industry standard.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to execute Amendment No. 6 to the On-Call Engineering Services with Schaaf & Wheeler for Design Services for CIP# GW-0112 – A1/A2 Reservoirs and B/C Booster Pump Station for a not-to-exceed value of \$30,100 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 June 15, 2020 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors \_\_\_\_\_  
Noes: Directors \_\_\_\_\_  
Absent: Directors \_\_\_\_\_  
Abstained: Directors \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Derek Cray, Interim Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-37 adopted on June 15, 2020.

\_\_\_\_\_  
Derek Cray, Interim Secretary

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN MARINA COAST WATER DISTRICT  
AND SCHAAF & WHEELER FOR  
ON-CALL GENERAL, CIP, AND DEVELOPMENT  
ENGINEERING SUPPORT SERVICES**

**AMENDMENT NO. 6**

Article II - Scope of Services shall be per the attached proposal for GW-0112 A1/A2 Reservoirs and B/C Booster Pump Station.

Article IV – The Work under this AMENDMENT is scheduled for Completion by December 31, 2021.

Article IX - Payment shall be per the attached A1/A2 Reservoirs and B/C Booster Pump Station Amendment Request on a time and expense basis not to exceed \$30,100.

All other articles of the November 20, 2017 AGREEMENT FOR ON-CALL GENERAL, CIP AND DEVELOPMENT ENGINEERING SUPPORT SERVICES remain the same.

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

Prepared by: \_\_\_\_\_ Date \_\_\_\_\_  
(DISTRICT REPRESENTATIVE)

ENGINEER  
Schaaf & Wheeler

OWNER  
Marina Coast Water District

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title: General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_



**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN MARINA COAST WATER DISTRICT  
AND SCHAAF & WHEELER FOR  
ON-CALL GENERAL, CIP, AND DEVELOPMENT  
ENGINEERING SUPPORT SERVICES**

**AMENDMENT NO. 6**

**Proposal for A1/A2 Reservoirs and B/C Booster Pump Station Amendment**

**Schaaf & Wheeler**  
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101  
Salinas, CA 93907  
831-883-4848  
FAX 831-758-6328

May 18, 2020

Mr. Michael Wegley, PE  
District Engineer  
Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933

**Subject: A1/A2 Reservoir and B/C Booster Pump Station Amendment Request for**

Dear Mike:

As discussed previously, we request an amendment to our agreement for design of the subject project to cover the cost added scope items, listed below. The effort on the first item, redesigning to meet the CSUMB tank height restriction, has already been completed.

Tank Height Limitation Redesign. CSUMB staff provided comments on the 30% design in Fall 2019. One of the comments was that the water tanks could not exceed 30-ft in total height. This was not a condition of the easement, but in follow-on conversations with staff, they insisted that this was presented during the original easement discussions and they could not allow taller tanks in the middle of the campus. At the direction of District staff, Schaaf & Wheeler prepared a Tank Alternatives Analysis, looking at alternative sites, above-grade concrete tanks and buried concrete tanks. The analysis was presented in a technical memorandum. The design team then met with CSUMB staff to review the alternatives. CSUMB staff agreed to a revised tank size and height. The design team revised the civil site plans and structural plans to reflect the changed tank dimensions. Schaaf & Wheeler revised the basis of design report to reflect the changed dimensions, and updated the pump hydraulics analysis to reflect the reduced A-Zone HGL.

Replace Generator at Intermediate Reservoir. The updated Water Master Plan shows the existing F-Booster Pump Station and Intermediate Reservoir remaining in service, so Staff requested that we add replacing the emergency generator at the Intermediate Reservoir to the design package. The majority of this design will be by TJC & Associates (see attached scope). We do not have plans for this facility, so the design will be based on a field visit to assess the existing equipment and electrical loads.

Recoat Intermediate Reservoir. The updated Water Master Plan shows the existing F-Booster Pump Station and Intermediate Reservoir remaining in service, so Staff requested that recoating the Intermediate Reservoir be added to the design package. This effort involved adding specifications to the project manual and adding the applicable pay items to the cost estimate.

Our cost for these added items is \$30,100. A budget break-out by task is attached.

If you have any questions, please contact me at (831) 345-4001, or by e-mail, [asterbenz@swwsv.com](mailto:asterbenz@swwsv.com).

Sincerely,  
**Schaaf & Wheeler**



Andrew A. Sterbenz, PE  
Senior Project Manager

TJC Scope for adding generator replacement (provided by e-mail):

1. Site visit – 8 hours
2. Reverse engineer 1-line and facility drawings – 16 hours (w/ CAD)
3. Prepare Generator and ATS specification – use documents developed previously for the MCWD Emergency Generator procurement project. 4 hours
4. Integrate new stationary generator into existing facility distribution and motor control design – 12 hours
5. New slab on grade design for generator installation (see assumption below) - 24 hours
6. Effort associated with A1/A2 size changes – 12 hours

Total 68 Hours

Assumptions:

1. Existing generator pad Generator and ATS procurement included with contract package. Generator will not be procured separately by MCWD through SourceWell but provided by the Contractor per the Contract Documents.
2. Existing slab condition is unknown and design calculations are not available. Design and construction of new pad is more cost effective than attempts to reuse and confirm adequacy of existing pad.
3. Generator assumed sole sourced to Caterpillar

Compensation for TJCAA: \$12,900

**Schaaf & Wheeler**  
CONSULTING CIVIL ENGINEERS

**Client:** Marina Coast Water District  
**Project:** A1/A2 Tanks and B/C Booster Pump Station  
**Task:** Additional Work Items  
**Estimate Date:** 5/15/2020      **Rates:** 2019 with 6% Discount

NO.	TASK ITEMS DESCRIPTION	PRINCIPAL PM \$221	SENIOR PM \$212	SENIOR ENG \$197	ASSOC. ENG \$179	ASST. ENG \$160	SUBTOTAL M.H.'S	IN-HOUSE LABOR COSTS \$	IN-HOUSE MATERIAL COSTS \$	Whitson Engineers Surveying	CEG Geotech	TJCAA Elec. & Struct.	Paul Davis Partnership Architect	Denise Duffy CEQA	TOTAL COSTS \$ W/ MARK-UP
<b>Change 1</b>	<b>Tank Height Limitation (CSUMB)</b>														\$14,232
1.1	Alternative Siting TM		40			4	44	\$9,120							\$9,120
1.2	Redesign with Selected Tanks		6			24	30	\$5,112							\$5,112
1.3	Update Basis of Design Report		4			4	8	\$1,488							\$1,488
<b>Change 2</b>	<b>Added Scope at Intermediate Reservoir</b>														\$15,772
2.1	Replace Existing Generator		4			8	12	\$2,128			\$12,900				\$15,028
2.2	Recoat Intermediate Reservoir		2			2	4	\$744							\$744
	<b>Total</b>	<b>0</b>	<b>56</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>98</b>	<b>\$18,592</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,900</b>	<b>\$0</b>	<b>\$0</b>	<b>\$30,004</b>
	<b>ROUNDED TOTAL, Design and Bid Phase</b>														<b>\$30,100</b>

Subconsultant Mark-up      5.0%

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 12-E

Meeting Date: June 15, 2020

Prepared By: Kelly Cadiente

Approved By: Derek Cray 

Agenda Title: Consider Adoption of Resolution No. 2020-38 to Approve a Contract Extension with the Pun Group to Provide Audit Services to the District for Fiscal year 2019-2020

Staff Recommendation: The Board of Directors adopt Resolution No. 2020-38 to approve a contract extension with the Pun Group to provide audit services to the District for Fiscal 2019-2020.

Background: *Strategic Plan Strategic Element 3.4 – Close and audit financial statements in a timely manner.*

California Government Code Section 26909 requires the County Auditor to either make or contract with a certified public accountant or public accountant to perform an annual audit of the accounts and records of every special district within the county for which an audit by a certified public accountant or public accountant is not otherwise provided, unless an audit by a certified public accountant has been arranged by the District. Historically, the District issues a Request for Proposals for audit services every 3 years.

On June 15, 2015, the Board adopted Resolution No. 2015-28 approving 3-year contract with the Pun Group for a not to exceed amount of \$24,000 per year to provide annual audit services to the District.

The District anticipated settlement of litigation regarding the Regional Desalination Project (RDP) by June 30, 2018. Having been the audit firm for the District for the past six years at the time, the Pun Group has extensive knowledge and background with regards to the RDP and therefore was best suited to audit fiscal year 2017-2018 for the District. On May 21, 2018, the Board adopted Resolution No. 2018-31 to extend the Contract with the Pun Group to provide audit services for FY 2017-2018.

With the District's motion granted for summary judgement against California American Water by the California Superior Court on June 2019, and the expected pending settlement of remaining litigation regarding the RDP by fall 2019, staff recommended that the District extend the contract with its current independent audit firm, the Pun Group for an additional year. On July 15, 2019, the Board adopted Resolution No. 2019-49 to extend the contract with the Pun Group to provide audit services for FY 2018-2019.

Discussion/Analysis: Unfortunately, the settlement of the RDP litigation was not completed until March 10, 2020. Staff believes that there would be a steep learning curve for a new firm to come up to speed with the District's settlement of the RDP and is therefore requesting that the contract with the Pun Group be extended one final year to provide audit services for FY 2019-2020. The District will then issue an RFP for audit services to be provided to the District for FY's 2020-2021, 2021-2022 and 2022-2023 in the Spring of 2021.

Environmental Review Compliance: None.

Financial Impact:  X  Yes   No Funding Source/Recap: Services performed will be funded through FY 2020/2021 Operating Budget of the Central Marina and Ord Community cost centers Marina Water (MW) – 24%; Marina Sewer (MS) – 6%; Ord Water (OW) – 56%; Ord Sewer (OS) – 14%.

Other Considerations: The Board can elect to go out for other bids to perform the audit.

Material Included for Information/Consideration: Resolution No. 2020-38.

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

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Board Action

Motion By \_\_\_\_\_ Secoded By \_\_\_\_\_ No Action Taken \_\_\_\_\_

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

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

June 15, 2020

Resolution No. 2020-38  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving a Contract Extension With the Pun Group to  
Provide Audit Services to the District For Fiscal year 2019-2020

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 15, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the California Government Code Section 26909 requires the County Auditor to either make or contract with a certified public accountant or public accountant to perform an annual audit of the accounts and records of every special district within the county for which an audit by a certified public accountant or public accountant is not otherwise provided, unless an audit by a certified public accountant has been arranged by the District; and,

WHEREAS, historically, the District issues a Request for Proposals for audit services every 3 years; and,

WHEREAS, on June 15, 2015 the Board adopted Resolution No. 2015-28 approving 3-year contract with the Pun Group for a not to exceed amount of \$24,000 per year to provide annual audit services to the District; and,

WHEREAS, with the anticipated settlement of litigation regarding the Regional Desalination Project (RDP) by fiscal year end (June 30, 2018), the Board adopted Resolution No. 2018-31 approving a one-year extension for its contract with its current independent audit firm, the Pun Group; and,

WHEREAS, with the District’s motion granted for summary judgement against California American Water by the California Superior Court on June 2019, and the expected pending settlement of remaining litigation regarding the RDP by fall 2019, the Board adopted Resolution No. 2019-49 approving an additional one-year extension for its contract with the Pun Group; and,

WHEREAS, due to the RDP litigation settlement March 10, 2020, staff is recommending a final additional one-year extension for its contract with the Pun Group; and,

WHEREAS, the terms of the original agreement will remain in place for the additional year. Total cost of the FY 2019-2020 audit will be \$24,000, which is the original cost per audit year in the original contract; and,

WHEREAS, having been the audit firm for the District for the past eight years, the Pun Group has extensive knowledge and background with regards to the RDP and therefore is best suited to audit fiscal year 2019-2020 for the District.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2020-38, approving a contract extension with the Pun Group to provide audit services to the District for Fiscal 2019-2020, and authorizes the



General Manager and/or the Director of Administrative Services to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 15, 2020, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Derek Cray, Interim Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-38 adopted June 15, 2020.

\_\_\_\_\_  
Derek Cray, Interim Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 12-F

Meeting Date: June 15, 2020

Prepared By: Kelly Cadiente

Approved By: Derek Cray 

Agenda Title: Consider Adoption of Resolution No. 2020-39 to Approve the Marina Coast Water District Budget for FY 2020-2021

Staff Recommendation: The Board of Directors adopt Resolution No. 2020-39 approving the Marina Coast Water District Budget for FY 2020-2021.

Background: *Strategic Plan, Objective No. 3 – To manage public funds to assure financial stability, prudent rate management, and demonstrate responsible stewardship. Our fiscal strategy is to forecast, control and optimize income and expenditures in an open and transparent manner. We will efficiently use our financial resources to assure availability to fund current and future demands.*

On March 16, 2020, the Board originally set the date for the FY 2020-2021 Budget Workshop for April 6, 2020. The workshop was re-scheduled to the April 20, 2020 regular Board meeting due to the need to implement remote meeting capability in order to meet with the Shelter in Place Orders in relation to COVID-19. Due to time constraints at the April 20, 2020 meeting, the budget workshop was rescheduled and held on April 28, 2020.

The Draft 2020-2021 District Budget was distributed to the Board on April 15, 2020 for review in preparation for the budget workshop. Based on Board actions and discussion from the April 28<sup>th</sup> Budget Workshop and further review by the Budget and Personnel Committee (“Committee”) on May 6, 2020, staff revised the Draft FY 2020-2021 Budget and presented to the Board at the May 18, 2020 along with a detailed list of line item revisions as result of prior Board and Committee discussions.

Discussion/Analysis: Further refinements and revisions were done to the Revised Draft 2020-2021 District Budget which was again presented to the Committee on June 9, 2020. After discussion of the Revised Draft Budget, the Committee voted to recommend adoption of the FY 2020-2021 District Budget by the Board. A detailed list of line item revisions from the May 18, 2020 Revised Draft Budget has been included for the Board’s consideration.

Environmental Review Compliance: None.

Financial Impact:  Yes  No Funding Source/Recap: None

Materials Included for Information/Consideration: Resolution No. 2020-39; List of Revisions to the Draft FY 2020-2021 District Budget dated June 15, 2020; and, [Revised Draft FY 2020-2021 District Budget dated June 15, 2020 provided separately.](#)

Action Required:  Resolution  Motion  Review

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Board Action

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

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

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

June 15, 2020

Resolution No. 2020 - 39  
Resolution of the Board of Directors  
Marina Coast Water District  
Adopting the Marina Coast Water District Budget for FY 2020-2021

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 15, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, staff prepared and presented the draft FY 2020-2021 Budget that includes projected revenues, expenditures and capital improvement projects for the six cost centers of the District’s Water and Wastewater systems, including the area remaining within the jurisdiction of the U.S. Army; and,

WHEREAS, rates, fees, and charges; excluding capacity fees for Central Marina service area were adopted by the Board in Ordinance No. 60; and,

WHEREAS, rates, fees, and charges; excluding capacity fees for the Ord Community service area were adopted by the Board in Resolution No. 2018-12; and,

WHEREAS, the District Board reviewed the proposed FY 2020-2021 Budget on April 28, 2020 and May 18, 2020; and,

WHEREAS, the District Budget and Personnel Committee reviewed the proposed FY 2020-2021 Budget on May 6, 2020 and June 9, 2020 and recommended approval of the FY 2020-2021 Budget by the Board.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby approve and adopt the FY 2020-2021 Budget of the Marina Coast Water District.

PASSED AND ADOPTED on June 15, 2020, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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

ATTEST:

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Derek Cray, Interim Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2020-39 adopted June 15, 2020.

---

Derek Cray, Interim Secretary

**MARINA COAST WATER DISTRICT  
CHANGES INCLUDED IN FISCAL YEAR 2020-2021 REVISED DRAFT BUDGET  
DATED JUNE 15, 2020**

**Page 6 Budget Memo Assumptions Updates**

Projected Revenues and Funding Sources

Projected revenues and funding sources increased \$351,000 to \$45,346,888 due to the increase in use of 2019 Bond Proceeds for:

- CIP OW-0193 Imjin Pkwy Pipeline, Reservation Rd to Abrams Dr. increase \$270,000 from \$800,000 to \$1,070,000
- CIP GW-0307 Intertie Meter Replacement Project \$81,000. Previously listed as Capacity Fee funded which was incorrect.

Projected Expenses and CIP

Projected expenses and CIP increased \$270,000 from \$52,444,526 to \$52,714,526 due to CIP OW-0193 bid results.

Capital Improvement Projects

Increase in Capital Projects of \$270,000 from \$33,642,767 to \$33,912,767 due to CIP OW-0193 bid results.

**Pages 12, 13, 14, 59, 99: CIP Funding Changes/Increase from \$33,642,767 to \$33,912,767**

- CIP OW-0193 Imjin Pkwy Pipeline, Reservation Rd to Abrams Dr. increase \$270,000 from \$800,000 to \$1,070,000
- CIP GW-0307 Intertie Meter Replacement Project:
  - Changed to Bond funded from Capacity Fee Funded
  - Changed allocation to Water Cost Centers from Sewer Cost Centers
- CIP GW-0123 B2 Zone Tanks @CSUMB changed allocation to Water Cost Centers from All Cost Centers

**Pages 22, 24, 26, 28,32: CalPERS – 62 line-items Variances**


Corrected variance percentages for CalPERS -62 line-items in Administration Expense Budget.

**Page 103: Updated Authorized Positions**

- Accountant Position authorized in April 2020.
- Operations & Maintenance Administrative Analyst authorized in April 2020.
- Removed above positions from "Funded and Proposed".

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 12-G

Meeting Date: June 15, 2020 

Prepared By: Michael Wegley

Approved By: Derek Cray

Agenda Title: Consider Adoption of Resolution No. 2020-40 to Approve the District Five-Year Capital Improvements Program Budget

Staff Recommendation: The Board of Directors is requested to consider adopting Resolution No. 2020-40 approving the District Five-Year Capital Improvements Program (CIP) Budget.

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.*

Each year, the District follows a budget development process for Board approval of the annual budget. Annual update of the District's one-year and five-year CIP program follows the same schedule. The current CIP budget was adopted on June 25, 2019. The draft five-year CIP for Fiscal Year (FY) 2020-2021 was presented to the Board for review and direction on April 20, 2020.

Discussion/Analysis: The Draft FY 2020-2021 District Budget was distributed to the Board of Directors with the Five-Year CIP for review in preparation for the budget workshop. On April 20, 2020, the Board held its budget workshop and provided direction to staff for preparation of the final budget documents and the Five-Year CIP.

The 2020 Sewer, Water and Recycled Water Master Plans were distributed to the Board of Directors and accepted on May 18, 2020. The attached Five-Year CIP project list includes the projects in progress in FY 2019-2020 and Master Plan projects required in future years. Projects needed in the next five years are shown with funding in the proposed FY, and the remaining projects are shown in "Out Years" (beyond FY 2024-2025). The Category column in the table indicates the project addresses an existing deficiency (E), a single development project (S), or multiple development projects (M). Most of the projects needed address existing deficiencies (aging equipment requiring replacement, service mains which have failed in recent years, and water storage tanks).

Environmental Review Compliance: None.

Financial Impact:  Yes  No Funding Source/Recap: None

Materials Included for Information/Consideration: Resolution No. 2020-40; and, Draft Five-Year Capital Improvement Program dated June 3, 2020.

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 \_\_\_\_\_



June 15, 2020

Resolution No. 2020-40  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving the District Five-Year Capital Improvements Program Budget  
for the Central Marina and Ord Community Service Areas

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 15, 2020, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, District staff prepared and presented the draft FY 2019-2020 Budget which includes projected revenues, expenditures and capital improvement projects for Central Marina and the Ord Community Water, Recycled Water and Wastewater systems; and,

WHEREAS, the Five-Year Capital Improvement Projects Budget for the Central Marina and Ord Community provides for funds necessary to meet capital expenses for sound operation and provision of the water, recycled water and wastewater facilities and to enable the District to provide continued water, recycled water and sewer services within the existing service areas in Central Marina and in the Ord Community; and,

WHEREAS, based upon staff’s recommendations, the Board has determined that the Five-Year Capital Improvement Projects Budget should be adopted.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Marina Coast Water District does hereby approve and adopt the Five-Year Capital Improvement Projects budget for Central Marina and the Ord Community.

PASSED AND ADOPTED on June 15, 2020, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Derek Cray, Interim Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2020-40 adopted June 15, 2020.

\_\_\_\_\_  
Derek Cray, Interim Secretary

**Marina Coast Water District**  
**DRAFT Five-Year CIP**

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
<b>Marina Water</b>										
MW-0111 (W2)	Beach Road Pipeline	\$20,000	\$454,815	\$0	\$0	\$0	\$0	\$0	\$474,815	E
MW-0302(W1)	Crescent Ave Connector to Reservoir 2	\$10,000	\$196,000	\$0	\$0	\$0	\$0	\$0	\$206,000	E
MW-0304(W3)	Marina Sta. (Armstrong Ranch) Development	\$0	\$0	\$0	\$0	\$0	\$0	\$2,997,000	\$2,997,000	S
MW-W4	California Avenue Pipeline	\$0	\$0	\$0	\$0	\$0	\$584,000	\$0	\$584,000	M
MW-W5	Lynscott Drive Pipeline Replacement	\$0	\$0	\$0	\$0	\$0	\$684,000	\$0	\$684,000	S
	<b>Subtotal</b>	<b>\$30,000</b>	<b>\$650,815</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,268,000</b>	<b>\$2,997,000</b>	<b>\$4,945,815</b>	
<b>Marina Sewer</b>										
MS-0143 (S13)	Replace Lift Station No. 6 (Crescent)	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	E
MS-0202 (S3)	Carmel Ave Sewer Main Improvement Project	\$0	\$60,000	\$330,000	\$0	\$0	\$0	\$0	\$390,000	E
MS-14	San Pablo Condition Improvements	\$0	\$0	\$0	\$46,200	\$0	\$0	\$0	\$46,200	E
MS-0205 (S6)	Reservation Road - 200 ft West of Crest View Court to Nicklas Ln	\$0	\$0	\$0	\$0	\$375,000	\$0	\$0	\$375,000	M
MS-0137 (S5)	Reservation Road - Via Del Camino to Del Monte Blvd	\$0	\$0	\$0	\$0	\$0	\$489,800	\$0	\$489,800	M
MS-0203 (S1)	Marina Sta. - Abdy Way & Dunes Lift Station Diversion Project	\$0	\$0	\$0	\$0	\$0	\$0	\$2,082,600	\$2,082,600	S
MS-2	Peninsula Drive and Vista Del Camino Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$699,200	\$699,200	E
MS-4	Lake Drive Pipeline Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$754,300	\$754,300	M
MS-12	Dunes Lift Station Capacity Improvement	\$0	\$0	\$0	\$0	\$0	\$0	\$2,093,400	\$2,093,400	E
MS-M2	Del Monte Blvd	\$0	\$0	\$0	\$0	\$0	\$0	\$553,161	\$553,161	E
MS-0207 (M1)	Marina WWTP Demolition	\$0	\$0	\$0	\$0	\$0	\$0	\$883,300	\$883,300	E
	<b>Subtotal</b>	<b>\$100,000</b>	<b>\$60,000</b>	<b>\$330,000</b>	<b>\$46,200</b>	<b>\$375,000</b>	<b>\$489,800</b>	<b>\$7,065,961</b>	<b>\$8,466,961</b>	

**Category Legend**  
E= CIP supports existing Infrastructure  
S= CIP supports a single parcel's or owner's project  
M= CIP supports projects for multiple parcels or owners

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Marina Coast Water District  
DRAFT Five-Year CIP

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
<b>Ord Water</b>										
OW-0206	Inter-Garrison Road Pipeline Up-Sizing	\$772,400	\$0	\$0	\$0	\$0	\$0	\$0	\$772,400	M
OW-0193 (W17)	Imjin Parkway Pipeline, Reservation Rd to Abrams Drive	\$51,000	\$1,070,000	\$0	\$0	\$0	\$0	\$0	\$1,121,000	E
OW-0202 (W18)	South Boundary Road Pipeline	\$40,000	\$2,660,000	\$0	\$0	\$0	\$0	\$0	\$2,700,000	M
OW-0306	D-Zone Booster Pump Replacement	\$0	\$80,000	\$0	\$0	\$0	\$0	\$0	\$80,000	E
OW-0201 (W8)	Gigling Transmission from D Booster to GJM Blvd	\$0	\$125,000	\$785,000	\$0	\$0	\$0	\$0	\$910,000	E
OW-0204 (W20)	2nd Ave Connection, Reindollar to Imjin Pkwy	\$0	\$0	\$0	\$1,890,000	\$0	\$0	\$0	\$1,890,000	E
OW-0230 (W25)	Wellfield Main 2B -Well 31 to Well 34	\$0	\$0	\$0	\$1,455,000	\$0	\$0	\$0	\$1,455,000	E
OW-0127 (W6)	CSUMB Pipeline Up-Sizing -Commercial Fireflow	\$0	\$0	\$0	\$0	\$298,000	\$0	\$0	\$298,000	E
OW-0167 (W7)	1st Ave Extension, Light Fighter to Gigling Rd	\$0	\$0	\$0	\$0	\$595,000	\$0	\$0	\$595,000	E
OW-0210 (W19)	Sand Tank Demolition	\$0	\$0	\$0	\$0	\$0	\$552,000	\$0	\$552,000	E
OW-9	Zone B Fire Flow Improvements	\$0	\$0	\$0	\$0	\$0	\$960,000	\$0	\$960,000	E
OW-10	Seaside Resort Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$2,108,000	\$2,108,000	S
OW-11	Seaside Resort Pipeline - Coe Avenue	\$0	\$0	\$0	\$0	\$0	\$0	\$684,000	\$684,000	M
OW-12	Seaside East Pipeline - Zone D	\$0	\$0	\$0	\$0	\$0	\$0	\$535,000	\$535,000	M
OW-14	Parker Flats Cutoff Road Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$2,030,000	\$2,030,000	M
OW-0118 (W15)	East Garrison Storage and Transmisson	\$0	\$0	\$0	\$0	\$0	\$0	\$10,101,000	\$10,101,000	S
OW-0214 (W22)	Imjin Road, 8th St. to Imjin Pkwy	\$0	\$0	\$0	\$0	\$0	\$0	\$1,169,000	\$1,169,000	E
OW-0171 (W13)	Eucalyptus Rd Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$4,312,000	\$4,312,000	M
OW-0216 (W16)	UCMBEST Pipeline	\$0	\$0	\$0	\$0	\$0	\$0	\$5,349,000	\$5,349,000	S
<b>Subtotal</b>		<b>\$863,400</b>	<b>\$3,935,000</b>	<b>\$785,000</b>	<b>\$3,345,000</b>	<b>\$893,000</b>	<b>\$1,512,000</b>	<b>\$26,288,000</b>	<b>\$37,621,400</b>	

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Marina Coast Water District  
DRAFT Five-Year CIP

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
<b>Ord Sewer</b>										
OS-0147 (S11)	Ord Village Sewer Pipeline & Lift Station Impr Project	\$96,000	\$3,300,000	\$0	\$0	\$0	\$0	\$0	\$3,396,000	E
OS-0205 (S19)	Imjin LS & Force Main Improvements-Phase 1	\$125,000	\$1,161,370	\$0	\$0	\$0	\$0	\$0	\$1,286,370	M
OS-0152 (S18)	Hatten & Booker LS Improvements Project	\$137,000	\$395,000	\$0	\$0	\$0	\$0	\$400,000	\$932,000	E
OS-0203 (S15)	Gigling LS and FM Improvements	\$0	\$2,125,000	\$0	\$0	\$0	\$0	\$0	\$2,125,000	E
OS-0153 (MS-06)	Misc. Lift Station Improvements	\$0	\$0	\$170,000	\$0	\$424,000	\$0	\$903,360	\$1,497,360	E
OS-0154 (MS-01)	Del Rey Oaks-Collection System Planning	\$0	\$0	\$0	\$61,200	\$0	\$0	\$0	\$61,200	S
OS-0204 (S8)	CSUMB Developments	\$0	\$0	\$0	\$625,000	\$0	\$0	\$0	\$625,000	S
OS-0215 (MS-05)	Demolish Ord Main Garrison WWTP	\$0	\$0	\$0	\$0	\$0	\$1,625,000	\$0	\$1,625,000	E
OS-0148 (S7)	Sea Haven Sewer Pipeline Improvements Project	\$0	\$0	\$0	\$0	\$0	\$668,700	\$0	\$668,700	M
OS-0202 (MS-02)	Sewer Improvements-DRO	\$0	\$0	\$0	\$0	\$0	\$502,454	\$1,537,510	\$2,039,964	M
OS-0151 (MS-08)	Cypress Knolls Sewer Pipeline Improvements Project	\$0	\$0	\$0	\$0	\$0	\$0	\$97,424	\$97,424	S
OS-0150 (S21)	East Garrison Lift Station Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$550,000	\$550,000	E
OS-0206 (S22)	Reservation Road Lift Station Improvements	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000	\$75,000	E
OS-0210 (S9)	1st Ave Sewer Pipeline Replacement Project	\$0	\$0	\$0	\$0	\$0	\$0	\$408,340	\$408,340	M
OS-0214 (MS-04)	Intergarrison/8th Ave SS (for East-West Connector developments)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,035,000	\$1,035,000	M
OS-0213 (MS-03)	MOW Capacity Buy-In Beyond 2.2 MGD	\$0	\$0	\$0	\$0	\$0	\$0	\$11,040,808	\$11,040,808	M
OS-10	Sewer Improvements-Seaside East - Eucalyptus Road	\$0	\$0	\$0	\$0	\$0	\$0	\$2,147,500	\$2,147,500	S
OS-0216 (MS-06)	Sewer Improvements-Seaside East	\$0	\$0	\$0	\$0	\$0	\$0	\$6,480,079	\$6,480,079	S
	Subtotal	\$358,000	\$6,981,370	\$170,000	\$686,200	\$424,000	\$2,796,154	\$24,675,021	\$36,090,745	

Category Legend  
 E= CIP supports existing Infrastructure  
 S= CIP supports a single parcel's or owner's project  
 M= CIP supports projects for multiple parcels or owners

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**Marina Coast Water District  
DRAFT Five-Year CIP**

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
<b>General Water (29% Marina, 71% Ord)</b>										
GW-0112 (W21)	A1 & A2 Zone Tanks & B/C Booster Station	\$364,720	\$6,695,000	\$6,590,000	\$0	\$0	\$0	\$0	\$13,649,720	M
GW-0305 (W23)	California Ave & Imjin Pkwy Pipeline - Abrams to Marina Heights	\$0	\$2,400,000	\$0	\$0	\$0	\$0	\$0	\$2,400,000	M
GW-0307	Intertie Meter Replacement	\$0	\$81,000	\$0	\$0	\$0	\$0	\$0	\$81,000	E
GW-0123 (W27)	B2" Zone Tank @ CSUMB "	\$0	\$140,000	\$1,275,000	\$8,102,000	\$0	\$0	\$0	\$9,517,000	M
W24	Marina Heights Transmission Main	\$0	\$0	\$0	\$0	\$2,120,000	\$0	\$0	\$2,120,000	S
GW-0210 (W26)	Reservoir A3 (1.6 MG)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,186,000	\$7,186,000	M
GW-28	Well 35 Pump Replacement	\$0	\$0	\$0	\$0	\$0	\$0	\$103,000	\$103,000	M
GW-29	Wellhead Treatment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,081,000	\$2,081,000	M
	<b>Subtotal</b>	<b>\$364,720</b>	<b>\$9,316,000</b>	<b>\$7,865,000</b>	<b>\$8,102,000</b>	<b>\$2,120,000</b>	<b>\$0</b>	<b>\$9,370,000</b>	<b>\$37,137,720</b>	
<b>Water District-Wide (24% MW, 6%MS, 56%OW, 14%OS)</b>										
WD-0106 (WD1)	Corp Yard Demolition & Rehab	\$24,000	\$520,000	\$500,000	\$0	\$0	\$0	\$0	\$1,044,000	E
WD-0308	Emergency Generator Project	\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000	E
WD-0309	Human Machine Interface (HMI) Pump Station Installation	\$0	\$325,000	\$0	\$0	\$0	\$0	\$0	\$325,000	E
	<b>Subtotal</b>	<b>\$1,524,000</b>	<b>\$845,000</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,869,000</b>	
<b>Shared Project Costs</b>										
	Marina Water Cost Center Share	\$471,529	\$2,904,440	\$2,400,850	\$2,349,580	\$614,800	\$0	\$2,717,300	\$11,458,499	
	Marina Sewer Cost Center Share	\$91,440	\$50,700	\$30,000	\$0	\$0	\$0	\$0	\$172,140	
	Ord Water Cost Center Share	\$1,112,391	\$7,087,560	\$5,864,150	\$5,752,420	\$1,505,200	\$0	\$6,652,700	\$27,974,421	
	Ord Sewer Cost Center Share	\$213,360	\$118,300	\$70,000	\$0	\$0	\$0	\$0	\$401,660	
<b>Total Costs</b>										
	Marina Water	\$501,529	\$3,555,255	\$2,400,850	\$2,349,580	\$614,800	\$1,268,000	\$5,714,300	\$16,404,314	
	Marina Sewer	\$191,440	\$110,700	\$360,000	\$46,200	\$375,000	\$489,800	\$7,065,961	\$8,639,101	
	Ord Water	\$1,975,791	\$11,022,560	\$6,649,150	\$9,097,420	\$2,398,200	\$1,512,000	\$32,940,700	\$65,595,821	
	Ord Sewer	\$571,360	\$7,099,670	\$240,000	\$686,200	\$424,000	\$2,796,154	\$24,675,021	\$36,492,405	
	<b>Total</b>	<b>\$3,240,120</b>	<b>\$21,788,185</b>	<b>\$9,650,000</b>	<b>\$12,179,400</b>	<b>\$3,812,000</b>	<b>\$6,065,954</b>	<b>\$70,395,982</b>	<b>\$127,131,641</b>	

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Marina Coast Water District  
DRAFT Five-Year CIP

CIP No.	PROJECT DESCRIPTION	FY 2019-20 Estimated	FY 2020-21 Proposed	FY 2021-22 Proposed	FY 2022-23 Proposed	FY 2023-24 Proposed	FY 2024-25 Proposed	OUT YEARS	TOTAL	CATEGORY
<b>Water Augmentation</b>										
RW-0156	RUWAP - Transmission Main & Reservoir	\$10,510,327	\$0	\$0	\$0	\$0	\$0	\$0	\$10,510,327	
RW-0306	RUWAP - Imjin Parkway Reservation Rd. to Abrams Dr.	\$50,000	\$885,000	\$0	\$0	\$0	\$0	\$0	\$935,000	
RW-0174	RUWAP - Distribution System	\$200,000	\$11,239,582	\$0	\$0	\$0	\$0	\$0	\$11,439,582	
TRT-2	Onsite Conversions	\$0	\$0	\$750,000	\$0	\$0	\$0	\$0	\$750,000	
TRT-1	Advance Water Treatment	\$0	\$0	\$0	\$0	\$20,235,647	\$0	\$0	\$20,235,647	
P-3	Distribution Pipeline -Abrams Rd. from Imjin to Bunker Hill	\$0	\$0	\$0	\$0	\$0	\$421,146	\$0	\$421,146	
P-7	Distribution Pipeline -2nd Ave. from 10th St. to 9th St.	\$0	\$0	\$0	\$0	\$0	\$137,330	\$0	\$137,330	
P-9	Distribution Pipeline -from Black Horse Res. to Eucalyptus Rd.	\$0	\$0	\$0	\$0	\$0	\$0	\$571,055	\$571,055	
P-10	Distribution Pipeline - Normandy from GJM Blvd to Parker Flats Rd.	\$0	\$0	\$0	\$0	\$0	\$0	\$430,302	\$430,302	
WAP 1-4	Water Augmentation Project	\$0	\$0	\$0	\$0	\$10,200,000	\$0	\$0	\$10,200,000	
	Subtotal	\$10,760,327	\$12,124,582	\$750,000	\$0	\$30,435,647	\$558,476	\$1,001,357	\$55,630,389	

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Marina Coast Water District  
Agenda Transmittal

Agenda Item: 12-H

Meeting Date: June 15, 2020

Prepared By: Derek Cray

Approved By: Derek Cray 

Agenda Title: Consider Appointing a District Negotiator(s) to Negotiate with Sunberry Growers, LLC., Regarding a Lease of District Owned Armstrong Ranch Property

Staff Recommendation: The Board of Directors discuss and appoint a real property negotiator for the Armstrong Property.

Background: *Strategic Plan Mission Statement – 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.*

The Marina Coast Water District (District) operates the water and wastewater for Central Marina and the Ord Communities. The District's recycle distribution network is scheduled for completion in 2021. The District owns and maintains several properties within its jurisdictional boundaries, either to provide administrative operations, or to provide for future growth with water supply projects.

Discussion/Analysis: In June 2010, the District acquired approximately 224 acres of the Armstrong Ranch to be used for future water supply purposes. In late 2010, the District refinanced the Armstrong Ranch property with the 2010 bond proceeds. With the utilization of the bond proceeds the District was prohibited from leasing the land for agricultural uses because private activity use would violate the use of tax-exempt bonds per the Internal Revenue Service (IRS). Since the District was unable to lease the land for agricultural use and did not have any water supply projects slated in the near term, the land was leased for maintenance to a cattle grazer. The grazer's cattle helped maintain the open space, allowing the District to not have to spend ongoing maintenance costs on the land.

As of June 1, 2020, the final debt service payment was made on the 2010 bond, thus allowing the District to now utilize the land to lease to a private entity to allow the District to make revenue on the property. There is one caveat, the Grant Deed conveying the property to the District includes a Condition Subsequent on pages 5-6 of Exhibit A of the Grant Deed. The Condition Subsequent means that if MCWD uses the property "for any purpose other than for the production, storage, treatment or distribution of treated water (tertiary treatment or its equivalent) or potable water, and any incidental uses reasonably necessary or appropriate thereto" without the prior written permission of the successor grantor, then the successor grantor would have a right to go to court and to terminate MCWD's ownership interest in the parcel without payment to the District. To lease the property, MCWD will need the current successor grantor, Valle Del Sol LLC, who purchased the Armstrong Ranch property from the Armstrong Family, to give written permission to the District to lease the property. Ideally, the current successor grantor would agree to terminate the Condition Subsequent.



Sunberry Growers LLC., who we understand to be affiliated with Ramco and the successor grantor, has shown interest in leasing the property from the District to produce strawberries, and provided a proposal to the District in May of 2020. Therefore, due to the complexity of the lease with the Condition Subsequent clause, staff is recommending the Board discuss and appoint the General Manager and Legal Counsel as the real property negotiators. Upon mutually agreed upon terms in the best interest of both parties, staff would bring back the terms of the proposal to the Board. Discussion of the rent and terms of any such lease may be held in closed session as a conference with the District's real property negotiators.

Environmental Review Compliance: None required.

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

Other Considerations: The Board can decide to not lease the land, or they can make a motion to appoint other negotiators other than the General Manager and Legal Counsel.

Material Included for Information/Consideration:

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

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Board Action

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

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

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

# **Staff Report**

Marina Coast Water District  
Staff Report

Agenda Item: 13-A

Meeting Date: June 15, 2020

Prepared By: Kelly Cadiente

Approved By: Derek Cray



Agenda Title: Fiscal Impact of COVID-19 Report

Summary: The Board of Directors requested monthly reports on the possible impact to the District's finances due to COVID-19.

The previous month's report provided a comparison of budget and actual water revenue for the months of March and April 2020. After Board discussion at the May 18, 2020 meeting, the report has been modified to provide the following:

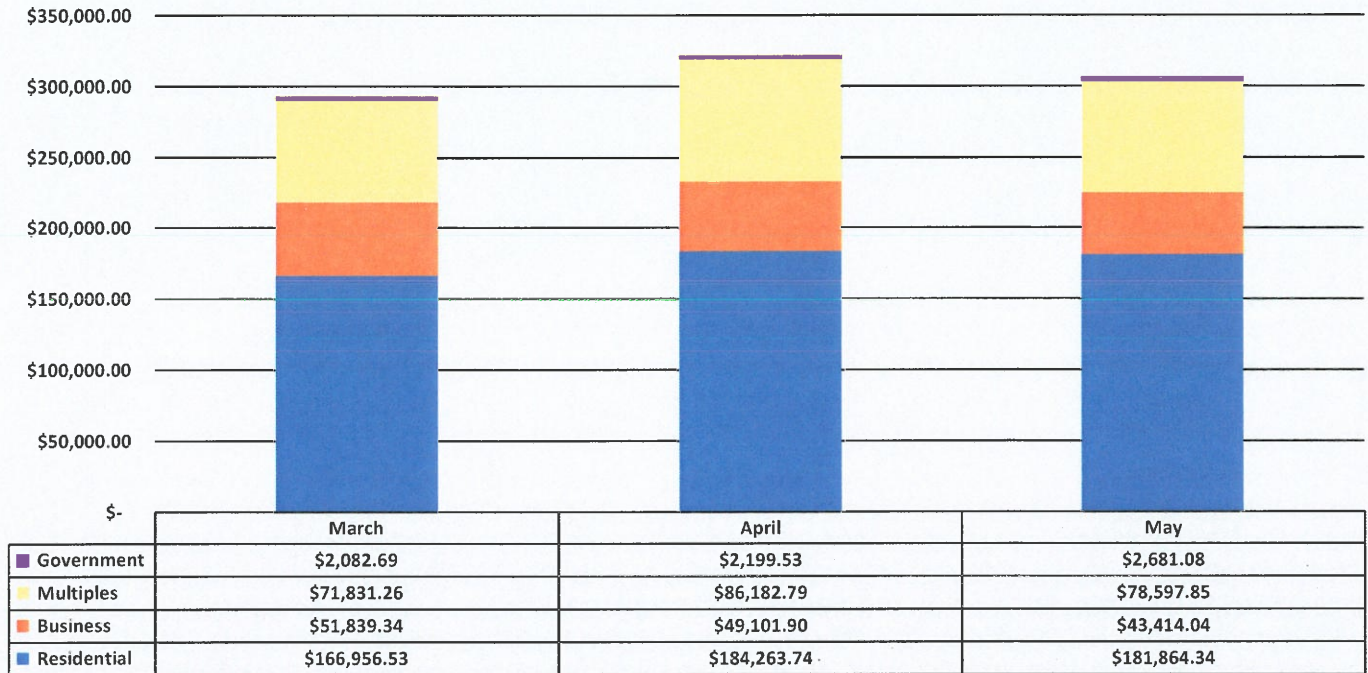
- Monthly revenues for the months during the pandemic
- Customer accounts aging information including changes from month to month
- Monthly customer payments comparison for the months March through May of 2019 and 2020

Central Marina water residential revenue increased, and business revenue decreased over the past three months which was expected due to the Shelter in Place order for Monterey County. However, in the Ord Community, while residential revenue increased as expected, business revenues remained relatively stable overall.

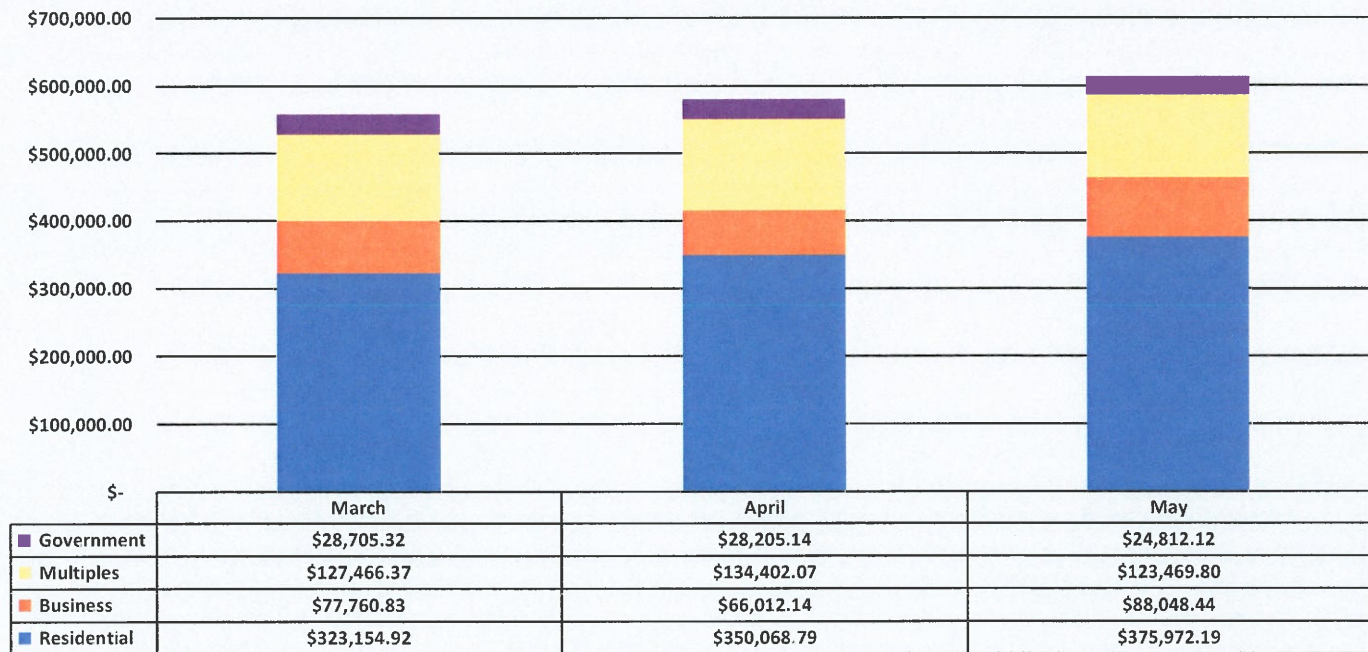
Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic \$30,788 and \$75,730 respectively, however; there are contributing factors other than COVID-19 which may have caused the increases such the annual rate increases and a growing customer base, particularly in the Ord Community.

Customer payments have decreased in 2020 from 2019 for the months of March through May which, for the most part, can be attributed to COVID-19. The impact to Central Marina occurred in April and directly correlates with the increase in Accounts Receivable. The Ord Community's customer payments were impacted in April but partially rebounded in May. This may be due to the timing of payments from large users such as the military and CSUMB.

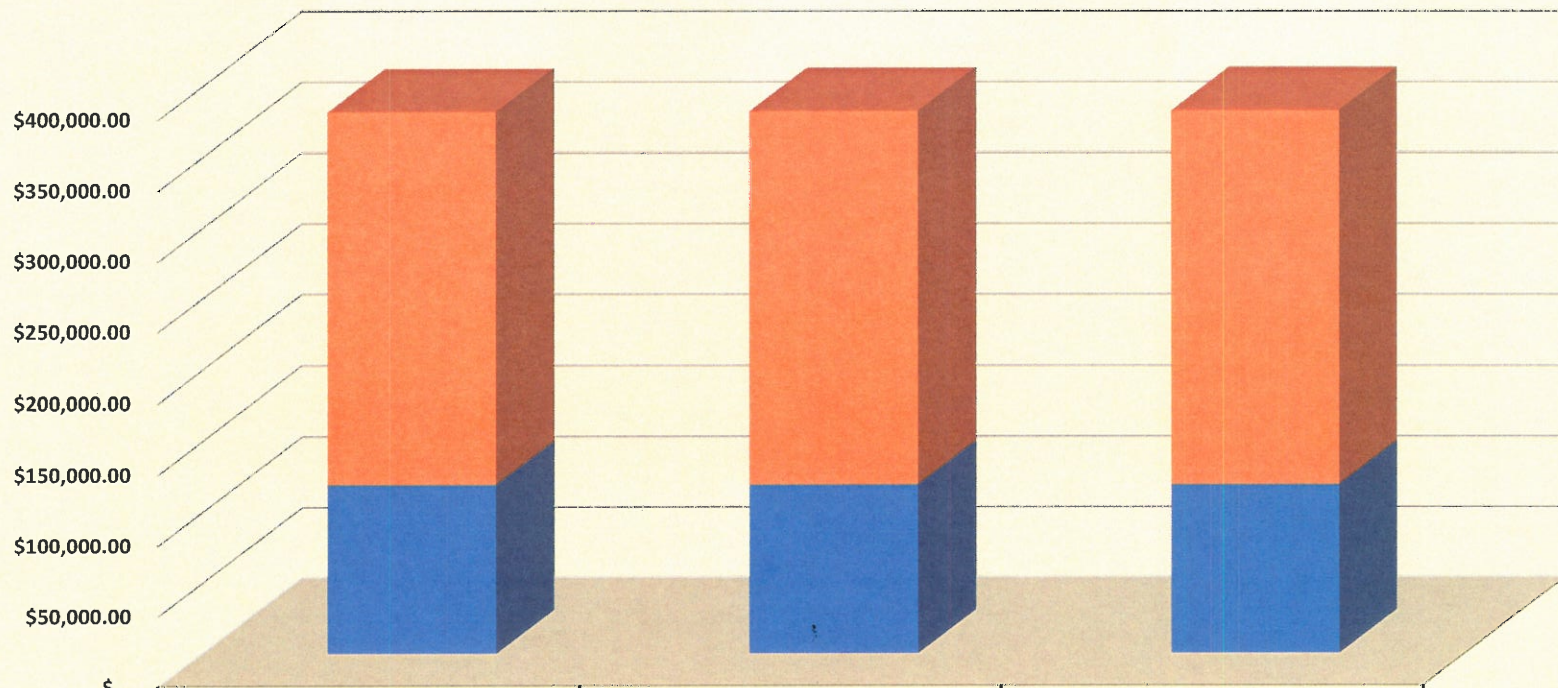
**Central Marina Water Revenues  
March 1, 2020 - May 31, 2020**



**Ord Community Water Revenues  
March 1, 2020 - May 31, 2020**



### MCWD Sewer Revenues March 1, 2020 - May 31, 2020



	March	April	May
Ord Community	\$262,703.22	\$263,249.79	\$263,784.70
Central Marina	\$119,282.65	\$119,288.17	\$119,282.33

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

**Central Marina**

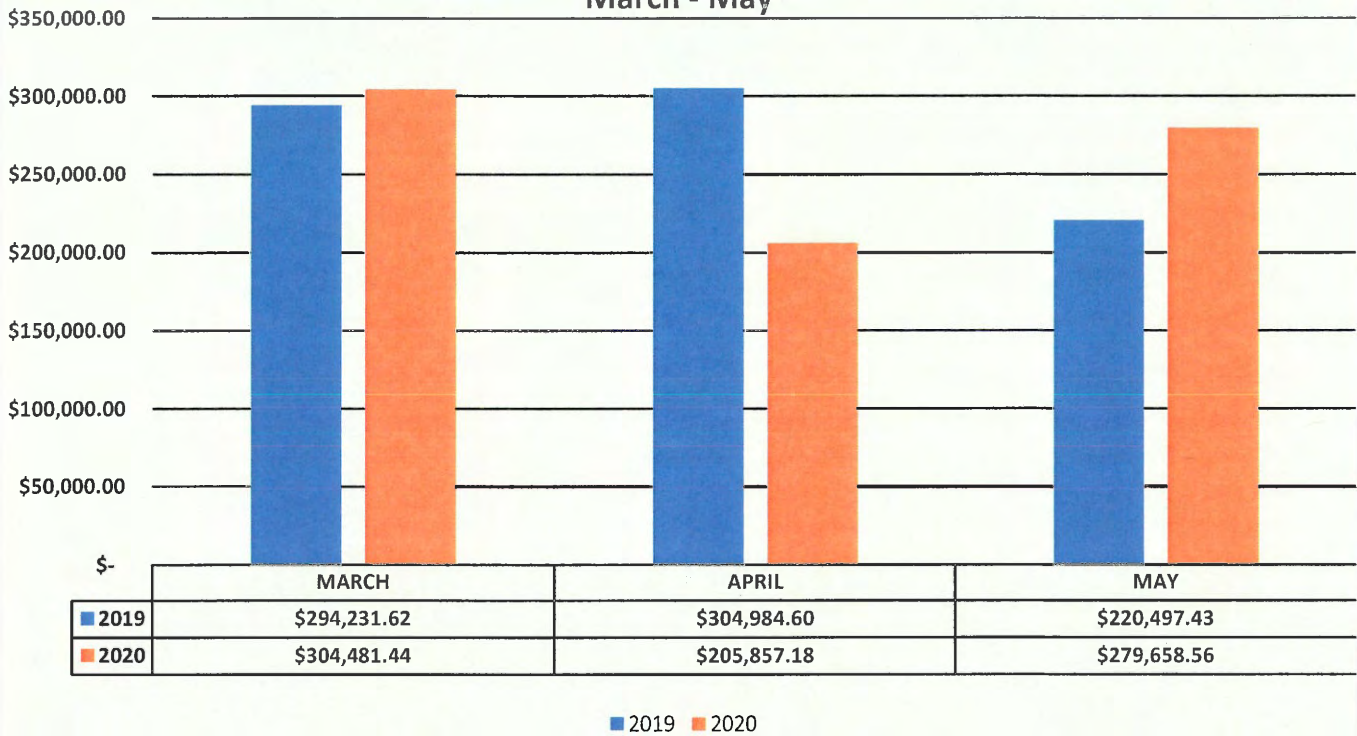
<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>
3/9/2020	\$ 35,543.27	\$ 3,875.86	\$ 4,293.09	\$ 1,611.13	\$ 45,323.35
4/9/2020	\$ 33,044.70	\$ 18,181.54	\$ 5,496.77	\$ 5,547.47	\$ 62,270.48
5/9/2020	\$ 28,890.08	\$ 20,642.06	\$ 17,487.23	\$ 9,091.91	\$ 76,111.28
April Change	\$ (2,498.57)	\$ 14,305.68	\$ 1,203.68	\$ 3,936.34	\$ 16,947.13
%	-9%	69%	7%	43%	22%
May Change	\$ (4,154.62)	\$ 2,460.52	\$ 11,990.46	\$ 3,544.44	\$ 13,840.80
%	-13%	14%	218%	64%	22%

**Ord Community**

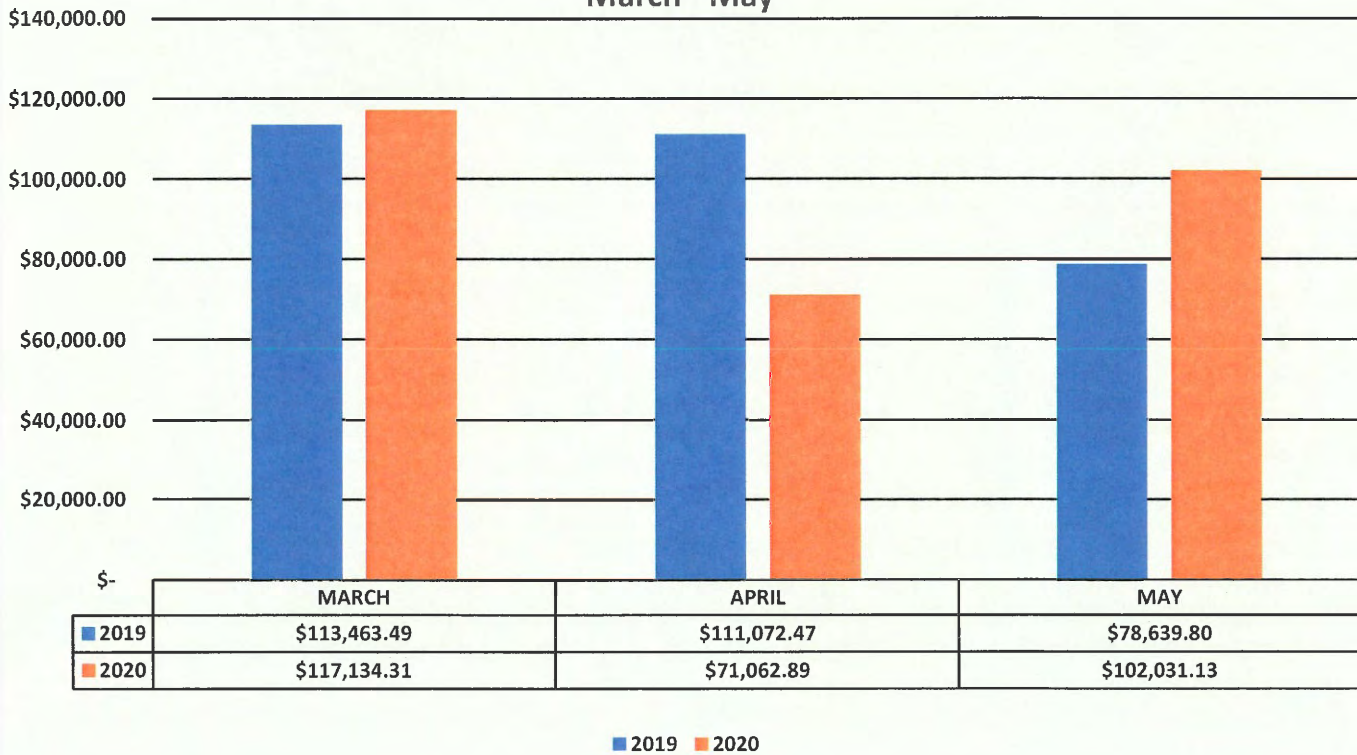
<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>
3/9/2020	\$ 78,063.43	\$ 38,972.14	\$ 27,577.38	\$ 736,205.62	\$ 880,818.57
4/9/2020	\$ 183,093.08	\$ 36,958.46	\$ 34,182.46	\$ 763,144.50	\$ 1,017,378.50
5/9/2020	\$ 81,034.10	\$ 50,592.95	\$ 28,286.58	\$ 796,635.38	\$ 956,549.01
April Change	\$ 105,029.65	\$ (2,013.68)	\$ 6,605.08	\$ 26,938.88	\$ 136,559.93
%	130%	-4%	23%	3%	14%
May Change	\$ (102,058.98)	\$ 13,634.49	\$ (5,895.88)	\$ 33,490.88	\$ (60,829.49)
%	-56%	37%	-17%	4%	-6%



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

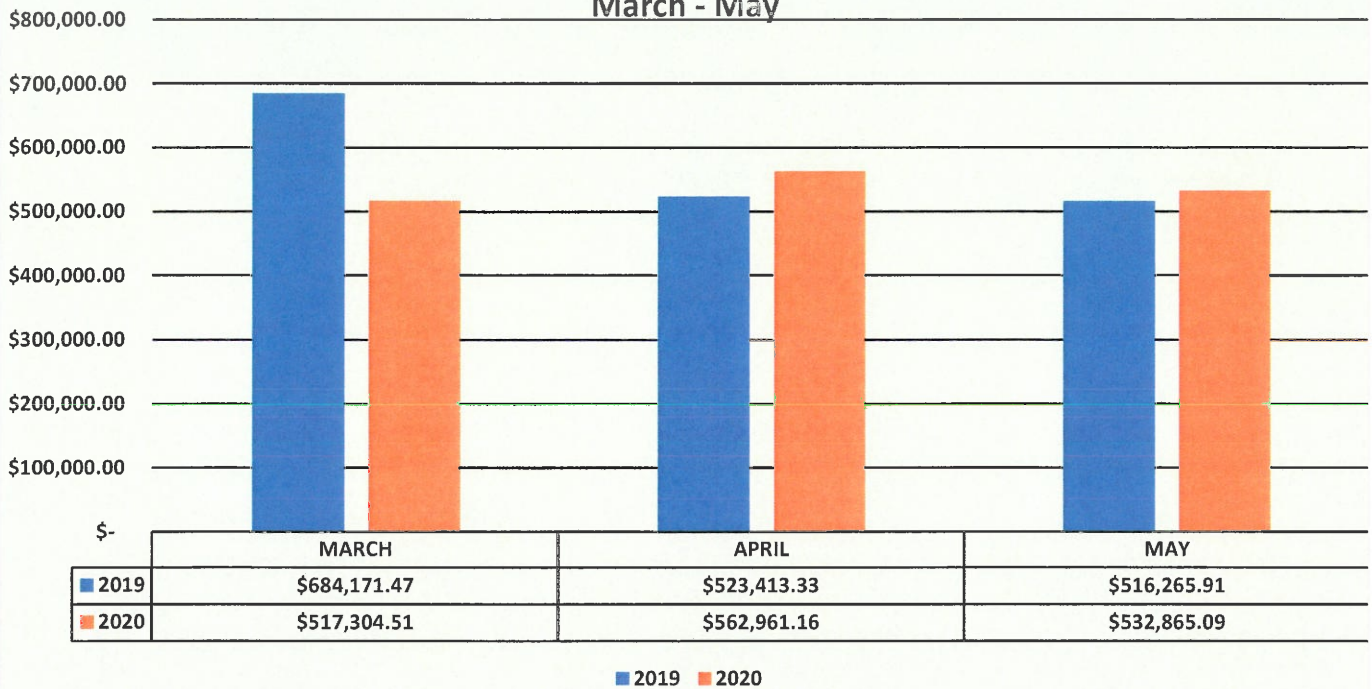


### Central Marina Monthly Sewer Customer Payments March - May



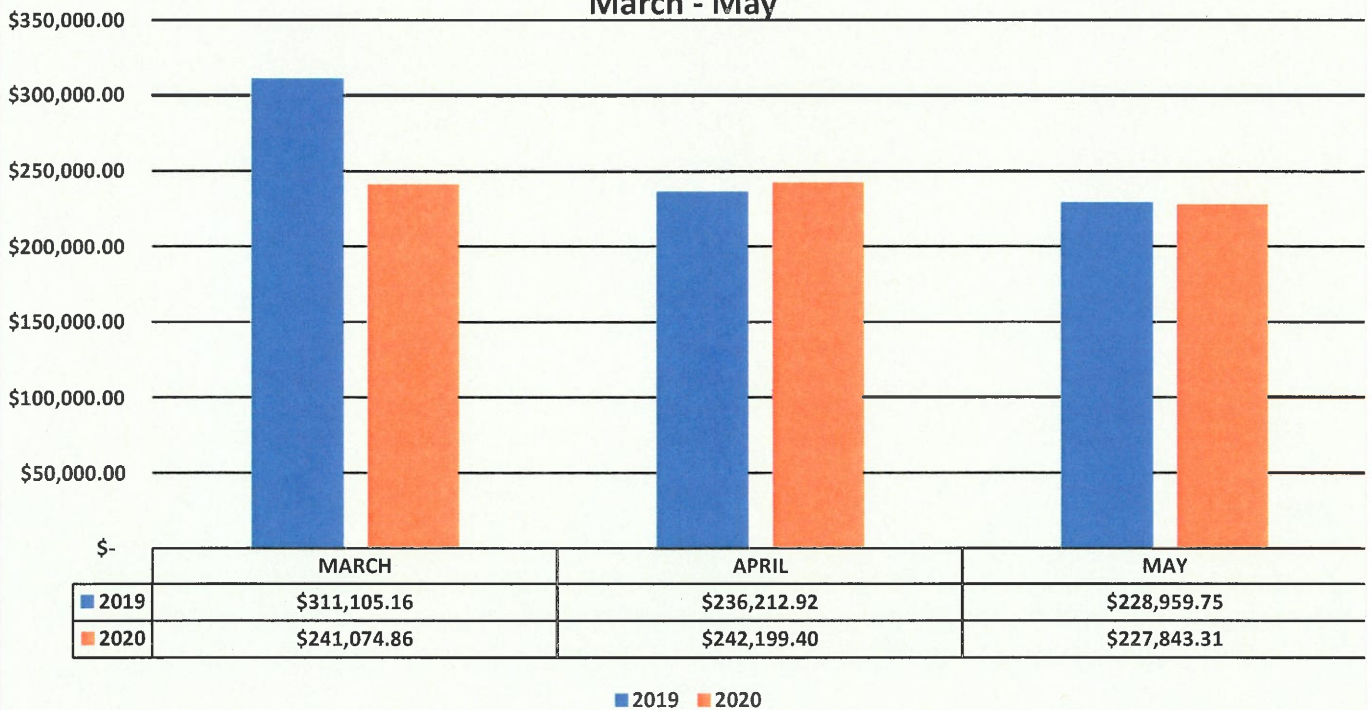
### Ord Community Monthly Water Customer Payments

March - May



### Ord Community Monthly Sewer Customer Payments

March - May





# **Informational Items**

Item 14-C3 Executive Committee Material

	Peter Le's requested Agenda Items	Board Action Requested	Status	Coming to Board ?	Status Description
1	Consider status of Well 12 and Watkins Gate well and consider what actions needed to place these two wells into operation or active standby.	Info only (this is operational item not a board item).	Done.	N/A	Done. Verbally reported at the Oct 2019 Board Meeting under GM report.
2	Time for Closed Session	Approval for change to Board meeting format.	Done.	N/A	Done. Closed session meets after open as needed.
3	Development Guidelines and Infrastructures Agreement. I like staff to analyze and the Board considers a requirement that MCWD only accepts improvements only developers have placed a minimum of one-inch of asphalt concrete over the top of all streets and easements where all MCWD water, sewer and recycled pipes are buried under.	Approval of engineering standards (this appears to not be a board item)	Done.	Unknown.	Done. Engineering staff has noted comment.
4	Since the Salinas Valley Basin Groundwater Sustainability Agency will approve the 180/400 basin this year and submits to the State by the deadline of January 2020, I would like to have reports from staff at least twice this year.	Info only	Done.	NA	Done. Was being done prior to the request and continues to be met. Also provided a verbal update at the Oct 2019 board meeting under GM report.
5	Consider establishing new policies and procedures on developers' deposits to limit losses to the District and clearer an exact to both developers and District staff.	Approval of administrative processes (this appears to be a General Manager item, not a board item)	Done.	Staff has made significant improvements and continues to make improvements. Will likely come back to board as info item.	Done and noted. Staff continues to make improvements to development process and reports are brought to the board quarterly.
6	Staff report on the final plan and documents of SVGSA, and make comments if needed before they are submitted to the State.	Approval of GSP.	Done.	NA	Done. Staff reports brought to Board prior to GSP submittal in Jan 2020.
7	Provide an update on RUWAP.	Info only	Ongoing.	Updates likely to come again when Distribution Contract awarded and even more comprehensively with recycled water rate item targeted for July.	Provided Board update in Oct 2019 for RUWAP as part of the notice of completion. Updates on RUWAP will continue to be provided when items come before the board regarding the RUWAP including the Recycled Water Rate Study to come and when the distribution system contract is awarded. Also, staff provided all RUWAP agreements to Peter via email and a public records request in September 2018.
8	RW Rate Study	Approval of setting Rates for Recycled Water	In Process.	Target June Exec Committee and July Board Meeting.	In Process. Is being worked on and will be brought to Board when ready. Target July 2020. To be discussed in exec. Committee.
9	Provide regular Production Reports	Info only	In Process.	Target for June Exec Committee	In Process. Referred to Exec Committee. Will come to Board when ready pending exec committee recommendation.
10	Provide regular Recycled Water Flow Reports	Info only	In Process.	Target for June Exec Committee	In Process. Referred to Exec Committee. Will come to Board when ready pending exec committee recommendation.
11	Revise and update Board Procedure Manual. We need to revise and delete sections on Water Conservation Commission based on recent decisions by the Board. I also request the Board discuss adequate time for closed sessions and Board stipend. Move Harassment and Bullying from Employee Handbook to Board Procedure Manual.	Approval of updates to BPM.	In Process.	Target for Dec Board Meeting.	In Process. Being discussed in the Outreach Committee.

Peter Le's requested Agenda Items	Board Action Requested	Status	Coming to Board ?	Status Description
12 Additionally, the Board will consider whether MCWD wants to require all new homes to be installed with a hot-water recirculating system. If so, we need to specify how the inspection of these hot water recirculating systems be inspected and signed off before issuing occupancy.	Approval of changes to ordinance.	In Process.	Target for Dec Board Meeting.	In Process. Awaiting recommendation from WCC to provide recommended updates to ordinance, will be brought to the board when ready. Target by end of calendar year.

Per BPM, agenda items to be placed on agenda via approval from the President and VP. All agendas requests have been discussed with Pres/VP at executive committee.

2020		June				2020	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4 WCC 5:30 p.m.	5	6	
7	8	9 <u>Committees</u> Executive 10:00 a.m. B&P 9:00 a.m. Outreach 3:30 p.m.	10	11	12	13	
14	15 Board Meeting 6:30 p.m.	16	17	18	19	20	
21	22 LAFCO 4:00 p.m.	23	24 Joint City/District 5:30 p.m. Canceled	25	26	27	
28	29 M1W Board Meeting 6:00 p.m.	30					

2020		July				2020	
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
			1	2	3 Holiday	4	
5	6	7	8	9 WCC 5:30 p.m.	10	11	
12	13	14 <u>Committees</u> Executive 5:30 p.m. B&P 6:15 p.m. Outreach 6:30 p.m.	15	16	17	18	
19	20 Board Meeting 6:30 p.m.	21 SDA Meeting 6:00 p.m.	22	23	24	25	
26	27 M1W Board Meeting 6:00 p.m.  No LAFCO Meeting	28	29	30	31		