



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

Home Page: www.mcwd.org

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

DIRECTORS

JAN SHRINER
President

THOMAS P. MOORE
Vice President

HERBERT CORTEZ
GAIL MORTON
MATT ZEFFERMAN

Agenda

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

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

Monday, March 15, 2021, 6:30 p.m. PST

Due to Governor Newsom's Executive Order N-29-20 and recommendations on protocols to contain the spread of COVID-19, staff and Board members will be attending the March 15, 2021 meeting remotely from various locations and the meeting will be held via Zoom conference. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception.

There may be limited opportunity to provide verbal comments during the meeting. Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, March 15, 2021; such comments will be distributed to the MCWD Board before the meeting.

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

<https://us02web.zoom.us/j/83283052998?pwd=RnNYOG5VQkNRSmFtTWJCUHpXNEQ4UT09>

Passcode: 964911

To participate via phone, please call: 1-669-900-9128; Meeting ID: 832 8305 2998 Passcode: 964911

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

1. Call to Order

2. Roll Call

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

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road, Marina. The agenda shall also be posted at the following locations but those locations are not official agenda posting locations for purposes of section 54954.2(a)(1): City of Marina Council Chambers. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Wednesday, March 10, 2021. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5910

4. Closed Session

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

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

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

7:00 p.m. Reconvene Open Session

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

6. Pledge of Allegiance

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

8. Consent Calendar

- A. [Receive and File the Check Register for the Month of February 2021](#)
(Page 2)
- B. [Receive the Quarterly Financial Statements for October 1, 2020 to December 31, 2020](#)
(Page 10)
- C. [Consider Approving the Draft Minutes of the Regular Joint Board/GSA Meeting of February 16, 2021](#)
(Page 22)
- D. [Consider Approving the Draft Minutes of the Special Joint Board/GSA Workshop of March 1, 2021](#)
(Page 32)
- E. [Consider Approving the Draft Minutes of the Special Joint Board/GSA Workshop of March 6, 2021](#)
(Page 38)
- F. [Consider Revised Director Appointments to Committees of the Board and to Outside Agencies for 2021, and as Negotiators to any Ad Hoc Committees of the Board](#)
(Page 41)

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

- A. [Consider Adoption of Resolution No. 2021-15 to Adopt the Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Plan for the A1/A2 Reservoirs and B/C Zones Booster Pump Station Project](#)
(Page 43)
- B. [Consider Adoption of Resolution No. 2021-16 Authorizing the A1/A2 Reservoir and B/C Booster Pump Station Project – CIP # GW-0112 and to Amend the FY 2020-021 Capital Improvement Budget](#)
(Page 49)
- C. [Consider Adoption of Resolution No. 2021-17 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Marina Developers, LLC for the Sea Haven Phase 3B Development Project](#)
(Page 108)
- D. [Consider Providing Direction Regarding the Nomination to the Coastal Network, Seat A, of the California Special Districts Association Board](#)
(Page 154)

[E. Receive the Marina Coast Water District FY 2020-2021 Mid-Year Report](#)

(Page 160)

10. Staff Reports

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

(Page 171)

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

A. General Manager's Report

B. 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. Executive Committee | 8. JPIA Liaison |
| 4. Community Outreach Committee | 9. Special Districts Association |
| 5. Budget and Personnel Committee | 10. MCWD/SVBGSA Steering Committee |

12. Board Member Requests for Future Agenda Items

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

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

Special Meeting: Wednesday, March 17, 2021, 6:30 p.m.

Regular Meeting: Monday, April 19, 2021, 6:30 p.m.

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8

Meeting Date: March 15, 2021

Prepared By: Paula Riso

Approved By: Derek Cray

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 February 2021
- B) Receive the Quarterly Financial Statements for October 1, 2020 to December 31, 2020
- C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of February 16, 2021
- D) Approve the Draft Minutes of the Special Joint Board/GSA Workshop of March 1, 2021
- E) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 6, 2021
- F) Consider Revised Director Appointments to Committees of the Board and to Outside Agencies for 2021, and as Negotiators to any Ad Hoc Committees of the Board

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 February 2021; quarterly financial statements for October 1, 2020 to December 31, 2020; draft minutes of February 16, 2021; draft minutes of March 1, 2021; and, draft minutes of March 6, 2021.

Action Required: _____Resolution X Motion _____Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-A

Meeting Date: March 15, 2021

Prepared By: Kelly Cadiente

Approved By: Derek Cray

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

Staff Recommendation: The Board of Directors receive and file the February 2021 expenditures totaling \$1,281,607.16.

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 February 2021 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: February 2021 Summary Check Register.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

FEBRUARY 2021 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
02/09/2021	Wire	Friedman & Springwater LLP	27,473.00
02/09/2021	70140-70223	Check Register	152,351.92
02/17/2021	70224-70226	Check Register	71,085.14
02/26/2021	70227-70301	Check Register	553,541.21
02/05/2021	ACH	CalPERS	24,952.75
02/05/2021	ACH	Internal Revenue Service	44,265.49
02/05/2021	ACH	MassMutual Retirement Services, LLC	14,387.06
02/05/2021	ACH	State of California - EDD	10,710.40
02/05/2021	501016-501018	Payroll Checks and Direct Deposit	101,203.81
02/05/2021	501019-501020	Check Register	1,741.70
02/09/2021	501021-501034	Check Register	80,306.37
02/19/2021	ACH	CalPERS	25,017.01
02/19/2021	ACH	Internal Revenue Service	45,766.14
02/19/2021	ACH	MassMutual Retirement Services, LLC	13,347.06
02/19/2021	ACH	State of California - EDD	10,342.72
02/19/2021	501035-501037	Payroll Checks and Direct Deposit	104,239.68
02/19/2021	501038	Check Register	875.70
TOTAL DISBURSEMENTS			<u>1,281,607.16</u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
Wire	01/08/2021	02/09/2021	Friedman & Springwater LLP	Legal Fees - MCWD v CPUC, RPD Superior Court Damages Cases, CEMEX Litigation 12/2020	27,473.00
70140	01/12/2021	02/09/2021	Quinn Company	Generator Service - (14) Locations	10,536.51
70141	12/30/2020	02/09/2021	Carlons Fire Extinguisher	(1) Fire Extinguisher Refill	71.41
70142	01/04/2021	02/09/2021	Monterey Peninsula Unified School District	Water Conservation Education 12/2020	1,387.93
70143	01/31/2021	02/09/2021	Insight Planners	Web Development/ Maintenance and Hosting 01/2021	1,554.00
70144	01/10/2021	02/09/2021	Pitney Bowes (Lease)	Postage Machine Lease 11/09 - 02/08	649.44
70145	12/28/2020	02/09/2021	Home Depot Credit Services	General Supplies	1,250.70
70146	01/12/2021	02/09/2021	Grainger	General Supplies	401.78
70147	01/12/2021	02/09/2021	Area Communications	Answering Service 12/16 - 01/12	176.44
70148	12/31/2020	02/09/2021	Monterey Regional Waste Management District	Pallet Disposal - O&M Yard	105.00
70149	02/01/2021	02/09/2021	MBS Business Systems	Maintenance for (3) Copiers	1,151.18
70150	12/31/2020	02/09/2021	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies, Nitrogen UHP Gas Tank - Annual Lease Renewal	111.90
70151	12/01/2020	02/09/2021	Valley Saw and Garden Equipment	General Supplies	10.29
70152	01/22/2021	02/09/2021	Monterey Bay Analytical Services	Laboratory Testing	1,162.00
70153	12/31/2020	02/09/2021	DLT Solutions, LLC	Autodesk AutoCAD 2D 2021 Government Renewal	4,691.13
70154	01/18/2021	02/09/2021	Verizon Wireless	Cell Phone Service 01/2021	1,434.11
70155	01/21/2021	02/09/2021	Orkin Franchise 925	BLM/ IOP Pest Control 01/2021	191.00
70156	12/31/2020	02/09/2021	Johnson Controls Security Solutions LLC	Alarm Installation Fee - IOP Office	938.03
70157	12/28/2020	02/09/2021	Cypress Coast Ford	Oil Change - Vehicle #1501	96.72
70158	01/01/2021	02/09/2021	Maynard Group	Damaged Feeder Cable Replacement for Wireless Bridge - IOP Office, AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 01/2021	4,493.72
70159	12/31/2020	02/09/2021	DataProse, LLC	Customer Billing Statements 12/2020	4,429.59
70160	01/22/2021	02/09/2021	Jonathan P Lord	Storage Boxes for Education Program	114.55
70161	01/23/2021	02/09/2021	NEC Financial Services, Inc.	Phone Equipment Lease 01/2021	335.76
70162	01/13/2021	02/09/2021	Carollo Engineers, Inc.	Construction Meetings, Submittal Review, RFI's, Design Clarification - RUWAP	12,046.38
70163	01/04/2021	02/09/2021	American Supply Company	Janitorial Supplies	390.18
70164	12/31/2020	02/09/2021	The Paul Davis Partnership, LLP	Conceptual Design Phase - IOP	2,125.00
70165	01/28/2021	02/09/2021	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	27.81
70166	01/27/2021	02/09/2021	Val's Plumbing & Heating, Inc.	HVAC Repair - BLM	1,274.28
70167	01/25/2021	02/09/2021	McGrath Rent Corp.	Modular Office - Water Resources 02/2021	743.69
70168	01/07/2021	02/09/2021	Integrity Print & Design LLC	(500) Letterhead	111.44
70169	11/29/2020	02/09/2021	Calcon Systems, Inc.	Communications Repair - Emergency B/C Booster, Level Transducer Replacement - B/C Booster	1,310.00
70170	12/31/2020	02/09/2021	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
70171	01/20/2021	02/09/2021	Daiohs USA	Coffee Supplies	425.70
70172	12/31/2020	02/09/2021	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
70173	01/04/2021	02/09/2021	CLK Supplies, LLC	(18) Schlage Locks	322.56

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70174	01/24/2021	02/09/2021	Voyager Fleet Systems, Inc.	Fleet Gasoline	3,128.19
70175	01/09/2021	02/09/2021	Graniterock Company	3.38 tons Coarse Plaster Sand, 7.70 tons Aggregate Base	783.53
70176	01/11/2021	02/09/2021	Centro Print Solutions	W2, 1099 Forms/ Envelopes	121.74
70177	01/06/2021	02/09/2021	U.S. Bank Corporate Payment Systems	Advertisement - Accountant and Engineering Tech, GFOA CAFR Application Fee, DefibTech LifeLine AED Business Package, Electrical Safety in the Workplace Training, Water Main Installation/ Inspection Training, Cloud Hosted Server - CityWorks/ ESRI, SCADA Internet Service, SCADA Mobile/ Laptop Hotspot, Zoom Pro/ Webinar Service, General Supplies	7,145.33
70178	01/06/2021	02/09/2021	Las Animas Concrete, LLC	(6) Large Concrete Blocks - O&M Yard	327.76
70179	12/30/2020	02/09/2021	Marina Tire & Auto Repair	Oil Change - Vehicle #1304	70.00
70180	01/12/2021	02/09/2021	Richards, Watson & Gershon	Legal Fees - Opp to Cal AM Asserted Water Rights to CEMEX Prop, Regional Project Litigation 12/2020	11,045.39
70181	01/13/2021	02/09/2021	Raftelis Financial Consultants, Inc.	Recycled Water Rate Study 12/2020	3,506.25
70182	01/25/2021	02/09/2021	U.S. Bank National Association	IOP Office Copier Lease (C650I) 02/2021	287.34
70183	01/11/2021	02/09/2021	Conservation Rebate Program	18811 Sedgwick Ln - Washer Rebate	150.00
70184	01/11/2021	02/09/2021	Conservation Rebate Program	15129 Breckinridge Ave - Washer Rebate	150.00
70185	01/15/2021	02/09/2021	Conservation Rebate Program	313 Metz Rd - Washer Rebate	100.00
70186	01/20/2021	02/09/2021	Conservation Rebate Program	19218 Coliseum Ln - Washer Rebate	150.00
70187	01/21/2021	02/09/2021	Conservation Rebate Program	268 Cosky Dr - (2) Toilet Rebates	150.00
70188	01/12/2021	02/09/2021	Remy Moose Manley, LLP	Legal Fees - Desalination Plan/ MPWSP, H2O 12/2020	3,090.50
70189	02/02/2021	02/09/2021	Monterey Bay Technologies, Inc.	IT Support Services 02/2021	3,451.00
70190	01/29/2021	02/09/2021	ICONIX Waterworks (US), Inc.	2" and 6" Cla-Val Control Valves, Repair Clamps, Cla-Val Rebuild Kits, Valve Box Lockout Devices, General Supplies	18,843.92
70191	01/25/2021	02/09/2021	Conservation Rebate Program	705 Brown Ct - Washer Rebate	150.00
70192	02/04/2021	02/09/2021	Eurofins Eaton Analytical, Inc.	Laboratory Testing	1,805.00
70193	12/31/2020	02/09/2021	The Pun Group, LLP	2020 Audit - Final Billing	4,000.00
70194	01/08/2021	02/09/2021	Griffith, Masuda & Hobbs	Legal Fees - Bay View Mobile Home Park, East Garrison Community Association, GSA (ACWA-JPIA, Local Coastal Development Permit, Groundwater, PWM Expansion/ Project), Developers (Campus Town, Marina Station, Wathen-Castanos Homes), General Matters 12/2020	25,497.00
70195	01/21/2021	02/09/2021	Access Monterey Peninsula, Inc.	Filming and Production 01/2021	460.00
70196	01/25/2021	02/09/2021	Conservation Rebate Program	3030 Antietam Ct - Washer Rebate	150.00
70197	02/03/2021	02/09/2021	Conservation Rebate Program	3035 Sunrise Ave - Washer Rebate	100.00
70198	01/25/2021	02/09/2021	Conservation Rebate Program	2958 Bluffs Dr - Landscape Rebate	130.00
70199	12/31/2020	02/09/2021	Western Exterminator Company	Pest Control - Beach Office 12/2020	91.50
70200	12/31/2020	02/09/2021	Iron Mountain, Inc.	Shredding Service 12/2020	189.82
70201	01/28/2021	02/09/2021	AT&T	Phone and Alarm Line Services 01/2021	225.27
70202	02/02/2021	02/09/2021	Conservation Rebate Program	13625 Sherman Blvd - Washer Rebate	150.00
70203	01/01/2021	02/09/2021	Simpler Systems, Inc.	UB Datapp Maintenance 01/2021	500.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70204	12/31/2020	02/09/2021	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 12/2020	359.48
70205	02/01/2021	02/09/2021	Pure Janitorial, LLC	Janitorial Service - Beach/Ord/IOP Offices 01/2021	4,800.00
70206	02/01/2021	02/09/2021	Conservation Rebate Program	146 Lakewood Dr - Hot Water Recirculation Pump Rebate	250.00
70207	01/01/2021	02/09/2021	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 12/2020	38.00
70208	01/29/2021	02/09/2021	Conservation Rebate Program	309 Kalborn Rd - Washer Rebate	150.00
70209	01/28/2021	02/09/2021	Conservation Rebate Program	271 10th St - Washer Rebate	150.00
70210	01/29/2021	02/09/2021	Conservation Rebate Program	3129 Ocean Ter - Toilet Rebate	50.00
70211	01/29/2021	02/09/2021	Conservation Rebate Program	592 Bluffs Dr - Landscape Rebate	106.82
70212	01/04/2021	02/09/2021	Ferguson Enterprises, Inc.	Janitorial Supplies	400.10
70213	01/11/2021	02/09/2021	Interstate Battery of San Jose	(2) 4D-XHD, (2) 31-MHD, and (3) MTP-65HD Batteries	1,016.09
70214	01/14/2021	02/09/2021	Alameda Electrical Distributors, Inc.	Replacement PLC Cabinet Door - F Booster, General Supplies	728.98
70215	01/01/2021	02/09/2021	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 01/2021	777.38
70216	01/27/2021	02/09/2021	Customer Service Refund	Refund Check - 3013 Lighthouse Ln	35.00
70217	01/27/2021	02/09/2021	Customer Service Refund	Refund Check - 13973 Sherman Blvd	205.17
70218	01/27/2021	02/09/2021	Customer Service Refund	Refund Check - Hydrant Meter	1,766.47
70219	01/27/2021	02/09/2021	Customer Service Refund	Refund Check - 3189 Tallmon St	21.85
70220	01/27/2021	02/09/2021	Customer Service Refund	Refund Check - 2717 3rd Ave	35.00
70221	01/27/2021	02/09/2021	Customer Service Refund	Refund Check - 1511 Devers Ct	51.95
70222	01/27/2021	02/09/2021	Customer Service Refund	Refund Check - 350 Hillcrest Ave	2.75
70223	01/27/2021	02/09/2021	Customer Service Refund	Refund Check - 17900 Kearny St #522	97.60
70224	02/10/2021	02/17/2021	PG&E	Gas and Electric Service 01/2021	66,931.47
70225	01/25/2021	02/17/2021	MUFG Union Bank, N.A.	2019 Bond Administration Fee 01/2021 - 12/2021	2,990.00
70226	02/06/2021	02/17/2021	TIAA Commercial Finance, Inc.	(3) Office Copiers, eCopy ScanStation Leases 02/2021	1,163.67
70227	01/31/2021	02/26/2021	Ace Hardware of Watsonville, Inc.	General Supplies	1,006.73
70228	02/12/2021	02/26/2021	Becks Shoe Store, Inc. - Salinas	Boot Benefit	190.37
70229	01/28/2021	02/26/2021	Home Depot Credit Services	General Supplies	643.44
70230	02/02/2021	02/26/2021	Grainger	General Supplies	1,306.93
70231	02/09/2021	02/26/2021	Area Communications	Answering Service 01/13 - 02/09	139.00
70232	12/31/2020	02/26/2021	Schaaf & Wheeler	Design Phase - A1/A2 Tanks B/C, Permit Fee for Coastal Commission Application - Ord Village LS, Initial Analysis and Drafting Notice Letters - 2020 UWMP, Dunes 2 East - Civil Plan Review	61,360.87
70233	01/08/2021	02/26/2021	Monterey Peninsula Engineering	RUWAP Distribution System - Construction Pmt #6	349,796.58
70234	01/31/2021	02/26/2021	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
70235	01/31/2021	02/26/2021	The Californian	Notification to Bidders - A1/A2 Reservoirs and B/C Booster Pump, Notification to Bidders - Ord Village LS	1,900.94
70236	01/31/2021	02/26/2021	Monterey Newspapers Partnership	Notification to Bidders - A1/A2 Reservoirs and B/C Booster Pump, Notification to Bidders - Ord Village LS	1,960.92
70237	12/30/2020	02/26/2021	Valley Saw and Garden Equipment	General Supplies	51.22
70238	02/23/2021	02/26/2021	Monterey Bay Analytical Services	Laboratory Testing	6,180.00
70239	02/05/2021	02/26/2021	Water Awareness Comm Mtry	2021 Membership Dues	1,000.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70240	01/31/2021	02/26/2021	Monterey One Water	Sewer Treatment Charge 01/2021 - 02/2021	392.90
70241	02/05/2021	02/26/2021	Staples Credit Plan	Office Supplies	1,012.93
70242	02/10/2021	02/26/2021	Orkin Franchise 925	BLM/ IOP Pest Control 02/2021	191.00
70243	01/19/2021	02/26/2021	Valley Electric Motor Service	Rebuild of C-5 Motor	1,379.16
70244	02/19/2021	02/26/2021	Federal Express	Shipping Charges	84.96
70245	02/01/2021	02/26/2021	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 02/2021	4,162.28
70246	01/29/2021	02/26/2021	HD Supply Facilities Maintenance LTD	General Supplies	110.98
70247	01/31/2021	02/26/2021	DataProse, LLC	Customer Billing Statements 01/2021	4,358.64
70248	01/26/2021	02/26/2021	Commercial Truck Co.	Oil Change - Vehicles #0801 and #2001	1,016.56
70249	02/19/2021	02/26/2021	NEC Financial Services, Inc.	Phone Equipment Lease 02/2021	335.76
70250	02/08/2021	02/26/2021	Carollo Engineers, Inc.	Construction Meetings, Submittal Review, RFI's - RUWAP	6,245.85
70251	12/08/2020	02/26/2021	Federico Imprints	Yellow Safety Shirts - O&M	934.09
70252	12/18/2020	02/26/2021	SWRCB	Community Water System Drinking Water Program Fees FY 2021	29,249.00
70253	01/26/2021	02/26/2021	Fastenal Industrial & Construction Supplies	General Supplies	30.54
70254	01/25/2021	02/26/2021	Integrity Print & Design LLC	(9,500) Business Cards	809.79
70255	02/02/2021	02/26/2021	Univar Solutions USA, Inc.	(600) gals Chlorine - Intermediate Reservoir	1,285.94
70256	01/31/2021	02/26/2021	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
70257	02/17/2021	02/26/2021	Daihs USA	Coffee Supplies - IOP Office	356.89
70258	01/31/2021	02/26/2021	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
70259	05/21/2020	02/26/2021	Conservation Rebate Program	4500 Peninsula Point Dr - Washer Rebate (Check Re-Issue)	150.00
70260	02/02/2021	02/26/2021	Global Equipment Company, Inc.	Deposit Drop Box - Beach Office	114.60
70261	02/02/2021	02/26/2021	Green Rubber-Kennedy AG, LP	Waterworks Supplies	1,843.99
70262	02/08/2021	02/26/2021	U.S. Bank Corporate Payment Systems	(30) 25 Person First Aid Kits - Fleet, Advertisement - Accountant and Engineering Tech, Hotel for Backflow Prevention Assembly Certification, Cloud Hosted Server - CityWorks/ ESRI, SCADA Internet Service, SCADA Mobile/ Laptop Hotspot, Zoom Pro/ Webinar Service, General Supplies	6,141.41
70263	02/09/2021	02/26/2021	Marina Tire & Auto Repair	Oil Change - Vehicles #1305 and #1238	150.00
70264	01/07/2021	02/26/2021	Edges Electrical Group, LLC	150A Plug - Reservation LS, 150AMP Receptacle - Reservation LS, Trickle Charger	2,744.81
70265	12/02/2020	02/26/2021	C&N Manufacturing, Inc.	(14) MCWD O&M Jackets	2,149.00
70266	02/03/2021	02/26/2021	Abacherli Fence Co.	Fence Repair - Beach Office	2,175.00
70267	02/17/2021	02/26/2021	Conservation Rebate Program	423 Reindollar Ave - Toilet Rebate	50.00
70268	02/09/2021	02/26/2021	Eurofins Eaton Analytical, Inc.	Laboratory Testing	200.00
70269	01/28/2021	02/26/2021	Evoqua Water Technologies, LLC	Chemical Pump Maintenance, Hydrogen Sulfide Monitoring - EG LS	2,478.26
70270	01/31/2021	02/26/2021	Peninsula Messenger LLC	Courier Service 02/2021	163.00
70271	01/31/2021	02/26/2021	Western Exterminator Company	Pest Control - Beach Office 01/2021	97.91
70272	01/31/2021	02/26/2021	Iron Mountain, Inc.	Shredding Service 01/2021	194.18
70273	02/01/2021	02/26/2021	Simpler Systems, Inc.	UB Datapp Maintenance 02/2021	500.00
70274	01/29/2021	02/26/2021	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 01/2021	368.21

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70275	01/30/2021	02/26/2021	Johnson Electronics	BLM Fire Alarm Monitoring 01/2021 - 03/2021	84.00
70276	01/29/2021	02/26/2021	EKI Environment & Water, Inc.	Groundwater Planning Sustainability Study, Monterey Subbasin Groundwater Sustainability Plan Prop 68, Seawater Intrusion Working Group and Associated Analyses	41,318.46
70277	02/06/2021	02/26/2021	Scudder Roofing Co.	Roof Repair - BLM	3,600.96
70278	02/04/2021	02/26/2021	R&B Company	Impeller	264.16
70279	02/01/2021	02/26/2021	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 01/2021	38.00
70280	02/10/2021	02/26/2021	Conservation Rebate Program	322 Brittany Rd - Washer Rebate	150.00
70281	02/16/2021	02/26/2021	Conservation Rebate Program	3252 Villa Cir - Toilet Rebate	50.00
70282	02/11/2021	02/26/2021	Conservation Rebate Program	3132 Ocean Ter - (3) Toilet Rebates	225.00
70283	02/17/2021	02/26/2021	Conservation Rebate Program	4480 Peninsula Point Dr - (3) Toilet Rebates	387.00
70284	02/08/2021	02/26/2021	SBRK Finance Holdings, Inc.	Professional Services - Server Migration	1,098.50
70285	02/05/2021	02/26/2021	California Marine Sanctuary Foundation	Greater Monterey County Integrated Regional Water Management Program 2021	3,000.00
70286	02/01/2021	02/26/2021	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 02/2021	777.38
70287	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 1511 Devers Ct	78.47
70288	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - Hydrant Meter	1,354.62
70289	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 21614 Ord Ave	170.84
70290	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 19230 Coliseum Ln	381.01
70291	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 19226 Coliseum Ln	45.93
70292	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 18835 Sedgwick Ln	76.28
70293	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 14725 Kit Carson Dr	52.25
70294	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 19339 Stonehenge Ln	78.37
70295	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 238 Michelle Ct	42.50
70296	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - Hydrant Meter	1,272.50
70297	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 14737 Kit Carson Dr	86.55
70298	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 2716 Bungalow Dr	46.06
70299	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 19335 Stonehenge Ln	67.96
70300	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 19234 Coliseum Ln	96.35
70301	02/22/2021	02/26/2021	Customer Service Refund	Refund Check - 19331 Stonehenge Ln	381.01
ACH	02/05/2021	02/05/2021	CalPERS	Payroll Ending 01/29/2021	24,952.75
ACH	02/05/2021	02/05/2021	Internal Revenue Service	Payroll Ending 01/29/2021	44,265.49
ACH	02/05/2021	02/05/2021	MassMutual Retirement Services, LLC	Payroll Ending 01/29/2021	14,387.06
ACH	02/05/2021	02/05/2021	State of California - EDD	Payroll Ending 01/29/2021	10,710.40
501016-501018	02/05/2021	02/05/2021	Payroll Checks and Direct Deposit	Payroll Ending 01/29/2021	101,203.81
501019	02/05/2021	02/05/2021	General Teamsters Union	Payroll Ending 01/29/2021	866.00
501020	02/05/2021	02/05/2021	WageWorks, Inc.	Payroll Ending 01/29/2021	875.70
501021	02/05/2021	02/09/2021	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 03/2021	71,176.20
501022	01/14/2021	02/09/2021	CWEA - Monterey Bay Section	Membership Renewal	384.00
501023	01/25/2021	02/09/2021	AFLAC	Employee Paid Benefits 01/2021	1,675.38

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
501024	01/28/2021	02/09/2021	Thomas P. Moore	Board Compensation 01/2021	100.00
501025	01/28/2021	02/09/2021	Matthew Zefferman	Board Compensation 01/2021	50.00
501026	01/27/2021	02/09/2021	Pinnacle Medical Group, Inc.	Drug Test (DOT)	230.00
501027	01/18/2021	02/09/2021	Principal Life	Employee Paid Benefits 02/2021	332.02
501028	01/08/2021	02/09/2021	Lincoln National Life Insurance Company	Life, Short/ Long Term, AD&D Insurance 02/2021	2,778.63
501029	02/02/2021	02/09/2021	Boutin Jones, Inc.	Legal Fees - Employment	1,862.00
501030	01/15/2021	02/09/2021	WageWorks, Inc.	FSA Admin Fees 12/2020	152.00
501031	01/28/2021	02/09/2021	Herbert Cortez	Board Compensation 01/2021	100.00
501032	01/15/2021	02/09/2021	Transamerica Life Insurance Company	Employee Paid Benefits 01/2021	786.50
501033	01/31/2021	02/09/2021	Cintas Corporation No. 630	Uniforms, Towels, Rugs 01/2021	579.64
501034	01/28/2021	02/09/2021	Jan Shriner	Board Compensation 01/2021	100.00
ACH	02/19/2021	02/19/2021	CalPERS	Payroll Ending 02/12/2021	25,017.01
ACH	02/19/2021	02/19/2021	Internal Revenue Service	Payroll Ending 02/12/2021	45,766.14
ACH	02/19/2021	02/19/2021	MassMutual Retirement Services, LLC	Payroll Ending 02/12/2021	13,347.06
ACH	02/19/2021	02/19/2021	State of California - EDD	Payroll Ending 02/12/2021	10,342.72
501035- 501037	02/19/2021	02/19/2021	Payroll Checks and Direct Deposit	Payroll Ending 02/12/2021	104,239.68
501038	02/19/2021	02/19/2021	WageWorks, Inc.	Payroll Ending 02/12/2021	875.70
Total Disbursements for February 2021					1,281,607.16

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-B

Meeting Date: March 15, 2021

Prepared By: Kelly Cadiente

Approved By: Derek Cray

Agenda Title: Receive the Quarterly Financial Statements for October 1, 2020 to December 31, 2020

Staff Recommendation: The Board receives the Quarterly Financial Statements for October 1, 2020 to December 31, 2020.

Background: *District Strategic Plan, Strategic Element No. 3.2 – Regular Financial Updates to Policymakers and Managers.*

Discussion/Analysis: All figures reported for the quarter are based on accrual basis accounting. The District’s consolidated financial statement for the quarter includes operating revenues of \$4.302 million and expenses of \$3.908 million, resulting in a net gain from operations of \$0.394 million. The District budget projected net gain from operations of \$0.067 million for the same period.

The difference between the actual net gain from operations for the quarter from the budget gain expectation is \$0.327 million due to the timing of when revenues are earned, and expenses are accrued producing different results than those in which the annual budget amounts are divided evenly by quarter.

Summary of Cost Centers:

Description	Actual Qtr	Budget Qtr	Actual FYTD	Budget FYTD
Marina Water				
Revenue	1,061,366	1,123,888	1,894,929	2,247,776
Expenses	<u>881,607</u>	<u>1,023,186</u>	<u>1,793,071</u>	<u>2,046,371</u>
Net Gain/(Loss)	179,759	100,702	101,858	201,405
Marina Sewer				
Revenue	356,087	378,345	624,783	756,690
Expenses	<u>220,071</u>	<u>243,164</u>	<u>377,710</u>	<u>486,331</u>
Net Gain/(Loss)	136,016	135,181	247,073	270,359
Ord Community Water				
Revenue	2,096,359	2,136,750	4,209,275	4,273,500
Expenses	<u>2,139,090</u>	<u>2,429,853</u>	<u>4,093,122</u>	<u>4,859,710</u>
Net Gain/(Loss)	(42,731)	(293,103)	116,153	(586,210)

Ord Community Sewer				
Revenue	788,486	783,257	1,470,691	1,566,514
Expenses	<u>529,194</u>	<u>555,764</u>	<u>863,687</u>	<u>1,111,530</u>
Net Gain/(Loss)	259,292	227,493	607,004	454,984
Recycled Water Project				
Revenue	1	50	1	100
Expenses	<u>138,284</u>	<u>102,964</u>	<u>144,764</u>	<u>205,928</u>
Net Gain/(Loss)	(138,283)	(102,914)	(144,763)	(205,828)
Consolidated Cost Centers				
Revenue	4,302,299	4,422,290	8,199,679	8,844,580
Expenses	<u>3,908,246</u>	<u>4,354,931</u>	<u>7,272,354</u>	<u>8,709,870</u>
Net Gain/(Loss)	394,053	67,359	927,325	134,710

As of December 31, 2020, the District had \$21.359 million in liquid investments. The District also had \$16.802 million of 2019 Revenue Certificates of Participation Project Funds.

The District owed \$17.585 million for the new 2019 Revenue Certificates of Participation, \$26.050 million for the 2015 Senior Revenue Refunding Bonds Series A as well as \$2.508 million to Holman Capital Corporation for the conversion of the Rabobank N.A. construction loan for the BLM building, and \$2.012 million to BVAA Compass Bank Line of Credit for the Regional Urban Water Augmentation Project as of December 31, 2020.

Environmental Review Compliance: None required.

Financial Impact: Yes No Funding Source/Recap: None

Other Considerations: None

Material Included for Information/Consideration: Quarterly Financial Statements, Investments and Debt Summary Statements.

Action Required: Resolution Motion Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

MARINA COAST WATER DISTRICT
INCOME STATEMENT
OCTOBER 1, 2020 TO DECEMBER 31, 2020
(UNAUDITED)

CONSOLIDATED

	CURRENT QUARTER				YEAR-TO-DATE			
	2020/2021	2019/2020	\$ VARIANCE	% VARIANCE	2020/2021	2019/2020	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	3,021,415	2,900,429	120,986	4.17%	5,827,441	6,085,122	(257,681)	(4.23%)
SEWER SALES	1,129,508	1,098,783	30,725	2.80%	2,066,340	2,190,770	(124,430)	(5.68%)
INTEREST INCOME	28,954	78,506	(49,552)	(63.12%)	71,611	162,100	(90,489)	(55.82%)
OTHER REVENUE	122,422	197,853	(75,431)	(38.12%)	234,287	389,870	(155,583)	(39.91%)
TOTAL REVENUES	4,302,299	4,275,571	26,728	0.63%	8,199,679	8,827,862	(628,183)	(7.12%)
EXPENSES								
ADMINISTRATIVE	1,582,275	1,636,757	(54,482)	(3.33%)	3,282,035	2,979,020	303,015	10.17%
OPERATING & MAINTENANCE	927,233	951,117	(23,884)	(2.51%)	1,903,780	1,823,794	79,986	4.39%
LABORATORY	23,373	88,978	(65,605)	(73.73%)	41,436	164,729	(123,293)	(74.85%)
CONSERVATION	62,029	104,561	(42,532)	(40.68%)	121,603	184,059	(62,456)	(33.93%)
ENGINEERING	250,743	262,734	(11,991)	(4.56%)	501,078	538,641	(37,563)	(6.97%)
WATER RESOURCES	221,863	204,166	17,697	8.67%	464,572	365,548	99,024	27.09%
INTEREST EXPENSE	799,728	595,618	204,110	34.27%	879,563	643,463	236,100	36.69%
FRANCHISE FEE	41,002	182,227	(141,225)	(77.50%)	78,287	364,522	(286,235)	(78.52%)
TOTAL EXPENSES	3,908,246	4,026,158	(117,912)	(2.93%)	7,272,354	7,063,776	208,578	2.95%
NET GAIN (LOSS) FROM OPERATIONS	394,053	249,413	144,640	57.99%	927,325	1,764,086	(836,761)	(47.43%)
CAPACITY FEE/ CAPITAL SURCHARGE	497,858	1,066,299	(568,441)	(53.31%)	703,966	1,841,249	(1,137,283)	(61.77%)
CONTRIBUTIONS/ GRANT REVENUE	0	879,173	(879,173)	(100.00%)	0	879,173	(879,173)	(100.00%)
NON-OPERATING REVENUE	79,569	151,302	(71,733)	(47.41%)	157,177	249,078	(91,901)	(36.90%)
CAPITAL IMPROVEMENT PROJECT	2,277,838	1,152,330	1,125,508	97.67%	4,716,693	2,131,597	2,585,096	121.28%
DEVELOPER REVENUE	40,580	95,462	(54,882)	(57.49%)	104,030	183,114	(79,084)	(43.19%)
DEVELOPER EXPENSES	28,998	97,770	(68,772)	(70.34%)	85,594	177,272	(91,678)	(51.72%)

MARINA COAST WATER DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
OCTOBER 1, 2020 TO DECEMBER 31, 2020
(UNAUDITED)

CONSOLIDATED

	MW FUND		MS FUND		OW FUND		OS FUND		RW FUND		CONSOLIDATED		CONSOLIDATED (YTD)	
	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET
REVENUES														
WATER SALES	1,039,574	1,095,889	0	0	1,981,841	2,022,894	0	0	0	0	3,021,415	3,118,783	5,827,441	6,237,566
SEWER SALES	0	0	351,678	371,965	0	0	777,830	774,943	0	0	1,129,508	1,146,908	2,066,340	2,293,816
INTEREST INCOME	5,532	12,519	1,224	5,010	16,016	20,100	6,181	3,784	1	50	28,954	41,463	71,611	82,926
OTHER REVENUE	16,260	15,480	3,185	1,370	98,502	93,756	4,475	4,530	0	0	122,422	115,136	234,287	230,272
TOTAL REVENUES	1,061,366	1,123,888	356,087	378,345	2,096,359	2,136,750	788,486	783,257	1	50	4,302,299	4,422,290	8,199,679	8,844,580
EXPENSES														
ADMINISTRATIVE	356,985	335,481	54,162	65,141	1,032,409	857,989	122,101	153,619	16,618	300	1,582,275	1,412,530	3,282,035	2,825,062
OPERATING & MAINTENANCE	226,769	276,097	96,763	120,148	426,377	514,896	177,324	228,652	0	0	927,233	1,139,793	1,903,780	2,279,588
LABORATORY	7,999	26,483	0	0	15,374	64,835	0	0	0	0	23,373	91,318	41,436	182,637
CONSERVATION	25,414	43,998	0	0	36,615	72,043	0	0	0	0	62,029	116,041	121,603	232,083
ENGINEERING	60,388	83,670	15,001	21,098	140,366	249,228	34,988	46,477	0	0	250,743	400,473	501,078	800,947
WATER RESOURCES	88,575	176,090	0	0	133,288	412,760	0	0	0	0	221,863	588,850	464,572	1,177,700
INTEREST EXPENSE	115,477	81,367	54,145	36,777	323,638	229,352	184,802	122,016	121,666	102,664	799,728	572,176	879,563	1,144,353
FRANCHISE FEE	0	0	0	0	31,023	28,750	9,979	5,000	0	0	41,002	33,750	78,287	67,500
TOTAL EXPENSES	881,607	1,023,186	220,071	243,164	2,139,090	2,429,853	529,194	555,764	138,284	102,964	3,908,246	4,354,931	7,272,354	8,709,870
NET GAIN (LOSS) FROM OPERATIONS	179,759	100,702	136,016	135,181	(42,731)	(293,103)	259,292	227,493	(138,283)	(102,914)	394,053	67,359	927,325	134,710
CAPACITY FEE/ CAPITAL SURCHARGE	59,376	22,630	27,490	12,233	303,430	599,948	107,562	221,753	0	0	497,858	856,564	703,966	1,713,127
CONTRIBUTIONS/ GRANT REVENUE	0	82,813	0	0	0	124,220	0	0	0	0	0	207,033	0	414,067
NON-OPERATING REVENUE	22,280	23,603	6,365	6,744	39,784	42,148	11,140	11,802	0	0	79,569	84,297	157,177	168,594
CAPITAL IMPROVEMENT PROJECT	29,912	0	127	0	83,155	0	593,896	0	1,570,748	0	2,277,838	0	4,716,693	0
DEVELOPER REVENUE	5,593	7,500	80	1,000	14,180	50,000	20,727	25,000	0	0	40,580	83,500	104,030	167,000
DEVELOPER EXPENSES	3,942	10,000	0	2,500	19,048	87,500	6,008	26,250	0	0	28,998	126,250	85,594	252,500

MARINA COAST WATER DISTRICT
INCOME STATEMENT
OCTOBER 1, 2020 TO DECEMBER 31, 2020
(UNAUDITED)

MARINA WATER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	1,039,574	1,095,889	(56,315)	(5.14%)	1,851,029	2,191,778	(340,749)	(15.55%)
SEWER SALES	0	0	0	0.00%	0	0	0	0.00%
INTEREST INCOME	5,532	12,519	(6,987)	(55.81%)	13,991	25,038	(11,047)	(44.12%)
OTHER REVENUE	16,260	15,480	780	5.04%	29,909	30,960	(1,051)	(3.39%)
TOTAL REVENUES	1,061,366	1,123,888	(62,522)	(5.56%)	1,894,929	2,247,776	(352,847)	(15.70%)
EXPENSES								
ADMINISTRATIVE	356,985	335,481	21,504	6.41%	823,656	670,961	152,695	22.76%
OPERATING & MAINTENANCE	226,769	276,097	(49,328)	(17.87%)	464,782	552,194	(87,412)	(15.83%)
LABORATORY	7,999	26,483	(18,484)	(69.80%)	13,372	52,966	(39,594)	(74.75%)
CONSERVATION	25,414	43,998	(18,584)	(42.24%)	48,749	87,996	(39,247)	(44.60%)
ENGINEERING	60,388	83,670	(23,282)	(27.83%)	120,900	167,340	(46,440)	(27.75%)
WATER RESOURCES	88,575	176,090	(87,515)	(49.70%)	185,579	352,180	(166,601)	(47.31%)
INTEREST EXPENSE	115,477	81,367	34,110	41.92%	136,033	162,734	(26,701)	(16.41%)
FRANCHISE/MEMBERSHIP FEES	0	0	0	0.00%	0	0	0	0.00%
TOTAL EXPENSES	881,607	1,023,186	(141,579)	(13.84%)	1,793,071	2,046,371	(253,300)	(12.38%)
NET GAIN (LOSS) FROM OPERATIONS	179,759	100,702	79,057	78.51%	101,858	201,405	(99,547)	(49.43%)
CAPACITY FEE/ CAPITAL SURCHARGE	59,376	22,630	36,746	162.38%	95,776	45,260	50,516	111.61%
CONTRIBUTIONS/ GRANT REVENUE	0	82,813	(82,813)	(100.00%)	0	165,627	(165,627)	(100.00%)
NON-OPERATING REVENUE	22,280	23,603	(1,323)	(5.61%)	44,010	47,206	(3,196)	(6.77%)
CAPITAL IMPROVEMENT PROJECT	29,912	0	29,912	100.00%	78,744	0	78,744	100.00%
DEVELOPER REVENUE	5,593	7,500	(1,907)	(25.43%)	5,960	15,000	(9,040)	(60.27%)
DEVELOPER EXPENSES	3,942	10,000	(6,058)	(60.58%)	4,149	20,000	(15,851)	(79.26%)

MARINA COAST WATER DISTRICT
INCOME STATEMENT
OCTOBER 1, 2020 TO DECEMBER 31, 2020
(UNAUDITED)

MARINA SEWER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	0	0	0	0.00%	0	0	0	0.00%
SEWER SALES	351,678	371,965	(20,287)	(5.45%)	617,402	743,930	(126,528)	(17.01%)
INTEREST INCOME	1,224	5,010	(3,786)	(75.57%)	3,265	10,020	(6,755)	(67.42%)
OTHER REVENUE	3,185	1,370	1,815	132.48%	4,116	2,740	1,376	50.22%
TOTAL REVENUES	356,087	378,345	(22,258)	(5.88%)	624,783	756,690	(131,907)	(17.43%)
EXPENSES								
ADMINISTRATIVE	54,162	65,141	(10,979)	(16.85%)	104,929	130,283	(25,354)	(19.46%)
OPERATING & MAINTENANCE	96,763	120,148	(23,385)	(19.46%)	182,840	240,297	(57,457)	(23.91%)
LABORATORY	0	0	0	0.00%	0	0	0	0.00%
CONSERVATION	0	0	0	0.00%	0	0	0	0.00%
ENGINEERING	15,001	21,098	(6,097)	(28.90%)	29,923	42,196	(12,273)	(29.09%)
WATER RESOURCES	0	0	0	0.00%	0	0	0	0.00%
INTEREST EXPENSE	54,145	36,777	17,368	47.23%	60,018	73,555	(13,537)	(18.40%)
FRANCHISE/MEMBERSHIP FEES	0	0	0	0.00%	0	0	0	0.00%
TOTAL EXPENSES	220,071	243,164	(23,093)	(9.50%)	377,710	486,331	(108,621)	(22.33%)
NET GAIN (LOSS) FROM OPERATIONS	136,016	135,181	835	0.62%	247,073	270,359	(23,286)	(8.61%)
CAPACITY FEE/ CAPITAL SURCHARGE	27,490	12,233	15,257	124.72%	42,538	24,467	18,071	73.86%
CONTRIBUTIONS/ GRANT REVENUE	0	0	0	0.00%	0	0	0	0.00%
NON-OPERATING REVENUE	6,365	6,744	(379)	(5.62%)	12,574	13,488	(914)	(6.78%)
CAPITAL IMPROVEMENT PROJECT	127	0	127	100.00%	4,896	0	4,896	100.00%
DEVELOPER REVENUE	80	1,000	(920)	(92.00%)	240	2,000	(1,760)	(88.00%)
DEVELOPER EXPENSES	0	2,500	(2,500)	(100.00%)	0	5,000	(5,000)	(100.00%)

MARINA COAST WATER DISTRICT
INCOME STATEMENT
OCTOBER 1, 2020 TO DECEMBER 31, 2020
(UNAUDITED)

ORD COMMUNITY WATER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	1,981,841	2,022,894	(41,053)	(2.03%)	3,976,412	4,045,788	(69,376)	(1.71%)
SEWER SALES	0	0	0	0.00%	0	0	0	0.00%
INTEREST INCOME	16,016	20,100	(4,084)	(20.32%)	38,466	40,200	(1,734)	(4.31%)
OTHER REVENUE	98,502	93,756	4,746	5.06%	194,397	187,512	6,885	3.67%
TOTAL REVENUES	2,096,359	2,136,750	(40,391)	(1.89%)	4,209,275	4,273,500	(64,225)	(1.50%)
EXPENSES								
ADMINISTRATIVE	1,032,409	857,989	174,420	20.33%	2,097,344	1,715,979	381,365	22.22%
OPERATING & MAINTENANCE	426,377	514,896	(88,519)	(17.19%)	916,557	1,029,792	(113,235)	(11.00%)
LABORATORY	15,374	64,835	(49,461)	(76.29%)	28,064	129,671	(101,607)	(78.36%)
CONSERVATION	36,615	72,043	(35,428)	(49.18%)	72,854	144,087	(71,233)	(49.44%)
ENGINEERING	140,366	249,228	(108,862)	(43.68%)	280,453	498,457	(218,004)	(43.74%)
WATER RESOURCES	133,288	412,760	(279,472)	(67.71%)	278,993	825,520	(546,527)	(66.20%)
INTEREST EXPENSE	323,638	229,352	94,286	41.11%	360,346	458,704	(98,358)	(21.44%)
FRANCHISE/MEMBERSHIP FEES	31,023	28,750	2,273	7.91%	58,511	57,500	1,011	1.76%
TOTAL EXPENSES	2,139,090	2,429,853	(290,763)	(11.97%)	4,093,122	4,859,710	(766,588)	(15.77%)
NET GAIN (LOSS) FROM OPERATIONS	(42,731)	(293,103)	250,372	(85.42%)	116,153	(586,210)	702,363	(119.81%)
CAPACITY FEE/ CAPITAL SURCHARGE	303,430	599,948	(296,518)	(49.42%)	337,257	1,199,895	(862,638)	(71.89%)
CONTRIBUTIONS/ GRANT REVENUE	0	124,220	(124,220)	(100.00%)	0	248,440	(248,440)	(100.00%)
NON-OPERATING REVENUE	39,784	42,148	(2,364)	(5.61%)	78,588	84,297	(5,709)	(6.77%)
CAPITAL IMPROVEMENT PROJECT	83,155	0	83,155	100.00%	188,783	0	188,783	100.00%
DEVELOPER REVENUE	14,180	50,000	(35,820)	(71.64%)	41,055	100,000	(58,945)	(58.95%)
DEVELOPER EXPENSES	19,048	87,500	(68,452)	(78.23%)	47,445	175,000	(127,555)	(72.89%)

MARINA COAST WATER DISTRICT
INCOME STATEMENT
OCTOBER 1, 2020 TO DECEMBER 31, 2020
(UNAUDITED)

ORD COMMUNITY SEWER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	0	0	0	0.00%	0	0	0	0.00%
SEWER SALES	777,830	774,943	2,887	0.37%	1,448,938	1,549,886	(100,948)	(6.51%)
INTEREST INCOME	6,181	3,784	2,397	63.35%	15,888	7,568	8,320	109.94%
OTHER REVENUE	4,475	4,530	(55)	(1.21%)	5,865	9,060	(3,195)	(35.26%)
TOTAL REVENUES	788,486	783,257	5,229	0.67%	1,470,691	1,566,514	(95,823)	(6.12%)
EXPENSES								
ADMINISTRATIVE	122,101	153,619	(31,518)	(20.52%)	239,428	307,239	(67,811)	(22.07%)
OPERATING & MAINTENANCE	177,324	228,652	(51,328)	(22.45%)	339,601	457,305	(117,704)	(25.74%)
LABORATORY	0	0	0	0.00%	0	0	0	0.00%
CONSERVATION	0	0	0	0.00%	0	0	0	0.00%
ENGINEERING	34,988	46,477	(11,489)	(24.72%)	69,802	92,954	(23,152)	(24.91%)
WATER RESOURCES	0	0	0	0.00%	0	0	0	0.00%
INTEREST EXPENSE	184,802	122,016	62,786	51.46%	195,080	244,032	(48,952)	(20.06%)
FRANCHISE/MEMBERSHIP FEES	9,979	5,000	4,979	99.58%	19,776	10,000	9,776	97.76%
TOTAL EXPENSES	529,194	555,764	(26,570)	(4.78%)	863,687	1,111,530	(247,843)	(22.30%)
NET GAIN (LOSS) FROM OPERATIONS	259,292	227,493	31,799	13.98%	607,004	454,984	152,020	33.41%
CAPACITY FEE/ CAPITAL SURCHARGE	107,562	221,753	(114,191)	(51.49%)	228,395	443,505	(215,110)	(48.50%)
CONTRIBUTIONS/ GRANT REVENUE	0	0	0	0.00%	0	0	0	0.00%
NON-OPERATING REVENUE	11,140	11,802	(662)	(5.61%)	22,005	23,603	(1,598)	(6.77%)
CAPITAL IMPROVEMENT PROJECT	593,896	0	593,896	100.00%	1,150,735	0	1,150,735	100.00%
DEVELOPER REVENUE	20,727	25,000	(4,273)	(17.09%)	56,775	50,000	6,775	13.55%
DEVELOPER EXPENSES	6,008	26,250	(20,242)	(77.11%)	34,000	52,500	(18,500)	(35.24%)

MARINA COAST WATER DISTRICT
INCOME STATEMENT
OCTOBER 1, 2020 TO DECEMBER 31, 2020
(UNAUDITED)

RECYCLED WATER FUND

	CURRENT QUARTER				YEAR-TO-DATE			
	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE	ACTUAL	BUDGET	\$ VARIANCE	% VARIANCE
REVENUES								
WATER SALES	0	0	0	0.00%	0	0	0	0.00%
SEWER SALES	0	0	0	0.00%	0	0	0	0.00%
INTEREST INCOME	1	50	(49)	(98.00%)	1	100	(99)	(99.00%)
OTHER REVENUE	0	0	0	0.00%	0	0	0	0.00%
TOTAL REVENUES	1	50	(49)	(98.00%)	1	100	(99)	(99.00%)
EXPENSES								
ADMINISTRATIVE	16,618	300	16,318	5439.33%	16,678	600	16,078	2679.67%
OPERATING & MAINTENANCE	0	0	0	0.00%	0	0	0	0.00%
LABORATORY	0	0	0	0.00%	0	0	0	0.00%
CONSERVATION	0	0	0	0.00%	0	0	0	0.00%
ENGINEERING	0	0	0	0.00%	0	0	0	0.00%
WATER RESOURCES	0	0	0	0.00%	0	0	0	0.00%
INTEREST EXPENSE	121,666	102,664	19,002	18.51%	128,086	205,328	(77,242)	(37.62%)
FRANCHISE FEE	0	0	0	0.00%	0	0	0	0.00%
TOTAL EXPENSES	138,284	102,964	35,320	34.30%	144,764	205,928	(61,164)	(29.70%)
NET GAIN (LOSS) FROM OPERATIONS	(138,283)	(102,914)	(35,369)	34.37%	(144,763)	(205,828)	61,065	(29.67%)
CAPACITY FEE/ CAPITAL SURCHARGE	0	0	0	0.00%	0	0	0	0.00%
CONTRIBUTIONS/ GRANT REVENUE	0	0	0	0.00%	0	0	0	0.00%
NON-OPERATING REVENUE	0	0	0	0.00%	0	0	0	0.00%
CAPITAL IMPROVEMENT PROJECT	1,570,748	0	1,570,748	100.00%	3,293,535	0	3,293,535	100.00%
DEVELOPER REVENUE	0	0	0	0.00%	0	0	0	0.00%
DEVELOPER EXPENSES	0	0	0	0.00%	0	0	0	0.00%

MARINA COAST WATER DISTRICT
SCHEDULE OF INVESTMENTS SUMMARY
OCTOBER 1, 2020 TO DECEMBER 31, 2020
(UNAUDITED)

ACCOUNT	ACCT TYPE	YIELD APR	9/30/2020 BALANCE	QUARTERLY ACTIVITIES		12/31/2020 BALANCE
				TRANSACTION TYPE	AMOUNT	
LAIF ACCOUNT		0.63%	17,192,671	INTEREST 10/15/2020 TRANSFERS	36,514 0	17,229,185 17,229,185
SAVINGS ACCOUNT	MM	0.06%	274,891	INTEREST 10/01/20 - 12/31/20 TRANSFERS	50 0	274,941 274,941
CPFCA DEPOSIT ACCOUNT	MM	0.08%	100,567	INTEREST 10/01/20 - 12/31/20 TRANSFERS	13 (100,580)	100,580 0
BUILDING REMOVAL FUND	MM	0.03%	977,692	INTEREST 10/01/20 - 12/31/20 TRANSFERS	74 0	977,766 977,766
RESTRICTED FUNDS	MM	0.17%	1,079,263	INTEREST 10/01/20 - 12/31/20 TRANSFERS	519 0	1,079,782 1,079,782
RUWAP LOC PROCEEDS	CK		4,750	DEPOSITS TRANSFERS	1,756,235 (1,756,323)	1,760,985 4,662
CHECKING ACCOUNT	CK		1,649,464	QUARTERLY DEPOSITS & CREDITS QUARTERLY CHECKS & DEBITS TRANSFERS	5,475,720 (7,339,105) 2,007,052	7,125,184 (213,921) 1,793,131

SUMMARY	As of December 31		RESERVES DETAIL (LAIF ACCOUNT)	As of December 31	
	2019	2020		2019	2020
LAIF ACCOUNT	12,512,727	17,229,185	MW GEN OP RESERVE	961,740	855,943
SAVINGS ACCOUNT	274,589	274,941	MW CAPACITY REVENUE FUND	616,389	1,292,932
CPFCA DEPOSIT ACCOUNT	100,519	0	MW CAP REPL RESERVE FUND	1,056,442	1,168,364
BUILDING REMOVAL FUND	0	977,766	MS GEN OP RESERVE	1,394,497	296,839
RESTRICTED FUNDS	5,218,689	1,079,782	MS CAPACITY REVENUE FUND	108,044	202,250
RUWAP LOC PROCEEDS	4,810	4,662	MS CAP REPL RESERVE FUND	100,000	201,180
CHECKING ACCOUNT	6,875,795	1,793,131	OW GEN OP RESERVE	65,493	1,786,060
TOTAL INVESTMENT	24,987,129	21,359,467	OW CAPITAL/CAPACITY REVENUE FUND	6,971,993	7,646,541
			OW CAP REPL RESERVE FUND	200,000	165,860
			OS GEN OP RESERVE	47,813	1,091,133
			OS CAPITAL/CAPACITY REVENUE FUND	890,317	2,459,865
			OS CAP REPL RESERVE FUND	100,000	62,218
			TOTAL	12,512,728	17,229,185

MARINA COAST WATER DISTRICT
 SCHEDULE OF INVESTMENTS SUMMARY - BOND PROCEEDS
 OCTOBER 1, 2020 TO DECEMBER 31, 2020
 (UNAUDITED)

ACCOUNT	ACCT TYPE	YIELD APR	9/30/2020 BALANCE	QUARTERLY ACTIVITIES TRANSACTION TYPE	AMOUNT	12/31/2020 BALANCE
PROJECT FUND 2019 SERIES BOND	MM	0.03%	16,951,794	INTEREST 10/01/20 - 12/31/20 TRANSFERS	1,050 (150,149)	16,952,844 16,802,695

MARINA COAST WATER DISTRICT
SCHEDULE OF DEBT SUMMARY
OCTOBER 1, 2020 TO DECEMBER 31, 2020
(UNAUDITED)

PRINCIPAL AMOUNT	FIRST PAYMENT	FINAL PAYMENT	RATE	9/30/2020 BALANCE	QUARTERLY ACTIVITIES TRANSACTION TYPE	AMOUNT	12/31/2020 BALANCE
HCC - BLM INSTALLMENT LOAN							
2,799,880	07/20/2017	01/20/2037	5.750%	2,508,298	PAYMENT - PRINCIPAL	0	2,508,298
					INTEREST PAYMENT	0	
2015 SERIES A REFUNDING BOND - CLOSING DATE 07/15/2015							
29,840,000	12/01/2015	06/01/2037	3.712%	26,050,000	PAYMENT - PRINCIPAL	0	26,050,000
					INTEREST PAYMENT	(607,175)	
2019 SERIES REVENUE BOND - CLOSING DATE 12/19/2019							
17,725,000	06/01/2020	06/01/2049	2.990%	17,585,000	PAYMENT - PRINCIPAL	0	17,585,000
					INTEREST PAYMENT	(346,150)	
BVAA COMPASS RUWAP LOC							
		03/31/2022	2.040% *	255,918	ADVANCES	1,756,235	2,012,153
					PAYMENT - PRINCIPAL	0	2,012,153
					INTEREST PAYMENT	(5,291)	

*Line of Credit interest calculated on a variable basis (79.01% of the 30-Day Monthly LIBOR plus 1.25%). Amount represents interest rate at 12/01/2020.

SUMMARY

HCC - BLM INSTALLMENT LOAN	2,508,298
2015 REFUNDING BOND SERIES A	26,050,000
2019 SERIES REVENUE BOND	17,585,000
BVAA COMPASS RUWAP LOC	2,012,153
TOTAL DEBT	48,155,451

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-C

Meeting Date: March 15, 2021

Prepared By: Paula Riso

Approved By: Derek Cray

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of February 16, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the February 16, 2021 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 February 16, 2021 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Financial Impact: ___Yes ___X___No Funding Source/Recap: None

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

Material Included for Information/Consideration: Draft minutes of February 16, 2021.

Action Required: ___Resolution ___X___Motion ___Review
(Roll call vote is required.)

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____



Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting
Via Zoom Teleconference
February 16, 2021

Draft Minutes

1. Call to Order:

Vice President Moore called the meeting to order at 6:30 p.m. on February 16, 2021 via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

Jan Shriner – President – arrived at 6:35 p.m.
Thomas P. Moore – Vice President
Herbert Cortez
Matt Zefferman

Board Members Absent:

One vacant seat

Staff Members Present:

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

Audience Members:

Andrew Sterbenz, Schaaf & Wheeler
Vera Nelson, EKI Environment & Water
Mike McCullough
Melanie Carrido
Paula Pelot
Dana Cleary
Greg Furey
Lisa Berkley
Angel Rivero
Liesbeth Visscher
Matt Johnson
Desire Valdez
Jasmine Ruvalcaba

Gail Morton
Tina Wang, EKI Environment & Water
Brad Imamura
Efrem Valentin
Audra Walton
Grace Silva-Santella
David Burnett
Teri Short
Greg Simmons
Gary Skrel
Christina Medina Dirksen
Troy Ishikawa
Gaely Jablonski

3. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 6:33 p.m. to discuss the following items:

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

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

The Board ended closed session at 6:56 p.m. President Shriner reconvened the meeting to open session at 7:00 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 Cortez led everyone present in the pledge of allegiance.

7. Oral Communications:

There were no comments made.

8. Presentations:

A. Consider Adoption of Resolution No. 2021-11 in Recognition of Joe Pineda, Operations and Maintenance Supervisor, for 15 Years of Service to the Marina Coast Water District:

Vice President Moore made a motion to adopt Resolution No. 2021-11 in recognition of Joe Pineda for 15 years of service to the Marina Coast Water District. Director Zefferman seconded the motion. Ms. Liesbeth Visscher, congratulated Mr. Pineda and thanked him for his service. The motion was passed by the following vote, with one vacant seat:

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

9. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Items:

1. Receive a Presentation on the Monterey Sub-basin Groundwater Sustainability Plan Draft Chapter(s) 1-5:

Mr. Patrick Breen, Water Resources Manager, introduced this item. Ms. Vera Nelson, EKI Environment and Water, gave a presentation on the Monterey Sub-basin Groundwater Sustainability Plan and Chapters 1-5. She noted that this Plan was due to be submitted by January 31, 2022. The Board asked clarifying questions.

10. Return to Marina Coast Water District Matters:

11. Consent Calendar:

Director Zefferman requested to pull Item 11-B from the Consent Calendar.

Agenda Item 11 (continued):

Vice President Moore made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of January 2021; C) Consider Adoption of Resolution No. 2021-12 to Approve the 2021 District Technology Plan Appendix for FY 2021-2022; and, D) Receive the District FY 2021-2022 Draft Budget Schedule and Set Date for the FY 2021-2022 Budget Workshop. Director Zefferman seconded the motion. The motion was passed by the following vote, with one vacant seat:

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

B. Consider Approving the Draft Minutes of the Regular Joint Board/GSA Meeting of January 20, 2021:

Director Zefferman noted that the Roll Call in the minutes needed to show he was absent.

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

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

12. Action Items:

A. Consider Appointment of an Applicant to Fill the Existing Vacant Seat on the Board of Directors until December 2, 2022:

Mr. Cray introduced this item and explained the guidelines for the interviews. He noted that each candidate will be provided an equal amount of time from the Board in order for the Board to conduct the interviews. Mr. Cray reviewed the step-by-step process for conducting the interviews and filling the vacancy: 1) With alphabetical order of the last names, each candidate will be allowed to make a 5-minute presentation about their qualifications to serve as a Director. The order will be: Brad Imamura, Gail Morton, then Efreem Valentin; 2) After each candidate's initial presentation, the Board members will ask two rounds of questions, rotating after all four Directors have asked their first question to the candidate. The series of order for the Directors to ask questions will be: Director Cortez, Director Zefferman, Vice President Moore, President Shriner; 3) Each candidate will have up to 4 minutes to answer each question. Each Director is not required to ask the same question of each candidate; 4) After the questioning portion of the interviews has concluded for all candidates, the Board will allow public comments on the matter. Each public member wishing to comment shall have up to 4-minutes maximum; 5) The Board will then discuss the matter, 6) The President will seek a motion and a second to appoint one of the candidates as the new Director and a roll call vote will either confirm the new director's appointment, or a failed vote will require another motion, seeking another candidate; and 7) Upon confirmation, the Oath of Office will be given by the Board President.

Agenda Item 12-A (continued):

Mr. Brad Imamura introduced himself and commented that he applied for this position in hopes that it would be a fair and open process, with no pre-judgements or pre-biased opinions. He shared that he worked for many years at a large water district, Santa Clara Valley Water District, and as a Marina Coast Water District customer, was interested in wanting to participate and be a part of representative government. Mr. Imamura stated that with the two big development projects underway, he wanted to apply to the District Board to contribute his knowledge and experience and to continue to promote water conservation and advocate for safe, clean and sustainable water for all Marina Coast Water District customers. He noted that his goal was to continue the protection and safe access to the groundwater and to continue all the good services the District is presently serving on the Board. Mr. Imamura added that the primary purpose of the Board is to serve its customers and he considered it a privilege to serve on the Board. He concluded by reminding everyone that during the recent election, he received over 3,000 votes from customers of the District.

Ms. Gail Morton introduced herself and commented that she is an attorney with a private practice in the City of Monterey. She stated that she is pursuing the Board seat because of the necessity for good leadership and advocacy to protect the affordable, sustainable water supply, which was also a critical focus while she served on the Marina City Council for the last eight years. Ms. Morton added that during that time, she was one of the two Council members that served on the Joint City District Committee along with two of the District's Board members through which she developed a close working relationship with the District. She said that the Council fought to protect the water and their actions were closely related to the District's actions to do that. Ms. Morton said she has demonstrated the ability to look at strategies, both for administrative proceedings and judicial proceedings, that moved the City's position forward which is cooperation with the District's added protection of water. She stated she was very much instrumental in the development of public relations that were put out by the City for the protection of the water and the City's environmentally sensitive coast, as well as the establishment of the City as its own Groundwater Sustainability Agency for that portion of the basin within their jurisdiction and not encompassed in the District's GSA. Ms. Morton said she has met with legislative and administrative representatives for the last eight years as an advocate for the City and for MCWD's common interest in the protection of water. She commented that she had the pleasure of working with at least three of the current Board members at the Fort Ord Reuse Authority (FORA) Board from January 2013 through 2020. Ms. Morton stated she served on the FORA Finance Community, the Post Reassessment Committee, and the Transition Task Force, where she worked with 'then' President Moore, advocating to ensure the contract provisions that were put into place with regards to water and the continuation of allocation of water going forward in the future, were preserved and protected while making sure FORA sunset. She said she has had extensive experience with the protection of water, water rights, water allocations, and review of the budgets. Ms. Morton commented that she understands the distinction between Central Marina and the former Fort Ord area; what the water limitations are with the assignment of 6,600 acre feet; and, FORA's allocations among the different jurisdictions that the District serves on the former Fort Ord. She stated that as a Councilmember, she is familiar with the Brown Act, CEQA, prevailing wage, and many of the various contracts that are on the FORA site. Ms. Morton commented that looking at the closed session items on the agenda, many of them are cross-over items that also involved the City of Marina and she has a deep working knowledge of them.

Agenda Item 12-A (continued):

Ms. Morton said that in working with so many of the Board members, she hopes they see her ability as being insightful, an informed leader with strong ethics, and an understanding of the fiduciary responsibilities that are necessary for public office. She added that there is a responsibility to those customers that the District serves now, in 2021, and to make sure there is water for those customers and development and what we need in 2050 and beyond. Ms. Morton concluded that she is hopeful the Board would give her consideration as a choice to serve on this Board.

Mr. Efreem Valentin introduced himself stating that he is a resident of East Garrison, which was newly annexed into the District. He and his wife have lived in the Fort Ord area for twenty years and have a three-year-old daughter. Mr. Valentin said they are a young family and the District's water is important to him and his family because it is a vital element of the Community's health, environment, and economic sustainability. He said it is important to protect the groundwater supply from saltwater intrusion. Mr. Valentin said he would like to serve on the Board to help ensure the District continues to thrive and is a source of safe, reliable and affordable water. He stated his experience gained from serving on the Marina Coast Water District Conservation Commission and the East Garrison Advisory Committee has prepared him to be a positive contributor to the District. Mr. Valentin concluded that he welcomes the Boards questions from the Q&A session and thanked everyone for their time and consideration.

The Board members took turns asking the candidates a series of questions.

Ms. Riso noted that there were three emails of support received by the District earlier that afternoon. Ms. Dana Cleary, Ms. July Hoffman, and Ms. Grace Silva-Santella all voiced their support of Ms. Morton for the vacant seat on the Board.

Ms. Teri Short commented that she is with the East Garrison Advisory Committee and asked how the East Garrison and Ord Community areas can receive important information about the District. She noted that she would be happy to work together to make sure there is transparency and information shared between the District and the East Garrison and Ord Communities. Ms. Short then voiced her support for Mr. Valentine for the vacant seat on the Board.

Ms. Audra Walton voiced her support of Mr. Valentine for the vacant seat on the Board.

Ms. Liesbeth Visscher voiced her support of a representative from the East Garrison or Ord Community for the vacant seat on the Board.

Mr. Greg Simmons voiced his support of Ms. Morton for the vacant seat on the Board.

Councilmember David Burnett voiced his support of Ms. Morton for the vacant seat on the Board.

Mr. Angel Rivero voiced his support of Mr. Valentin for the vacant seat on the Board.

Councilmember Lisa Berkley voiced her support of Ms. Morton for the vacant seat on the Board.

Agenda Item 12-A (continued):

Mr. Greg Furey voiced his support of Ms. Morton for the vacant seat on the Board.

Ms. Christina Medina-Dirksen thanked Mr. Imamura and Mr. Valentin for stepping up for the Ord and East Garrison Communities and encouraged their participation in other opportunities that may be available to them as well.

President Shriner thanked everyone for their participation and voiced her pleasure with the increased number of votes received during the last election now that the District annexed the Ord Community. She added that the District was looking into more outreach with the Ord Community land use jurisdictions in the near future.

Vice President Moore thanked Ms. Short for her comment and stated that someone would reach out to her. He also noted that in the last election, there were two seats up for election from voters that included the entire annexed area, and in the next election, the remaining three seats will be up for election from voters included in the entire annexed area. Vice President Moore commented that since he was reelected in 2020 by the voters, which included the annexed Ord Community, he is now beholden to all constituents and will do so to the best of his ability.

Director Zefferman commented that the Outreach Committee has been discussing outreach to the Ord Community and asked Ms. Short to contact him at directorzefferman@mcwd.org. Ms. Short said she would be happy to contact him in the near future.

Director Zefferman thanked everyone for participating in this process and suggested that anyone who may not be selected for this seat be encouraged to run for election in 2022. He commented that when he first decided to run for the Board, he talked to many people in the community including City Council members and Ms. Morton, who was on City Council at the time, was very knowledgeable and helped him understand a lot of the issues in the community. He then voiced his support for Ms. Morton noting that with her experience, she could hit the ground running.

Noting that it was nearing 10:00 p.m., President Shriner asked if there was a motion to continue the meeting past 10:00 p.m.

Vice President Moore made a motion to continue past 10:00 p.m. until the Action Items were completed. Director Cortez seconded the motion. The motion was passed by the following vote, with one vacant seat:

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

Director Cortez recognized Mr. Imamura for the votes he received in the last election and that showed people recognized his background and expertise was an asset. He also thanked Mr. Valentin for his services in the Water Conservation Commission and the East Garrison Advisory Committee noting they were great attributes that would help him grow the future. Director Cortez then voiced his support for Ms. Morton whose knowledge and abilities could help the District today and in the future.

Agenda Item 12-A (continued):

Vice President Moore commented that Directors Zefferman and Cortez have said most of what he wanted to say. He thanked Mr. Valentin and Mr. Imamura for coming forward. Vice President Moore stated that he is pleased to see the Board has diversity, whether it is gender diversity or ethnic diversity, and he was pleased with the set of candidates the District did get as any of the candidates would offer more diversity. He voiced his support of Ms. Morton as she is best prepared to immediately serve as an effective Board member.

President Shriner commented that the three candidates were all worthy of consideration and they represented themselves quite well and she appreciated the public support of the candidates. She said that while she understands the need of the community, she felt Ms. Morton was an ally when she was part of the City. President Shriner thanked everyone for their participation.

Vice President Moore made a motion to appoint Gail Morton to the vacant seat on the Board. Director Cortez seconded the motion. The motion was passed by the following vote, with one vacant seat:

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

Mr. Imamura commented that he appreciated the opportunity to present and answer questions before the board and encouraged others to run in the next election. He then spoke as a resident and not a candidate, stating that he was disappointed the community recycles the same people, and that there needs to be diversity on the Board. Mr. Imamura added that after receiving over 3,000 votes in the last election, it was wrong of the Board to not listen to those voices. Mr. Imamura thanked Mr. Valentin for running and hoped that later they can get some true diversity on the Board.

Mr. Valentin thanked the Board for the time and consideration for the vacant position and he looked forward to having some representation from the Ord Community in the near future.

Ms. Walton thanked everyone that applied for this position and congratulated Ms. Morton. She added that if Mr. Valentin would run for election in 2022, she would knock on every door to help get him elected.

Vice President Moore commented that representation for the Ord Community exists now with the election of himself and Director Cortez in the last election, because they were elected collectively by the voters of East Garrison, the Dunes, Seaside, CSUMB and Central Marina.

President Shriner voiced her pleasure as the first female President of the Board in the District's 60-year existence to swear in the third female to ever serve on the Board. President Shriner then gave the Oath of Office to Ms. Gail Morton.

- B. Consider Adoption of Resolution No. 2021-13 to Award a Construction Contract to Monterey Peninsula Engineering for the Ord Lift Station & Force Main Project – CIP #OS-0147:

Mr. Cray notified the Board of a catastrophic failure at the Ord Lift Station force main earlier in the day and due to the frequent issues with the lift station and force main, this project was very important.

Mr. Don Wilcox, Senior Engineer, introduced this item.

Vice President Moore made a motion to adopt Resolution No. 2021-13 to award a Construction Contract to Monterey Peninsula Engineering for the Ord Lift Station & Force Main Project – CIP #OS-0147. Director Morton seconded the motion. The motion was passed by the following vote:

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

- C. Consider Adoption of Resolution No. 2021-14 to Amend the On-Call Engineering Services Agreement with Schaaf & Wheeler for the Ord Lift Station & Force Main Project – Engineering & Environmental Services During Construction:

Mr. Wilcox introduced this item. The Board asked clarifying questions.

Vice President Moore made a motion to adopt Resolution No. 2021-14 to amend the On-Call Engineering Services Agreement with Schaaf & Wheeler for the Ord Lift Station & Force Main Project – Engineering & Environmental Services During Construction. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

President Shriner asked to bring the Staff Report and Informational Items back to the next Board meeting/workshop on March 1st.

16. Adjournment:

The meeting was adjourned at 10:26 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-D

Meeting Date: March 15, 2021

Prepared By: Paula Riso

Approved By: Derek Cray

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Workshop of March 1, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the March 1, 2021 special joint Board workshop.

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 March 1, 2021 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

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

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

Material Included for Information/Consideration: Draft minutes of March 1, 2021.

Action Required: _____Resolution X Motion _____Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Special Board/Workshop Meeting
Via Zoom Teleconference
March 1, 2021

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:31 p.m. on March 1, 2021 via Zoom teleconference in Marina, California, with a land acknowledgement. “As Marina Coast Water District celebrates its 60th year providing publicly owned water service to its customers in Marina and the Ord Community, we acknowledge that our service area is located on the traditional lands of the Esselen people. They are known today as the Ohlone/Costanoan-Esselen Nation. We respect their elders, past, present, and emerging, for they hold the memories, traditions, culture, and hopes of the Esselen people. We also acknowledge the government of the Ohlone/Costanoan Esselen Nation and appreciate the spiritual role it plays today in preserving the cultural, historical and heritage beliefs of the Esselen people. We are grateful that they share their traditional lands with us.”

2. Roll Call:

Board Members Present:

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

Board Members Absent:

None.

Staff Members Present:

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

Audience Members:

Mike McCullough
Dr. Roger Wapner, Anthem EAP
Tami Young

3. Pledge of Allegiance:

President Shriner led everyone present in the pledge of allegiance.

4. Oral Communications:

There were no comments.

5. Workshops:

A. Sexual Harassment Training Provided by Anthem EAP:

Dr. Roger Wapner, Anthem EAP, introduced himself and provided a two-hour training to the Board of Directors, Mr. Derek Cray, Ms. Paula Riso, Mr. Roger Masuda, Ms. Kelly Cadiente, Mr. Patrick Breen, Ms. Rose Gill, and Mr. Teo Espero beginning at 6:31 p.m.

The Sexual Harassment Training Workshop ended at 8:31 p.m.

B. Meet Marina Coast Water District Senior Staff:

Mr. Derek Cray, Interim General Manager/Operations and Maintenance Manager, introduced this item and asked the Senior Staff to introduce themselves and an overview of their department.

Ms. Kelly Cadiente, Director of Administrative Services, introduced herself and briefly explained her background. She noted that the three departments she manages are Finance, Customer Service, and IT and gave a brief explanation of their duties.

Mr. Patrick Breen, Water Resources Manager, introduced himself and briefly explained his background. He gave a brief explanation of his duties and the Water Conservation Department duties that he oversees. Mr. Breen added that he also manages the Imjin Office Park facilities.

Ms. Rose Gill, Human Resources/Risk Administrator, introduced herself and briefly explained her background. She explained she was the HR Manager and oversees the District's Risk Administration and Insurance.

Mr. Cray noted that Mr. Wegley, the District Engineer, was out on leave and would do his meet and greet in April when he returns.

Mr. Cray introduced himself and briefly explained his background. He gave a brief overview of the Operations and Maintenance Department, what they take care of including the District's infrastructure.

6. Marina Coast Water District Groundwater Sustainability Agency Matters:

A. Action Item:

1. Review Letter to Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) Regarding Proposed Liberty Desalination Project and Consider Submitting to the SVBGSA by Their Next Regular Scheduled Meeting:

Mr. Breen introduced this item and explained the comments he made at the last SVBGSA meeting and how they were misinterpreted. The Board discussed the letter and suggested a slight amendment.

Director Zefferman made a motion to amend the letter so that it reads "...the MCWD staff member indicated the District supported this type of project." Director Morton seconded the motion. Discussion followed.

Director Zefferman amended his motion to amend the letter so that it reads "...the MCWD staff member indicated the District supported 'the study of' this type of project." Director Morton seconded the amended motion. The motion was passed by the following vote:

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

7. Return to Marina Coast Water District Matters:

8. Staff Reports:

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

Ms. Cadiente gave a brief update noting that Customer Service has begun reaching out to customers to encourage them to begin making payment arrangements so that they are not overwhelmed once the moratorium on shut offs is lifted. The Board asked clarifying questions. President Shriner noted that this should be discussed further at the Budget and Personnel Committee.

9. Informational Items:

- A. General Manager's Report:

There was no report.

- B. Counsel's Report:

There was no report.

- C. Committee and Board Liaison Reports:

1. Water Conservation Commission:

Mr. Breen noted that no meeting was held.

2. Joint City District Committee:

President Shriner stated that the February meeting was canceled, and the next meeting was April 28th.

3. Executive Committee:

Vice President Moore stated that they will meet on March 2nd. President Shriner gave a brief update of the February meeting.

4. Community Outreach Committee:

Director Zefferman stated that they will meet on March 2nd.

5. Budget and Personnel Committee:

Director Cortez stated that they will meet on March 2nd.

6. M1W Board Member:

Vice President Moore gave a brief update of the February meeting.

7. LAFCO Liaison:

Director Cortez stated there was no update.

8. JPIA Liaison:

No report was given.

9. Special Districts Association Liaison:

Vice President Moore gave a brief update and noted that Mary Ann Leffel was selected as the President for 2021.

10. MCWD/SVBGSA Steering Committee:

Director Zefferman stated there was no meeting, but one may be scheduled in April.

14. Board member Requests for Future Agenda Items:

President Shriner noted that the Board members can email in their requests. Vice President Moore asked to discuss the concept of the Joint City District Committee meeting with other Land Use Jurisdictions.

11. Director's Comments:

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

12. Adjournment:

The meeting was adjourned at 9:39 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-E

Meeting Date: March 15, 2021

Prepared By: Paula Riso

Approved By: Derek Cray

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of March 6, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the March 6, 2021 special 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 March 6, 2021 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 March 6, 2021.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Special Board Meeting
Via Zoom Teleconference
March 6, 2021

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 10:01 a.m. on March 6, 2021 via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

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

Board Members Absent:

None.

Staff Members Present:

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

Audience Members:

None

3. Pledge of Allegiance:

Director Morton led everyone present in the pledge of allegiance.

4. Public Comment on Closed Session Items:

There were no comments.

The Board entered into closed session at 10:05 a.m. to discuss the following item:

5. Closed Session:

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

The Board ended closed session at 4:26 pm. President Shriner reconvened the meeting to open session at 4:27 p.m.

6. Reportable Actions Taken During Closed Session:

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

7. Director's Comments:

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

8. Adjournment:

The meeting was adjourned at 4:30 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 8-F

Meeting Date: March 15, 2021

Prepared By: Paula Riso

Presented By: Derek Cray

Agenda Title: Consider Revised Director Appointments to Committees of the Board and to Outside Agencies for 2021, and as Negotiators to any Ad Hoc Committees of the Board

Staff Recommendation: The Board of Directors consider making revised Director appointments to Board of Director's Committees and outside agencies for 2021.

Background: *Strategic Plan, Mission Statement - Providing high quality water, wastewater and recycled water services to the District's expanding communities through management, conservation and development of future resources at reasonable costs.*

Discussion/Analysis: On December 14, 2020, the Board made their Director appointments to committees and outside agencies for 2021. On December 24, 2020, Director Peter Le resigned from the Board leaving his appointments vacant. The current appointments for 2021 are as follows:

The Board appointed representatives to the following District Standing Committees:

- | | |
|--|---|
| 1. Water Conservation Commission Liaison | Zefferman (Shriner - Alternate) |
| 2. Joint City/District Committee | Zefferman, Shriner (Moore - Alternate) |
| 3. Executive Committee | Moore, Shriner |
| 4. Budget and Personnel | Cortez, Shriner |
| 5. Community Outreach | Cortez, Zefferman (Shriner - Alternate) |

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

- | | |
|----------|---|
| 1. M1W | Moore (Zefferman - Alternate) |
| 2. LAFCO | Cortez (Zefferman - Alternate) |
| 3. JPIA | Vacant (Cortez - Alternate) |
| 4. SDA | Vacant (Cortez, Zefferman, Moore, Shriner - Alternates) |

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

- | | |
|-----------------------------------|--------------------------------|
| 1. MCWD/SVBGSA Steering Committee | Zefferman (Cortez - Alternate) |
|-----------------------------------|--------------------------------|

With the appointment of Director Morton to the vacant seat on the Board on February 16th, President Shriner proposes the following revised appointments:

- | | |
|--------------------------------|---|
| Joint City/District Committee | Zefferman, Morton (Moore - Alternate) |
| JPIA | Morton (Cortez - Alternate) |
| SDA | Moore (Cortez, Zefferman, Morton, Shriner - Alternates) |
| MCWD/SVBGSA Steering Committee | Morton (Zefferman - Alternate) |

Environmental Review Compliance: None required.

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

Other Considerations: The Director appointed to serve on the M1W Board will receive a stipend of \$50 per meeting and an updated FPPC Form 806 will be completed and posted on the District's website following the appointment.

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: 9-A

Meeting Date: March 15, 2021

Prepared By: Andrew Sterbenz

Approved By: Derek Cray

Reviewed By: Brian True

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

Staff Recommendation: The Board of Directors adopt Resolution No. 2021-15 to adopt the Initial Study/Mitigated Negative Declaration and Mitigation, Monitoring and Reporting Plan for the A1/A2 Reservoirs and B/C Zones Booster Pump Station Project.

Background: Strategic Plan, Strategic Element 2.0 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.

As part of MCWD's 2006 Marina Water System Master Plan and 2020 Water Master Plan, the proposed project involves the relocation and replacement of the existing B/C Zones Booster Pump Station (BPS) and Sand Tank with a new B/C Zones BPS and A1/A2 Reservoirs.

The Board approved Resolution No. 2018-44 approving grants of easements from CSUMB to MCWD for various facilities, including the A1/A2 Reservoirs, B/C BPS and the related pipelines.

The Board approved Resolution No. 2019-31, approving a Professional Services Agreement Amendment with Schaaf & Wheeler for design of the A1/A2 Reservoirs and B/C Zones BPS Project, including sub-consulting electrical and structural design by TJC & Associates, geotechnical analysis by Cornerstone Earth Group, surveying by Whitson Engineers, architectural design by The Paul Davis Partnership and environmental analysis by Denise Duffy & Associates.

Detailed Description: The Board of Directors is requested to consider adoption of the Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for the A1/A2 Reservoirs and B/C Zones Booster Pump Station Project (the Project). The Project would include two new 1.6-million-gallon potable water storage tanks (reservoirs) and a new B/C Zones BPS to pump water from the new storage tanks to the existing B and C pressure zone reservoirs and distribution system. A portion of the C-Zone transmission main from the existing BPS would be converted to an A-Zone transmission main to supply the new reservoirs. This would require adding a new pipeline in Imjin Parkway and adjusting valves at the existing pump station to connect the wellfield transmission mains to the C-Zone transmission main. Two wellfield pipelines are planned to be replaced in the future with a 24-in. pipeline located in California Avenue and Imjin Parkway. After the proposed project is completed, the existing B/C BPS and Sand Tank may be demolished. The project also proposes various improvements at the existing Intermediate Reservoir, F Booster Pump Station, and Ord

Wellfield Chlorination Building. The project proposes to update the Supervisory Control and Data Acquisition (SCADA) system, replace the altitude valve, replace the emergency generator, and recoat the Intermediate Reservoir. Improvements to the Ord Community wellfield disinfection system at the Chlorination Building include adding a flow meter on the wellfield main and variable speed dosing pumps. Some of the Project elements may be issued as separate capital improvement projects based on budget and timing considerations.

Discussion/Analysis: Based on the evaluation conducted by Denise Duffy & Associates, including, but not limited to, aesthetics, agricultural and forestry resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use, mineral resources, noise, population/housing, public services, recreation, transportation, tribal resources, utilities and service systems, and wildfire, the IS/MND concludes that with applied mitigation measures, no significant impacts would result from the proposed action. Therefore, a proposed MND determination was prepared.

On January 5, 2021, District staff released the Draft IS/MND for a public review period. A public hearing was conducted at the Board meeting of January 20, 2021. The end of the public review period was February 4, 2021. The entities that provided public comment were the following:

- California State University, Monterey Bay
- California Department of Fish and Wildlife

The complete Initial Study/Mitigated Negative Declaration (IS/MND) is comprised of the separately bound Draft IS/MND and the Final IS/MND documents dated January 2021, and February 2021, respectively. The comment letters and responses to pertinent comments are included in the Final IS/MND. The comments received on the Draft IS/MND did not result in a “substantial revision” of the negative declaration, as defined by CEQA Guidelines Section 15073.5, and the new information added to the negative declaration merely clarifies, amplifies, or makes insignificant modifications to the IS/MND. No new, avoidable significant effects were identified since the commencement of the public review period that would require mitigation measures or project revisions to be added in order to reduce the effects to insignificant.

Environmental Review Compliance: included above.

Financial Impact: Yes No Funding Source/Recap: Funding for this item comes from the Capital Improvement Project GW-0112 budget for consultant services.

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

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

Material Included for Information/Consideration: Resolution No. 2021-15; [Attachment 1](#) – Draft Initial Study/Mitigated Negative Declaration; [Attachment 2](#) – Final Initial Study/Mitigated Negative Declaration; [Attachment 3](#) – Final Mitigation, Monitoring and Reporting Plan. Attachments 1-3 are provided separately.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____

Abstained _____

Noes _____

Absent _____

March 15, 2021

Resolution No. 2021-15
Resolution of the Board of Directors
Marina Coast Water District
Adopt the Initial Study/Mitigated Negative Declaration and
Mitigation, Monitoring and Reporting Plan for the
A1/A2 Reservoirs and B/C Zones Booster Pump Station Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District” or “MCWD”), at a regular meeting duly called and held on March 15, 2021, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the existing Sand Tank and B/C Zone Booster Pump Station have exceeded their useful service life and require replacement; and,

WHEREAS, the District has budgeted for a project that includes construction of the new A1/A2 Reservoirs and B/C Zones Booster Pump Station; and,

WHEREAS, California State University has granted easements for the new facilities; and,

WHEREAS, the Board Approved a Professional Services Agreement Amendment with Schaaf & Wheeler under Resolution No. 2019-31 for design of the project, including sub-consulting environmental work by Denise Duffy & Associates; and,

WHEREAS, based on an Initial Study (IS) conducted by Denise Duffy & Associates, the IS concluded that with applied mitigation measures and a Mitigation Monitoring and Reporting Program (MMRP), no significant impacts would result from the proposed action and therefore a proposed Mitigated Negative Declaration (MND) determination was prepared; and,

WHEREAS, the Draft IS/MND for the A1/A2 Reservoirs and B/C Zones Booster Pump Station Project, dated January 2021, and hereby incorporated by reference into this resolution (hereafter, the “Draft IS/MND” or “Project”), was released for a public review period and required copies of the Draft IS/MND were sent to the State of California Office of Planning and Research (State Clearinghouse) (SCH # 2021010030); and,

WHEREAS, pursuant to Public Resources Code Section 21092 and CEQA Guidelines Section 15072, notice of the availability of the Draft IS/MND and the Notice of Intent to adopt a Mitigated Negative Declaration were posted with the Monterey County Clerk for a period of 30 days, posted at the site, and sent to responsible and trustee agencies and interested organizations; and,

WHEREAS, the public comment period closed on February 4, 2021 after a duly noticed 30-day public review period; and,

WHEREAS, comments were received from: California State University Monterey Bay and the California Department of Fish and Wildlife, and the comments and responses are provided in the Final Initial Study/Negative Declaration (“Final IS/MND”) dated February 2021; and,

WHEREAS, the IS/MND is comprised of the separately bound Draft IS/MND and the Final IS/MND documents dated January 2021, and February 2021, respectively; and,

WHEREAS, the comments received on the Draft IS/MND did not result in a "substantial revision" of the negative declaration as defined by CEQA Guidelines Section 15073.5 and the new information added to the negative declaration merely clarifies, amplifies, or makes insignificant modifications to the IS/MND; and,

WHEREAS, no new, avoidable significant effects were identified since the commencement of the public review period that would require mitigation measures or project revisions to be added in order to reduce the effects to insignificant; and,

WHEREAS, the IS/MND recommends mitigation measures for environmental effects of the Project that would reduce the Project-related impacts to an acceptable, less than significant level; and,

WHEREAS, the mitigation measures adopted by the District will be implemented as set forth in the Mitigation Monitoring and Reporting Program prepared in accordance with Public Resources Code Section 21081.6, which described the requirements and procedures to be followed in implementing mitigation measures.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Marina Coast Water District, finds as follows:

1. The IS/MND and the Mitigation Monitoring and Reporting Plan for the A1/A2 Reservoirs and B/C Zones Booster Pump Station Project are hereby adopted.
2. The District intends to implement the Mitigation Monitoring and Reporting Program as set forth in the IS/MND during Project implementation and operation in order to reduce all identified significant impacts to a less-than-significant level.

PASSED AND ADOPTED on March 15, 2021, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Derek Cray, Deputy Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-15 adopted March 15, 2021.

Derek Cray, Deputy Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-B

Meeting Date: March 15, 2021

Prepared By: Brian True
Reviewed By: Don Wilcox

Approved By: Derek Cray

Agenda Title: Consider Adoption of Resolution No. 2021-16 Authorizing the A1/A2 Reservoir and B/C Booster Pump Station Project – CIP # GW-0112 and to Amend the FY 2020-021 Capital Improvement Budget

Staff Recommendation: The Board of Directors consider adopting Resolution No. 2021-16 in order to:

1. Award a Construction Contract to Anderson Pacific for the A1/A2 Reservoir and B/C Booster Pump Station Project in the amount of \$12,986,500.00, plus a 2-percent contingency for a total amount not-to-exceed \$13,246,230; and,
2. Award a Construction Management Professional Services Agreement to Psomas for CIP # GW-0112 in the total not-to-exceed dollar amount of \$935,760; and,
3. Authorize a Budget Amendment to increase the CIP Budget for CIP # GW-0112 to \$15,131,990; and,
4. Authorize the Interim General Manager to issue a Notice of Award, to execute the Construction and Professional Services Contracts and to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

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

Detailed Description: The A1/A2 Reservoirs and B/C Booster Pump Station Project (the Project) includes two new 1.6-million-gallon potable water storage tanks (reservoirs) and a new B/C Booster Pump Station (BPS) to be situated on recorded easements granted to the District from California State University, Monterey Bay (CSUMB). The A1/2 reservoirs will replace the existing Sand Tank and will greatly subsidize the Intermediate Tank's A Zone storage capacity. The new BPS will pump water from the new reservoirs to the existing B and C pressure zone reservoirs and distribution systems. The District existing B/C Booster Pump Station and Sand Tank have greatly exceeded its useful life and requires immediate replacement. Currently the Sand Tank is the forebay for all water to be conveyed to zones B, C, and D.

The District currently has inadequate A-Zone storage for fire-suppression service within the A-Zone. The new A-Zone Reservoirs are sited and sized such that they will feed water to the new B/C Booster Pump Station and provide adequate A-Zone distribution pressure and fire-suppression services. As part of the project a portion of the C-Zone transmission main between the existing BPS and the existing C-Zone tank will be converted to an A-Zone transmission main to supply the new reservoirs. This will require adding a new pipeline in Imjin Parkway and

adjusting valves near the existing B/C BPS to connect the wellfield transmission mains to the C-Zone transmission main. Because of the new A-Zone tanks elevation and location, the Project prompts various improvements at the existing Intermediate Reservoir, F Booster Pump Station, and Ord Wellfield Chlorination Building.

Project design was completed by Schaaf & Wheeler under their on-call contract (Resolution No. 2017-67) and included sub-consultants TJC Engineering performing electrical and mechanical design, Whitson Engineering performing surveying and Denise Duffy & Associates (DDA) conducting environmental and CEQA work. Denise Duffy & Associates prepared an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this project.

Due to the magnitude of this project, a Construction Management firm to manage the project is needed. The District posted a Request for Proposals (RFP) from qualified firms on November 20, 2020 to provide the skilled technical and professional personnel necessary to perform overall Construction Management (CM).

The Project was formally advertised for construction bids on January 7, 2021 in the Monterey Herald and Salinas Californian as well as on the District's website with a due date of February 24, 2021. A virtual pre-bid meeting was held on January 26, 2021 and a site visit was held on January 27, 2021. A public (virtual) bid opening was held on at 2:00 PM on February 24, 2021.

Discussion/Analysis: On February 24, 2021, District staff conducted a Zoom (virtual) bid opening for the A1/A2 Reservoir and B/C Booster Pump Station Project - CIP # GW-0112. The District received six bids for this project:

- \$12,986,500 Anderson Pacific
- \$13,450,000 McGuire and Hester
- \$13,682,000 Don Chapin Company
- \$13,902,244 Mountain Cascade
- \$14,040,000 Monterey Peninsula Engineering
- \$14,377,000 C. Overaa & Co.

The basis of the contract award was specified as being the lowest of the base items bid. The bid contained several alternate line-items for which the bidders were to provide cost values. Based on the results of the bid and available District resources, Staff determined to go forward with five of the six bid alternates – leaving out the Alternative 4 which explored installing a different pipe material for the sanitary sewer realignment. The values above are overall bids from each bidder that includes their values for the base items bid and the sum of the values for the alternate line-items.

The overall lowest bid received was from Anderson Pacific in the amount of \$12,986,500. Anderson Pacific's bids for both the base items and the alternate line-items were the lowest of all received bids (base items and alternate line-items taken individually). Staff has verified with Anderson Pacific that their bid contained no mistakes and is submitted as intended; Anderson Pacific stands ready to enter into a contract at their bid amount. Staff reviewed the bid materials submitted and checked references, and their bid is considered responsive and responsible. Based on the completed plans and specifications by Schaaf & Wheeler, the engineer's estimate of probable construction costs was \$20,273,700. The average of all bids received was \$13,687,325.

Anderson Pacific’s bid is \$463,500 lower than the next lowest bid and 64-percent of the engineer’s estimate.

Large capital improvement projects require Construction Management support and inspection services in the areas of Civil Engineering, Surveying, Geotechnical Engineering, Structural Engineering, Electrical Engineering and Environmental. The scope of work for engineering during the course-of-construction includes acting as Engineer of Record for the project, preparing conformed specifications and drawings from the design and bidding process, review of contractor submittals, responding to contractor requests for information, attending key construction meetings, reviewing change orders, construction site visits and providing design modifications and clarifications as necessary to assure construction meets the intent of engineering design. Much of this work will be coordinated with and by Psomas (the proposed CM). Schaaf & Wheeler will also produce Record Drawings at the conclusion of all construction.

A proposal review committee was convened upon receiving the CM proposals on December 29, 2020. The review committee reached a consensus that determined the firm with the superior proposal that provided the best value to the District was Psomas. Psomas has strong similar project experience with some of our adjacent agencies, received good references, and the project team conducted a successful CIP with the District in prior years. The scope of services for the Project is included as an Attachment.

The construction phase will require a biologist to monitor on-going construction activities to ensure implementation of mitigation measures and best management practices, especially during the project work elements associated with the Intermediate Reservoir site. Compliance documentation will be generated, maintained and communicated to keep the project team updated with compliance requirements, action items and responsibilities.

The chart below shows the revised project budget for the total project including a construction contingency:

GW-0112 A1/A2 B/C BOOSTER PROJECT		Marina		Ord	
		Bond Funded Existing	Capacity Fee Funded New	Bond Funded Existing	Capacity Fee Funded New
	Project Cost				
Construction	\$12,986,500	\$3,324,544	\$831,136	\$1,766,164	\$7,064,656
2% Contingency	\$259,730	\$66,491	\$16,623	\$35,323	\$141,293
Construction Management	\$935,760	\$239,555	\$59,889	\$127,263	\$509,053
Engineering/Environmental	\$950,000	\$243,200	\$60,800	\$129,200	\$516,800
Total Revised Project Budget	\$15,131,990	\$3,873,790	\$968,448	\$2,057,950	\$8,231,802

To award the construction contract and construction management, a budget amendment is needed for the A1/A2 Reservoir and B/C Booster Pump Station Project’s proposed FY 2020-21 to cover the expenses for this project. The proposed budget amendment is as follows:

CIP Budget Amendment	Budget	Changes				Balance
		Bond Funded	Capacity Fee Funded	Bond Funded	Capacity Fee Funded	
<u>FROM:</u>						
MW-0111 Beach Road Pipeline	\$494,815	\$379,461				\$115,354
OW-0201 Gigling Transmission from D Booster to JM Blvd	\$525,000			\$201,589		\$323,411
<u>TO:</u>						
GW-0112 A1/A2 Project	\$13,649,720	\$379,461	\$94,865	\$201,589	\$806,355	\$15,131,990

Staff recommends authorizing the Interim General Manager to issue a Notice of Award and to execute a construction contract with Anderson Pacific for this A1/A2 Reservoir and B/C Booster with a not-to-exceed contract total amount of \$13,246,230. Additionally, staff is recommending that the Board authorize awarding a Construction Management Professional Services Agreement to Psomas for the A1/A2 Reservoirs and B/C Booster Pump Station Project with a not-to-exceed contract total amount of \$935,760.

Environmental Review Compliance: The Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program previously adopted by the Board for CIP # GW-0112 meets California Environmental Quality Act (CEQA) requirements for this project.

Financial Impact: Yes No Funding Source/Recap: CIP Project #GW-0112, is funded through 2019 Certificates of Participation proceeds and from Marina Water and Ord Water Capacity Fees.

Other considerations: None.

Material Included for Information/Consideration: Resolution No. 2021-16; Attachment 1 - Anderson Pacific Basis of Bid; Attachment 2 - Psomas proposal.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

March 15, 2021

Resolution No. 2021-16
Resolution of the Board of Directors
Marina Coast Water District

Authorizing the A1/A2 Reservoir and B/C Booster Pump Station Project – CIP # GW-0112
and to Amend the FY 2020-21 Capital Improvement Budget

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on March 15, 2021 via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the District owns and operates the existing B/C Booster Pump Station which has greatly exceeded its useful life and requires immediate replacement; and,

WHEREAS, the District currently has inadequate A-Zone storage for fire-suppression service within the A-Zone; and,

WHEREAS, the District Board of Directors adopted an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for this Project under Resolution No. 2021-15; and,

WHEREAS, the Project was formally advertised for construction bids on January 7, 2021 and on February 24, 2021, District staff conducted a Zoom (virtual) bid opening for the A1/A2 Reservoir and B/C Booster Pump Station Project - CIP # GW-0112, which received six bids; and,

WHEREAS, the lowest responsible bid was from Anderson Pacific in the amount of \$12,986,500; and,

WHEREAS, this project will require the services of a qualified construction management firm to provide the skilled technical and professional personnel necessary to perform construction management, administration and inspection services, which needs to be under contract prior to construction; and,

WHEREAS, staff publicly advertised a Request for Proposals on the District’s website for Construction Management resulting in three firms providing satisfactory proposals for the A1/A2 Reservoir and B/C Booster Pump Station Project; and,

WHEREAS, an interview panel was convened that determined the firm with the superior proposal was Psomas and confirmed by favorable reference checks; and,

WHEREAS, the District has adequate budgeted resources for the A1/A2 Reservoir and B/C Booster Pump Station Project’s proposed FY 2020-21 budget within the FY 2020-21 Capital Improvement Budget, but a Budget Amendment is needed to achieve the desired result.

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 Anderson Pacific for the A1/A2 Reservoir and B/C Booster Pump Station Project in the amount of \$12,986,500.00, plus a 2-percent contingency for a total amount not-to-exceed \$13,246,230; and,
2. Award a Professional Services Agreement to Psomas for Construction Management Services for the A1/A2 Reservoir and B/C Booster Pump Station Project for the not-to-exceed total dollar amount of \$935,760; and,
3. Authorize a Budget Amendment to increase the CIP Budget for CIP # GW-0112 to \$15,131,190; and,
4. Authorize the Interim General Manager to issue a Notice of Award, to execute the Professional Services Agreement, 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 March 15, 2021 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

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. 2021-16 adopted on March 15, 2021.

Derek Cray, Interim Secretary

A1/A2 Reservoirs and B/C Booster Pump Station

CIP # GW-0112

Document 00 41 00

Marina Coast Water District

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mobilization/Demobilization	LS	1	495,000	495,000
2	Sheeting, Shoring and Bracing	LS	1	30,000	30,000
3	Traffic Control	LS	1	20,000	20,000
4	Yard Piping, Sitework, Paving and Fencing	LS	1	1,790,000	1,790,000
5	1.6 MG Steel Water Tank A1	LS	1	1,995,000	1,995,000
6	Booster Pump Station Building	LS	1	1,355,000	1,355,000
7	Booster Pump Station Mechanical	LS	1	500,000	500,000
8	Booster Pump Station Electrical	LS	1	1,106,000	1,106,000
9	75 HP Pump and Motor	EA	3	70,000 210,000/4	210,000
10	150 HP Pump and Motor	EA	3	113,000	339,000
11	Relocate and Install 600 KW Generator	LS	1	80,000	80,000
12	24-inch DIP in Imjin Parkway	LS	1	633,000	633,000
13	24-inch DIP, BPS to 6 th Ave.	LS	1	466,000	466,000
14	18-inch DIP, BPS to 6 th Ave	LS	1	240,000	240,000
15	16-inch DIP, BPS to B-Zone Tie-In	LS	1	190,000	190,000
16	24-inch PVC Sanitary Sewer	LS	1	189,000	189,000
17	HDPE Storm Sewer in 5 th Ave.	LS	1	166,000	166,000
18	NOT USED	n/a	n/a	n/a	n/a
19	NOT USED	n/a	n/a	n/a	n/a
20	NOT USED	n/a	n/a	n/a	n/a
21	SCADA Integration Allowance	ALW	1	\$75,000	\$75,000
22	Permit Allowance	ALW	1	\$15,000	\$15,000
Total of All Unit Price Bid Items					\$

ALW=Allowance, CF=Cubic Foot, CY=Cubic Yard, DY=Day, HR=Hour, LF=Linear Foot, LS=Lump Sum, SF=Square Foot, SY=Square Yard

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids,

and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum and Unit Price Bids = Total Bid Price \$ 9,880,000

5.02 Alternate Bid Item(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
A1	12-inch DIP, BPS to 5 th Ave	LS	1	250,000	250,000
A2	1.6 MG Steel Water Tank A2	LS	1	2,340,000	2,340,000
A3	Replace 300 KW Generator at Intermediate Reservoir	LS	1	150,000	150,000
A4	28-inch HDPE Sanitary Sewer	LS	1	120,000	120,000
A5	Wellfield Flow Meter	LS	1	266,500	266,500
A6	Chlorine System Modification	LS	1	100,000	100,000

Total of Alternate Item Bid Prices: \$ 3,226,500

Base Bid Price: \$ 9,880,000

Total of Base Bid Plus Alternate Items \$ 13,106,500

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The items listed in Document 00 43 93, Bid Submittal checklist, are submitted with and made a condition of this Bid.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Anderson Pacific Engineering Construction, Inc.

By:

[Signature]

Peter E. Anderson

[Printed name]

Peter E. Anderson

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Anne P. Anderson

[Printed name]

Anne P. Anderson

Title:

Secretary

Submittal Date:

February 24, 2021

Address for giving notices:

1370 Norman Avenue

Santa Clara CA 95054

Telephone Number:

408-970-9900

Fax Number:

408-970-9975

Contact Name and e-mail address:

Peter E. Anderson

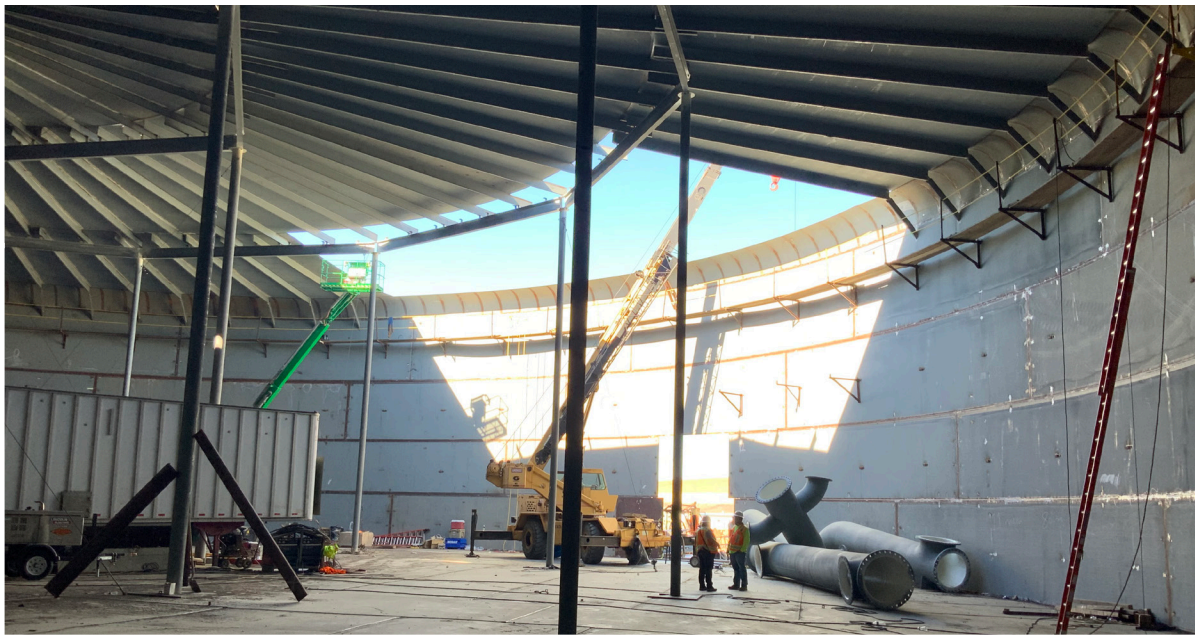
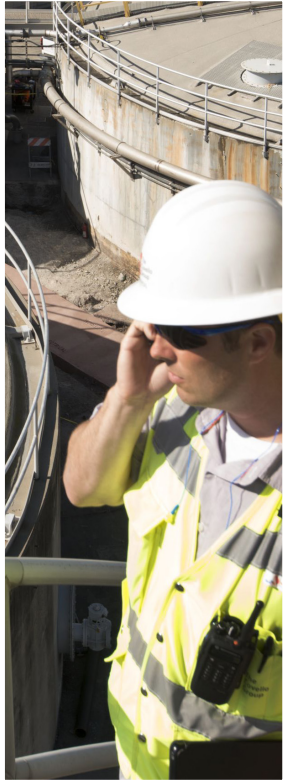
pea@andpac.com

Bidder's Contractor

License No.:

245215

(where applicable)



**PROPOSAL TO PROVIDE
CONSTRUCTION MANAGEMENT SERVICES
MARINA COAST WATER DISTRICT
A1/A2 RESERVOIRS AND BOOSTER PUMP
STATION PROJECT (GW-0112)**

Contact Person
Melanie Carrido, PE, QSP
925.330.0343 cell

Psomas
1660 Olympic Blvd.
Suite 300
Walnut Creek, CA 94596
58

12.29.2020

December 29, 2020

Michael Wegley, PE
District Engineer
Marina Coast Water District
11 Reservation Road
Marina, CA 93933

Subject: Proposal to Provide Construction Management Services for the A1/A2 Reservoirs and Booster Pump Station Project (GW-0112)

Dear Mr. Wegley:

As the Ord Community and Central Marina continue to develop, the increased need arises for improving operational efficiency, fire supply, emergency water storage, and aging infrastructure. To address this need, MCWD is nearing completion of design of the facilities to properly serve their constituency. An essential next step for the District is selecting the right Construction Management (CM) firm to provide CM, administrative and inspection services for the Project. Psomas is the ideal firm for the following reasons:

- ▶ Since 1994 our Team of solutions-oriented, sustainably minded construction specialists has delivered successful projects that make a lasting positive impact on communities.
- ▶ We have established and trusted relationship with MCWD and many nearby public agencies, including Monterey Peninsula Water Management District (MPWMD), MRWPCA, and Monterey One Water (M1W) who can attest to the value and quality of our services.
- ▶ We have an experienced Team and local resources that will provide the District with the necessary skills and flexibility to produce high quality, timely construction.

As Principal and Vice President, the undersigned is authorized to bind Psomas to the terms of the proposal, to commit Psomas to perform the work within the time period, and that Psomas' Proposal is firm and will be valid for ninety (90) days.

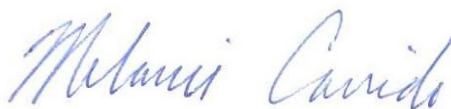
Further, Psomas understands the services to be performed and is enthusiastically states we are the ideal firm to perform the engagement. This is substantiated in the following pages and can be verified by our many satisfied clients. We thank you for your consideration and look forward to once again serving you and MCWD.

Sincerely,

P S O M A S



Gary Skrel, PE
Principal
925.766.1130 cell
gary.skrel@psomas.com



Melanie Carrido, PE, QSP
Project Manager/Construction Manager
925.330.0343 cell
melanie.carrido@psomas.com

1660 Olympic Blvd.
Suite 300
Walnut Creek, CA 94597

Tel 925.933.2300
www.Psomas.com

Table of Contents

Section A: Approach to Project	1
Section B: Experience	8
Section C: Qualifications	16
Section D: References	19
Section E: Schedule	21
Section F: Construction Management Tasks and Responsibilities	23
Section G: Services and Local Familiarity	24
Section H: Representative Projects	27
Appendix	32
Agenda Template	33
Preconstruction Conference Agenda Example	37

APPROACH TO THE PROJECT



The following Section describes our understanding of the critical issues of the A1/A2 Reservoirs and Booster Pump Station Project (Project) and our approach to addressing these key Project concerns.

General Approach Philosophy

Based on our many years of managing water resources construction projects, we understand that each Project stakeholder has different success criteria for the Marina Coast Water District’s (MCWD, District) Project. Table A-1 is an overview of the Project’s stakeholders, their success criteria/priorities, and our CM approach to address these priorities and create success for MCWD and its constituents

Table A.1 - A1/A2 Reservoirs and Booster Pump Station Project Stakeholders, Success Criteria, and CM Approach

Project Stakeholders`	Success Criteria/Priorities	CM Approach
Marina Coast Water District	<ul style="list-style-type: none"> ▶ Timely Completion ▶ Cost Efficiency ▶ Quality Installations ▶ Safe Construction 	<ul style="list-style-type: none"> ▶ Schedule Management ▶ Project First Management
Cal State University Monterey Bay (CSUMB)	<ul style="list-style-type: none"> ▶ Minimizing impacts to students ▶ Protection of existing facilities 	<ul style="list-style-type: none"> ▶ On-site Public Outreach ▶ Weekly Communication and Project Updates
City of Marina	<ul style="list-style-type: none"> ▶ Protection of existing facilities and the traveling public on Imjin Parkway 	<ul style="list-style-type: none"> ▶ TCP Enforcement and Real time adjustment as required ▶ Baseline monitoring of existing infrastructure
Contractor	<ul style="list-style-type: none"> ▶ Productive and efficient construction ▶ Timely payment for Contract and Extra Work ▶ Safety of their crews 	<ul style="list-style-type: none"> ▶ Timely resolution of field issues. ▶ Timely review and processing of Progress Payments. ▶ Fair and firm negotiation of extra work items

Timely Project Completion - CSUMB Agreements

We understand that this Project has a strict 2-year timeframe starting in March 2021 due to current construction easement agreements with CSUMB. In this regard, Psomas will be proactive in schedule management and anticipation of potential delays. We will be on the front line of identifying and resolving potential road-blocks as the Project moves towards on-time or early completion. Psomas will provide recommendations and suggestions to keep the Project on schedule and mitigate potential delays.

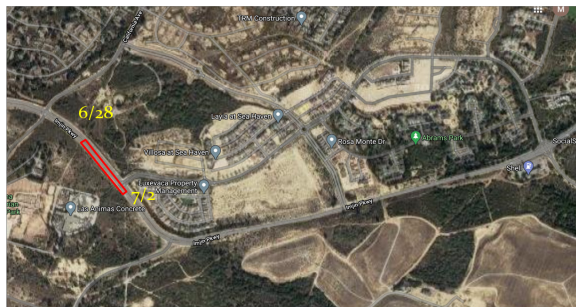
Multiple Agency Coordination and Community Outreach

We understand this Project will impact the surrounding Cities of Seaside and Marina, US Army (Presidio of Monterey, and CSUMB campus facilities. The storm drain and water main pipeline traverse several different public jurisdictions which will also involve communication with Monterey-Salina Transit, Emergency Services, Monterey Peninsula Unified School District, and CA State Parks.

Coordination and upfront outreach will be crucial to establish expectations and requirements early with all Project stakeholders, including the public, whose communities and daily activities will be impacted by the work. In particular, the pipeline work impacting

When is this happening?

Imjin Parkway–West to East 6/28 – 7/2 (Weekdays Only)



Community Outreach Presentation

Imjin Parkway will need to be communicated well in advance of the construction. Proactive communication is key to building trust and cooperation. Psomas will coordinate community outreach meetings to inform the public of the Project before construction, document discussions and agreements with agency stakeholders,

and provide timely communications regarding Project progress.

Even in the era of Covid 19 and remote learning, the CSUMB campus and surrounding city, regional, federal, and transit jurisdictions will be kept informed of the contractor's planned activities. Like past projects that impacted a local community, Psomas can establish a Project Hotline to inform the public of upcoming work, Project progress, and a line of communication to receive public input and address concerns.

Construction Constraints

Sandy Soils



Experience Working in Sandy Soils

From our recent pump station and pipeline experience in Marina, sandy conditions can be expected on the CSUMB campus and Imjin Parkway. Therefore, in the construction of the Booster Pump Station, initial shoring installation and monitoring of safe conditions during

subgrade and foundation excavation will be very important to maintain the integrity of the adjacent A1/A2 site and adjoining Marina Maintenance Yard property. Psomas will establish baseline elevation surveys to assess if any settlement occurs at existing facilities or the A1/A2 site during Booster Pump Station construction.

Similarly, the trench excavation for pipeline work between 6th Ave and 5th Ave, as well as on Imjin Parkway, will need to be adequately protected from the possibility of "flowing sand" conditions, yet flexible enough to allow for working around existing utilities. During the pipeline installations, our inspector(s) will work with the contractor's competent person to monitor the excavation's safety, not only for the workers but also for vehicular, bicycle, and pedestrian traffic adjacent to the work zone.

Improvements Integration

Proper sequencing for integrating the new Booster Pump Station and A1/A2 Reservoirs will involve close coordination with MCWD to transition from A Zone's

Main System to B/C Pressure Zone infrastructure. Also, the Intermediate Reservoir and Chlorination Station work will need to be properly scheduled and coordinated to minimize shut down and/or system outages for tie-in and startup activities. Psomas has a proven successful track record, such as the Reservation Road Siphon Project and the recently completed Injection Wells Phase 2 Project in which MCWD’s Blackhorse Reservoir was integrated into M1W’s Regional Water Treatment Plant (RWTP) Control Room Operations.

Proper sequencing for demolition and integration of storage, pumping, and chlorination systems will be vital to minimizing impacts to MCWD’s existing operating facilities and service to their customers. Psomas will guide the Project Team through coordination meetings both on and off site to confirm how and when demolition can occur with proper LOTO protocols; scheduling or sequencing startup and testing for most efficient tie-in and integration to minimize “down time”; and identifying windows of planned District shutdowns that can be concurrently utilized for contractor’s work.

Utility Conflict/Potholing and Utility Conflict Mitigation

Avoidance of utility damage and utility interruptions can be achieved by strict adherence to potholing

protocols and planning. This will be particularly important for the connections on 5th and 6th Avenues. Before commencing earthwork, the contractor will be required to field locate existing buried utilities that may be affected. The contractor will be required to use hand digging techniques when appropriate. Psomas will then work promptly with the contractor and designer to develop any necessary changes for pipe installations due to the potholing data.

Traffic Control and Public Safety

Vigilant monitoring of the contractor’s implementation of the approved Traffic Control Plan will be vitally important to maintaining public safety and work zone protection. Work, especially on Imjin Parkway, will be areas of high traffic and risk potential. Psomas will work with the County and City of Marina to communicate expectations to the contractor regarding maintaining clearly delineated work zones and safely moving pedestrians, bicyclists, and vehicles around the work daily.

A1/A2 Reservoirs Construction

Subgrade Preparation

As with the construction of any structure, the subgrade preparation is critical to ensure the foundation’s settlement does not affect the short and long-term performance of the storage facility. Pacific

Table A.2 - Project Challenges, Approach, Benefits

Project Challenge	Approach	Benefit
Traffic Impacts	<ul style="list-style-type: none"> ▶ Close Coordination with City/ County Agencies and Contractor for Clear Communication and Expectations 	<ul style="list-style-type: none"> ▶ Protection of workers, traveling public, and neighboring agency infrastructure
PG&E Energization Coordination	<ul style="list-style-type: none"> ▶ PG&E Trench Package Review ▶ Proactive early PG&E coordination meetings ▶ Practical, Project First Solution Approach to Design Modifications 	<ul style="list-style-type: none"> ▶ Timely Energization ▶ Minimizing Cost Impacts ▶ Positive MCWD/PG&E Relationship
Potential Schedule Delays	<ul style="list-style-type: none"> ▶ Schedule development and review ▶ Critical Submittal Focus 	<ul style="list-style-type: none"> ▶ On-time completion ▶ Minimizing Procurement Delays ▶ Minimizing Field Changes
Sequencing Constraints	<ul style="list-style-type: none"> ▶ Coordination meetings and clear communication 	<ul style="list-style-type: none"> ▶ Minimizing impacts to existing operations and facilities ▶ Efficient startup and testing

Crest Engineering, Inc. (PCE), as a subconsultant to Psomas, will be providing compaction testing and geotechnical engineering recommendations as-needed if issues arise during excavation and subgrade preparation. Psomas and PCE staff have worked together on several projects since 2015 assisting M1W and MPWMD in exploratory geotechnical investigations troubleshooting subsurface issues in Marina and the City of Seaside as it relates to construction of important pump station and water storage facilities. With this proven track record, Psomas will provide MCWD with efficiency in QA services and timely field decisions.

Submittal Coordination

The key to minimizing changes during construction is to identify potential conflicts. First, the tank fabricator/manufacturer's designer, and Schaaf & Wheeler, must be on the "same page" as to the 1.6MGD A1 A2 tanks technical requirements. Adhering to height limitations, appurtenance location, design capacity, and from our past experiences, the review and awareness of details such as bolt material, gasket compatibility with stored water constituents. All of these topics will be emphasized. These items must all be reviewed, agreed to, and approved during the submittal process to avoid cost impacts and time delays during construction. Psomas will coordinate submittal meetings to establish this understanding. Subsequently, Psomas inspection staff will confirm that the latest iterations and approved versions of the submittal shop drawings are the ones construction crews are using for building the tanks.

Secondly, Psomas will work with Schaff & Wheeler and the contractor for submittal coordination to confirm that ringwall foundation design and tank submittal design are compatible and consistent in terms of final elevations and anchoring requirements. Also, coordination with other trades – mechanical piping, and electrical conduit interaction with the tank and foundation design and how potential settlement is accounted for in connections and layout for underground to above ground transitions are items that Psomas will review along with the Schaaf and Wheeler as part of the submittal process.

Welded Steel Tank Construction

Although primary QC welding and radiographic inspection will be handled by the tank subcontractor the Psomas CM Team will provide specialty QA

verification Inspection. Also, as we anticipate the contractor may have multiple crews for concurrent A1 and A2 construction, Psomas, in conjunction with Twining, Inc. will coordinate inspection resources



and develop an organized system for confirming and documenting that all welders for on-site and off-site fabrications have current and applicable certifications for the type of welding work they performed.

Coating Application

Bay Area Coatings Consultants, Inc. (BACC) will provide specialty coatings inspections as a subconsultant to Psomas. BACC has supported Psomas on several coastal



projects in Marina, City of Seaside, and most recently provided specialty coating inspection for MCWD's 2.0 MG Tank #2 rehabilitation. With this experience, our Team is well versed in making sure the coating contractors' methods for obtaining and maintaining optimum moisture and temperature values for proper surface preparation and coating applications are achieved in the typically foggy Marina weather. We also recommend that BACC perform shop coating inspections.

Anchorage Connections

Psomas will work with the contractor and supplier to accurately locate cast-in-place anchors and will

provide specialty inspection and proof load QA testing through Pacific Crest Engineering as required.

Booster Pump Station Construction

Submittal Coordination

Similar to our approach for the A1/A2 Steel Tank Reservoirs submittal process, we will work closely with the designer and contractor to identify potential conflicts before the procurement phase. Since there are six (6) new pumps (three (3) Zone B 75 hp and three (3) Zone C 150 hp), their early review and approval will be key to keeping their procurement duration consistent with an on-time Project delivery.

Critical items we will review will include pump motor compatibility, with VFD submittals and overall power demand with the planned PG&E design package for the Project. On previous projects, Psomas and Beecher Engineering, Inc. (BEI) have proactively identified electrical conflicts and or omissions related to PG&E and Project level design documents. For example, for the M1W Injection Wells Facility Phase 2 Project, BEI's knowledge of PG&E medium voltage requirements led to MCC reconfiguration and expansion during the submittal process that saved the Project significant time and money if it had not been discovered and addressed until post-procurement and installation.

Booster Pump Station Building Construction

While the pump station building construction is relatively straightforward, we know that sequencing and coordination with subsequent trades is important for meeting timelines. With that understanding, Psomas will work the contractor and designer during the submittal process to prioritize long lead items that will allow the efficient slab to roof construction. Our focus will be schedule development and sequencing of the shoring and retaining wall construction, subgrade excavation, pipeline installation, long lead pump related submittals, and steel framing procurement. Psomas has developed a preliminary high level schedule, which is presented in Section C.

PG&E Trench Package and Energization Coordination

Psomas and BEI will provide support for critical PG&E coordination needed to energize the new Booster Pump Station. Todd Beecher, PE (Beecher) of BEI has an established track record and excellent working relationships with local PG&E staff. He will provide invaluable insight and efficiency in assisting MCWD to coordinate their new facility power needs with PG&E requirements. As an example, for M1W, Beecher provided "Green Tag" inspections, supplementary submittal reviews for critical MCC, VFD, and electrical packages, compatibility with pump motors, and also assisted with electrical change order cost proposal reviews. With the combined team of Psomas, BEI, and Schaaf & Wheeler, MCWD will have the added resources needed to bring safe, reliable power to the new A1/A2 Reservoirs and Pump Station within Project timelines.

Approach to Communication

Interpersonal Skills

To maintain a professional atmosphere on the project site, Psomas maintains a "good-manners" approach, which leads to respect for each other, respect for the existing treatment plant, respect for the contract requirements, and respect for each other's goals.

Technology

With the use of modern technologies, and in the social distancing context of Covid 19, designers and decision makers can essentially be present on the job site without travel. We will be using Procore, a web-based document management application. Procore is the system that M1W is currently using for their CIP projects and recently completed Pure Water Program. With Procore, virtually all documents will be transmitted and recorded electronically. Psomas has been using it successfully on many projects for the past 10 years. Our field staff and subconsultants will have internet accessible tablets for quick access to Procore and other Projects documents. The instant accessibility, along with Procore's high-level tools, produces efficiency in the documentation of as-built conditions and instant communication of contract requirements and/or changes to the contractor. Also, Procore's cost reporting function for owners provides ready access for cash flow and funding purposes.

Procore Document Sharing

The Procore document management system allows for immediate access to contract documents for the Project Team, expediting timely communications and



resolution of field or administrative items. Psomas will have the ability to dictate which documents are distributed to various users.

Weekly Meetings

Our Team values weekly coordination meetings and other special meetings whenever needed to resolve a critical issue. We will invest in appropriate levels of effort to ensure that these meetings are meaningful and beneficial. Psomas will also be responsible for providing records of discussion for all applicable meetings.

Timely Change Order Management

Investigations and Determination

Psomas will provide detailed investigations of all change conditions immediately upon notification as a standard procedure. This timely hands-on management of changes provides a clear and concise description of issues as they arise, which provides the basis for determining merit and the most time-efficient method of addressing extra costs.

Work Change Directives and Field Orders

Utilization of work change directives and field orders is quite effective for providing timely direction, and an immediate means of tracking extra work costs as the work occurs. This allows work to continue and provides a basis for change order execution with minimal cost negotiations.

Change Order Scope Documents

Psomas prides itself on extremely detailed and thorough scope change documents (RFIs, RFQs, CCOs) to explicitly convey information and make clear reference to contract stipulations and documents. The change scope documents prepared by Psomas will be issued clearly and concisely.

Scrutiny of Contractor Quotes

Psomas will rigorously review and scrutinize the contractor's cost proposals and compare our independent cost estimates. Our review will include manhours, material estimates, and equipment utilization. In every case, Psomas will provide the District with our recommendation on merit and reasonable cost.

Resolving Disputes and Schedule Delays

Reasonable Decision Making

When appropriate, we will provide the District with all necessary recommendations based on experienced judgment. Reasonable and practical conclusions that mitigate, not exacerbate, the potential for disputes is the goal of Psomas' decision-making process.

Working Together

Partnering (formal or informal) is the centerpiece of Psomas' approach to creating positive working relationships. Open communication, cooperation, and mutual trust are necessary to build a robust and effective Project Team, resolve Project issues efficiently, and avoid claims.



Dispute Resolution Ladder

Established dispute resolution techniques include the use of a dispute resolution ladder, which promotes timely resolution and allows project participants to focus on their primary duties. Psomas has successfully utilized this technique on past projects where issues could not be resolved at the project field level.

Project Safety

As with past Psomas projects, and especially now in the age of Covid 19, our Team will develop and implement a safety program for the CM Team. Project safety will always be the highest project priorities. All OSHA mandated protocols will be enforced. Psomas staff is properly trained and certified to perform their assignments.

Contractor Responsibility

The Contractor is responsible for overall site safety. This responsibility goes beyond the contractor's personnel. It includes protecting pedestrian, bicycle, and vehicular traffic from construction hazards and providing a safe work site

for access by the District, Psomas, and other Project participants.

Safety will be the top priority for the Psomas Team. We are fully committed to a serious and active approach to promoting a safe work environment with zero tolerance for human injury or threat to life.

In Closing

Psomas will support MCWD's Project with a CM Team that is well versed in the challenges of constructing steel reservoirs, pump stations, and pipeline projects through variable terrain and congested thoroughfares. Our approach provides a "Project First" mentality that proactively addresses the dynamic nature of pipeline construction through constant communication and coordination and timely resolution and documentation of changes. Arum sequi qui

“ their quality and integrity of work, specifically, their attention to detail and professionalism ”

Excerpt from client response to “What sets Psomas' CM Team apart?”

Thanh Vo

Senior Engineer

Delta Diablo Sanitation District

EXPERIENCE

We understand that completing the A1/A2 Reservoirs and Booster Pump Station Project on schedule is a top priority for the District.

Psomas is a leading consulting firm that provides public and private sector clients with construction management, engineering, surveying, and environmental services from 15 offices in California, Arizona, and Nevada. Our firm's purpose is to help improve public infrastructure, focusing on wiser use of natural resources and our clients' dollars.

Water Resource Specialists

For the past 25 years, the primary focus of Psomas' Walnut Creek Regional Office has been full-service construction management (CM) for public water resources projects, including reservoirs, pump and lift stations, pipelines (collection and transmission), and treatment plants for water, wastewater, and recycled water projects. We provide the knowledge, experience, and enthusiasm to lead collaborative teams that deliver smarter, resource-efficient solutions for the communities our clients serve.

We represent our clients' interests and place the project's needs first – coordinating between the designer, contractor, and other stakeholders to focus on the common goal of successful construction. Building these relationships starts with the day-to-day front line interactions to provide the best project support for the District and their partnering agencies. These deep-rooted relationships are a testament to our commitment to water resource projects and genuine care for the quality of the projects we deliver for our clients.

We understand that completing the Project on schedule is a top priority for the District. Our Proposal will show that our ongoing experience managing projects of similar scope and size and our local Team's qualifications position us strongly to deliver high-quality, proactive CM, administration, and inspection services. Our pride, commitment, and care for the Project and MCWD provide additional impetus for us to see the Project through to successful completion.

Psomas Team

Our Team consists of a dedicated, local group of professionals led by **Melanie Carrido, PE, Project Manager/Construction Manager**. Melanie will be the District's **main-point-of-contact** and will oversee all CM, administration, and inspection services. **Gary Skrel, PE**, will act as **Principal**, provide technical advisory assistance and oversight, as needed, and be the contact person for all contract matters. Our experienced construction inspectors, **Larry Clough** and **Michael Stillian**, and office engineering/field engineer (OE/FE), **Juan Gutierrez-Silva**, round out our CM Team. They will provide most of the on-site services under the guidance and direction of Melanie and Gary.

Our Team is cohesive and has successfully worked together, in the roles shown in the organization chart on the following page, on multiple water resources projects with similar scope, size, and complexity as MCWD's Project. Our Team's experience working with other regional Project stakeholders will allow us to "hit the ground running" to proactively manage MCWD's Project.

Examples of how MCWD will benefit from our Team’s local experience include:

- ▶ **Community Outreach** - We have experience with multiple projects in Monterey and Santa Cruz Counties where we used various communication channels, including informational meetings, blogs, District website updates, and phone Hotlines for project updates and public feedback.
- ▶ **Excavations in sandy soils** - We have worked on multiple projects with sandy soil conditions, such as MCWD’s Reservation Road Siphon Remediation Project, the City of Santa Cruz’s North Coast System Rehabilitation Project Phase 3 Project, and Pajaro Valley Water Management Agency’s (PVWMA) Recycled Water Storage

and Distribution Pump Station Improvements Project. By applying the knowledge gained from this experience, our team will know what to look for and how to address it to keep the project progressing.

- ▶ **Pipeline installations in public Right-of-Way** As an example, on the Soquel Main Replacement Project, our Team members successfully coordinated between multiple agencies and utilities, managed traffic control, and constraints associated with Cabrillo College.

Single page resumes of our Team members are presented on the next pages. These resumes are followed by information on the subconsultants we are proposing to provide all the required services for the District’s Project.

Figure B.1 - Organization Chart





Melanie Carrido, PE, QSP

Project Manager/Construction Manager

Melanie Carrido has over 25 years of construction management and engineering experience on water resources, bridge/roadway, and storm damage repair projects. She has both construction management and general contracting experience on over 20 local public and private works projects for Marina Coast Water District, Monterey Regional Water Pollution Control Agency, Carmel Area Wastewater District, Monterey Peninsula Water Management Agency, City of Watsonville, Pajaro Valley Water Management Agency, City of Santa Cruz, County of Santa Cruz, Scotts Valley Water District, Central Water District, and Soquel Creek Water District. Melanie has established close working relationships with owner, designers, environmental consultants, contractors, subcontractors, and local suppliers in Monterey and Santa Cruz Counties. She has extensive practical construction knowledge and is an excellent communicator who understands the complexities of building public and private projects in challenging environments and is dedicated to guiding teams to deliver successful projects.

REGISTRATION

1996/CA/Civil Engineer/54881

EDUCATION

/BS/Civil Engineering/
University of California,
Berkeley

CERTIFICATIONS

QSP/California Stormwater
Quality Association

PROFESSIONAL AFFILIATIONS

California Water
Environment Association
Association of California
Water Agencies

TRAINING

Competent Person
Confined Space
CPR/First Aid
Excavation and Trenching
Occupational Safety &
Health Administration
Supervisor- Safety Training

EXPERIENCE

With Psomas for 10 years;
with other firms for 15 years

Experience

Marina Coast Water District

- ▶ Reservation Road Siphon Remediation Project

Monterey One Water

- ▶ Blanco Drain and Reclamation Ditch Diversion Facilities (Part of the Pure Water Monterey Program)
- ▶ Injection Wells Phase 3 Project
- ▶ Injections Wells Phase 2 Project
- ▶ Salinas Stormwater Grant Project Phase 1B Salinas Treatment Facility Storage and Recovery

Monterey Peninsula Water Management District

- ▶ Santa Margarita Aquifer Storage and Recovery Water Treatment Facility

Soquel Creek Water District

- ▶ Polo Grounds and Well Treatment Facilities
- ▶ Soquel Drive Cast Iron Main Replacement Phase I & II
- ▶ O’Neil Ranch Well and Water Treatment Plant
- ▶ McGregor Pump Station
- ▶ Aptos Pump Station

City of Watsonville

- ▶ Vista Montana Well Pump Station
- ▶ Recycled Water Facility

Pajaro Valley Water Management Agency

- ▶ Recycled Water Storage & Distribution Pump Station Improvements



Larry Clough, icc

Construction Inspector

Larry Clough has worked in the construction industry since 1978. He is Psomas' veteran and lead inspector and serves as mentor and example to all of our inspection staff. He has extensive real world practical knowledge gained from decades of inspection experience on a variety of construction projects including pump stations, pipelines, tanks, and treatment facilities. In addition, he has experience in soils, concrete, reinforcement, and asphalt placement. Larry has also provided numerous clients, in the Monterey/Santa Cruz area and Greater Bay Area, with startup and testing expertise, acting as lead inspector responsible for the scheduling and sequencing of startup, commissioning, and operational testing of equipment and SCADA systems.

EDUCATION

Coursework/Programmable Logic Controllers Concepts /Hartnell College

Coursework/Controllers Analog Concepts/Hartnell College

Coursework/Water Technology Program/Hartnell College

CERTIFICATIONS

Reinforced Concrete Special Inspector/International Code Council

PROFESSIONAL AFFILIATIONS

California Water Environment Association

TRAINING

ACI - Concrete Field Testing Technician Grade I American Concrete Institute

Competent Person

Confined Space

CPR/First Aid

Excavation and Trenching Occupational Safety & Health Administration

ICC - Reinforced Concrete Special Inspector Associate International Code Council

Supervisor- Safety Training

EXPERIENCE

With Psomas for 18 years; with other firms for 24 years

Experience

Marina Coast Water District

- ▶ Reservation Road Siphon Remediation Project

Monterey One Water

- ▶ Blanco Drain and Reclamation Ditch Diversion Facilities (Part of the Pure Water Monterey Program)
- ▶ Injection Wells Phase 3 Project
- ▶ Injections Wells Phase 2 Project
- ▶ Salinas Stormwater Grant Project Phase 1B Salinas Treatment Facility Storage and Recovery

Soquel Creek Water District

- ▶ Polo Grounds and Well Treatment Facilities

City of Watsonville

- ▶ Recycled Water Facility

Pajaro Valley Water Management Agency

- ▶ Recycled Water Storage & Distribution Pump Station Improvements
- ▶ Blend Well Pipeline
- ▶ K-1 Pipeline

City of Paso Robles

- ▶ Wastewater Treatment Plant Upgrade



Michael Stillian

Construction Inspector/Electrical

Michael Stillian has 20 years of construction industry experience with an expertise in electrical systems for greater Bay Area water resources agencies. He worked as a construction inspector for the last three years and as a registered electrician and electrical foreman for a general contractor in the prior 17 years. During that time, he inspected electrical work, reviewed plans and specifications, planned work, ordered materials and, monitored team performance.

His work has ranged from the installation, connection, startup, and testing of new electrical power systems and instrumentation and controls systems, to the rehabilitation of pipelines, and the installation, startup, and testing of new water, sanitary sewer, and storm drain services.

Michael builds positive working relationships with his clients and contractors and is passionate about collaborating with others to identify solutions to problems that keep projects moving forward.

REGISTRATION

CA/General
Electrician/120457

CA/Registered Electrical
Contractor/1059570

CERTIFICATIONS

Grade 1 Certified Technician
for Concrete and Rebar/
American Concrete
Institute

EXPERIENCE

With Psomas for < 1 year;
with other firms for 20
years

Experience

City of Sunnyvale (Inspector)

- ▶ Water Pollution Control Plant

Past Experience

Soquel Creek Water District (Electrical Foreman)

- ▶ McGregor Pump Station
- ▶ Aptos Pump Station

Scotts Valley Water District

- ▶ New Utility Installation Polo Ranch, Pinnacle View, and the Terrace Developments

City of Redwood City (Inspector)

- ▶ 12kV Emergency Project

Silicon Valley Clean Water Program (Inspector)

- ▶ New 12kV Switchgear

City of Mountain View (Inspector)

- ▶ Pipeline replacement

Union Sanitary District (Electrician)

- ▶ Multi-building MCC Replacement



Juan Gutierrez-Silva

Office Engineer/Field Engineer

Juan works as an office engineer/field engineer (OE/FE) on water resource projects in Santa Cruz and Monterey Counties where he performs field inspection and office administration. In that role, he prepares weekly progress meeting agendas and minutes, submittals, RFIs, and field orders, and assists with the preparation of change orders, and progress payments. Prior to joining Psomas, he worked in public works for the Cities of Salinas, Santa Clara, and San Jose.

EDUCATION

2019/MS/Civil Engineering,
Construction Management/
San Jose State University

2010/BS/Civil Engineering/
San Jose State University

TRAINING

Excavation and Trenching
Occupational Safety &
Health Administration

First Aid, CPR & AED
National Safety Council

EXPERIENCE

With Psomas for 1.6 years;
with other firms for 5 years

Experience

Santa Cruz County Sanitation District

- ▶ Soquel Pump Station Force Main Replacement

Monterey Peninsula Water Management District

- ▶ Santa Margarita Aquifer Storage and Recovery Water Treatment Facility

City of Watsonville

- ▶ Airport Freedom Trunk Sewer Replacement

Pajaro Valley Water Management Agency

- ▶ Water Disk Filter Upgrade

Carmel Area Wastewater District

- ▶ Hatton Canyon Pipeline Replacement



Gary Skrel, PE

Principal/Regional Manager

Gary has worked in the engineering profession with an emphasis in construction since 1979. He has experience in dispute resolution and claims analysis, scheduling, construction management, program management, project management and design of public water resources facilities for various municipal agencies. He provides advice and hands-on involvement with preconstruction, schedule reviews, claims and delay analysis as dictated by the needs of the project.

REGISTRATION

1987/CA/Professional
Engineer/Civil/43547

EDUCATION

/BS/Civil Engineering/
University of Michigan

PROFESSIONAL AFFILIATIONS

Association of California
Water Agencies

American Water Works
Association

Bay Area Water Works
Association

Bay Planning Coalition

Construction Management
Association of America

City of Walnut Creek, Mayor

Central Contra Costa Solid
Waste Authority, Director

TRAINING

Competent Person T

Confined Space

CPR/First Aid

Supervisor- Safety Training

EXPERIENCE

With Psomas for 26 years;
with other firms for 15 years

Experience

Monterey Regional Water Pollution Control Agency

- ▶ Blanco Drain and Reclamation Ditch Diversion Facilities (Part of the Pure Water Monterey Program)

Monterey One Water

- ▶ Injection Wells Phase 3 Project

Soquel Creek Water District

- ▶ Polo Grounds and Well Treatment Facilities

City of Watsonville

- ▶ Recycled Water Facility

Pajaro Valley Water Management Agency

- ▶ Recycled Water Storage & Distribution Pump Station Improvements
- ▶ Blendwell Pipeline

City of Brentwood

- ▶ Non-Potable Storage Tank

Zone 7 Water Agency

- ▶ Patterson Pass Water Treatment Plant and Ozonation Project

Delta Diablo Sanitation District

- ▶ Antioch Recycled Water Project (Reservoir and Pipeline Project)

Livermore-Amador Valley Water Management Agency

- ▶ Export Pipeline Program (Multiple Pipelines and Pump Stations)

Marin Municipal Water District

- ▶ Forbes Hill Reservoir

North Marin Water District

- ▶ Recycled Water Expansion to Novato Central Service Area

Ross Valley Sanitary District

- ▶ Pump Station 12 Bon Air and Pump Station 13 Greenbrae Rehabilitation

City of Santa Cruz

- ▶ North Coast System Rehabilitation Project Phase 3

Santa Cruz County Sanitation District

- ▶ Soquel Force Main Replacement and Pump Station

SUBCONSULTANTS

Our subconsultants are an important part of our Team and are vital to the success of the Project. For seamless support and cohesion, we are proposing the following subconsultants. We know we can count on their responsiveness and the quality of the services they provide.



Beecher Engineering, Inc. (BEI) is an electrical engineering consulting firm. Todd Beecher, EE will provide electrical,

instrumentation, and controls (E, I and C) advisory services. He has over 28 years of experience in the planning, design, and construction of electrical power, control, and instrumentation systems for the water and wastewater industry. He has teamed with Psomas for over 17 years and performs constructability reviews, review of equipment submittals, installation testing and start up, and change order evaluation. He is currently providing services on design and construction projects for the MRWPCA Carmel Area Wastewater District and Pajaro Valley Water Management Agency. Todd has been providing E, I and C services for Psomas CM Teams for 20 years. He is an invaluable resource when it comes to troubleshooting electrical/mechanical interface, power and PLC and SCADA operations. In addition to his relevant experience, he is also very familiar with the area, having been born in Santa Cruz and raised in Salinas. Todd is a proud graduate of Salinas High School.



Bay Area Coating Consultants, Inc. (BACC) has been serving the coating and lining industry for over 30 years. Their long-term employees are

NACE-certified inspectors recognized for the use of state-of-the-art inspection technology and equipment. Psomas has successfully partnered with BACC on numerous projects for 25 years. In addition, BACC completed special coating inspection for the District's 2.0MB Tank #2 in 2018 tank and are very familiar with the District's staff and operations.



RGM Kramer, Inc. (RGMK) will provide labor compliance services, including certified payroll review, craft workers'

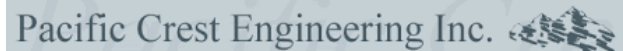
verification, and interview services. RGM has administered Labor Compliance Programs ("LCPs") for

the Monterey Peninsula Unified School District, Salinas Union High School District, City of Paso Robles, County of Monterey, and numerous municipalities in California. RGM has successfully worked in partnership with Psomas on multiple projects dating back to 2011. They have a "B" Contractor's License #509513 and DIR #1000000320.



Twining, Inc. (Twining) specializes in working with local public agencies to provide engineering,

testing, and inspection services for infrastructure projects such as wells, reservoirs, treatment plants (new and in service), potable and reclaimed water distribution and transmissions mains, sewage collection systems (both gravity and pressure systems), as well as tanks, booster and lift stations. For many of these projects, Twining provided specialty welding inspection for welded steel tank components. Psomas and Twining have partnered on projects in Northern and Southern California. The two firms have developed a synergistic and cooperative working relationship built on clear and timely communication and reporting



Pacific Crest Engineering (PCE) will perform materials testing on existing soils, backfill, and concrete. PCE is a local firm (Watsonville) providing special inspection services to the public and private sectors of the Monterey area. They are a certified woman-owned DBE (#41551) and Small Business (#47199) with the State of California. The Joint Utilities also recognize them as a certified Women Business Enterprise #15060114.

Psomas delivers successful projects for its clients by partnering with specialty subconsultants we know and trust to deliver dependable, quality services

QUALIFICATIONS

Psomas has a proven track record of working closely with our clients and collaborating with all other stakeholders to deliver water resources projects successfully. Our Team has extensive experience managing similar construction for public agencies. Our portfolio of projects with similar features and characteristics to MCWD's Project includes welded steel tanks, pump stations, new electrical services, construction in highly trafficked areas, maintaining public safety, managing public outreach, stakeholder communication, and open-cut pipeline construction.

MCWD and Psomas Working Together

The District and Psomas have an excellent working relationship, which was initially developed during the Reservation Road Siphon Project. Our previous experience serving the District provides us with an understanding of the District's processes, policies,



and preferences related to managing construction projects, which will significantly reduce the management and coordination workload burden for the District. We view the opportunity to serve an existing client on a new project as an opportunity to improve, optimize value, and exceed expectations.

Also, Psomas has managed numerous projects in the Monterey Bay area, including the cities of Carmel, Monterey, Marina, Salinas and Seaside,

and Santa Cruz County, which makes our Team very familiar with many local contractors and jurisdictions. Also, Psomas has established working relationships with MCWD staff by integrating their recently constructed RUWAP Blackhorse Recycled Water Reservoir and M1W's Pure Water Program Advanced Purification and Injection Wells Phase 2 Projects.

Psomas and Schaaf and Wheeler have partnered together on several water resource projects in Santa Cruz and Monterey Counties over the past six years. Melanie Carrido and Andy Sterbenz have an excellent working relationship characterized by mutual respect and established trust. Therefore, if selected, MCWD will have the added benefit of a CM and design team with cooperative and complementary skill sets to serve the Project and the District better.

Our Team is equipped with the knowledge and relationships to accomplish the goals of this Project. Our experience managing local projects and managing reservoir, pump station, and pipeline projects provides us an excellent understanding of the potential issues encountered during construction and how to address them proactively.

Psomas Reservoir, Pipeline, and Pump Station Experience

Tables C.1 and C.2 present projects with similar components to MCWD's Project. These elements include the nature of the work, project site conditions, public agency coordination, and the required level of public outreach.

Table C.1 - Reservoir Projects

Project	Agency
Recycled Water Storage and Distribution Pump Station Project	Pajaro Valley Water Management Agency
Patterson Pass Water Treatment Plant	Zone 7 Water Agency Livermore
Recycled Water Expansion Project - Central Service Area	North Marin Water District
Forbes Hill Reservoir	Marin Municipal Water District
Antioch Recycled Water Project	Delta Diablo
Pump Station 4A and Reservoir 4A	Dublin San Ramon Services District
Eastern Dublin Zone 3 Potable Water Facilities	Dublin San Ramon Services District
Zone 2 Recycled Water Facilities	Dublin San Ramon Services District
Zone 1 Reservoir 1.3 Project	City of Brentwood
Water Storage Tank	City of Hughson

Table C.2 - Pump Station and Pipeline Projects

Project	Agency
Reservation Road Siphon Remediation Project	Marina Coast Water Agency
Salinas Stormwater Phase II Project	Monterey One Water
Blanco Drain & Reclamation Ditch Water Diversion Projects	Monterey One Water
Airport Freedom Sewer Main Replacement	City of Watsonville
F Line Pipeline Project	Pajaro Valley Water Management Agency
Milliken-Sarco Tulocay Booster Pump Station & Pipeline	Napa Sanitation District
Recycled Water Expansion Project - Central Service Area	North Marin Water District
Chain of Lakes Wells and Pipeline	Zone 7 Water Agency
Multiple Pump Station Projects	Ross Valley Sanitary District

Team Qualifications

Psomas is proposing a technically qualified and personable Team for this Project. In addition to our Team's credentials, which we presented in Section B, we have the experience to prioritize the Project's demands, work cohesively, and communicate effectively with MCWD and other project participants. Our past success working with MCWD on the Reservation Road Siphon Remediation Project and coordinating with M1W's Injection Wells Phase 2 and MCWD's RUWAP project has established trust and a good working relationships with MCWD staff.

The Project requires a CM Team to act as the Project Ambassador, using tact and diplomacy when interacting with the public, residents, and businesses directly impacted by the construction. On the other hand, the CM Team will use "firm and fair" diplomacy when working through difficult field issues with the contractor and their subcontractors. Each group has contrasting communication challenges that require a skillful CM. Our Team has gained this experience on similar projects and will bring this valuable expertise to the District's Project.

Psomas Team - A1/A2 Reservoir and Booster Pump Station Project

Melanie Carrido, PE, QSP will be the PM/CM for the Project, managing the overall CM Team – Psomas and Subconsultant staff, focusing on project costs and day-to-day Project schedule.

Larry Clough will be the inspector for the Project providing Quality Assurance in the field and coordination of operations and installations.

Juan Gutierrez OE/FE will be the office engineer/field engineer providing the CM and inspector administrative and field support as needed for the processing of RFI's/Submittals, communication such as weekly meetings, and cost management (Progress Payments and Change Order assistance).

Gary Skrel, PE will serve as Principal, providing advisory and oversight as needed. With 37 years of experience applying a practical and partnering approach to resolving project issues, he can and will actively participate in technical engineering solutions, overall schedule matters, and claims mitigation for the Project.



A Zone and C Zone Pipeline Alignment from 6th Ave. to Booster Pump Station Site.

REFERENCES

We encourage you to contact our references to get feedback on what it is like to work with Psomas and our Team members. Our success on the projects listed below is a testament to our Team and CM approach. Our firms and employees align well with public agencies that value quality services through dedication, leadership, open communication, and long term relationships.

In addition to the Team member references presented in Table D.1, Table D.2 comprises a select list of water and wastewater agency references. These long-standing clients have retained Psomas for multiple projects over the last 25 years due to our water resources and geographical focus.

Table D.1 - Team Member References

Team Member	Project	Agency Contact
Melanie Carrido Project Manager/ Construction Manager	Pure Water Program Injection Wells Phase 2 Project	Maureen Hamilton Monterey Peninsula Water Management District 831.658.5622 mhamilton@mpwmd.net
	Pure Water Program - Blanco Drain and Reclamation Ditch Water Diversion Projects	Tom Kouretas Monterey One Water 831.883.6178 tomkouretas@mv1water.org
Larry Clough, ICC Inspector	Salinas Stormwater Facility Storage and Recovery Project	Tom Kouretas Monterey One Water 831.883.6178 tomkouretas@mv1water.org
	Reservation Road Siphon Remediation Project	Patrick Breen Marina Coast Water District 831.883.5951 pbreen@mcwd.org
Michael Stillian Inspector	Water Pollution Control Plant	Leonard Espinoza City of Sunnyvale 408.730.7771 lespinoza@sunnyvale.ca.gove
	New Utility Installation Polo Ranch, Pinnacle View, and the Terrace Developments	Scotts Valley Water District David McNair 831.600.1903 dmcnair@svwd.org
Gary Skrel, PE Principal	Various Projects	Paul Elredge Union Sanitary District/City of Brentwood 510.477.7500 paule@unionsanitary.ca.gov
	Del Valle Water Treatment Plant Upgrades & Ozonation Project	Zone 7 Water Agency Brandon Woods 925.454.5078 bwoods@zone7water.com

Table D.2 - Water and Wastewater Agency References

Agency	Contact	Partners Since
Scotts Valley Water District	Piret Harmon 831.600.1902	2015
Marin Municipal Water District	Michael Ban 415.945.1435	2017
North Marin Water District	Drew McIntyre 415.761.8912	2013
Pajaro Valley Water Management Agency	Brian Lockwood 831.722.9292	2012
City of Watsonville	Danielle Green 831.766.3102	1994
NapaSan	Andrew Damron 707.258.6000 x502	2008
Ross Valley Sanitary District	Steve Miksis 415.870.9771	2017
Union Sanitary District	Paul Elredge 510.477.7500	1994
Dublin San Ramon Services District	Steve Delight 925.875.2254	1994

SCHEDULE

The Project schedule is one of the most critical aspects of the Project. The A1/A2 reservoirs, booster pump station, and pipeline installations must be constructed within a prescribed 24 month period. We understand the importance of partnering agency agreements and have developed our plan/schedule for completing our services to achieve timely completion.

Psomas' plan/schedule depends on the low bid contractor's approach to their construction activities. We will work closely with the contractor to develop the most efficient sequencing for the Baseline Schedule and subsequent Schedule Updates. Incorporating our understanding of current procurement and construction constraints within the industry, particularly within the context of Covid 19. Our anticipated work flow is presented below:

Table E.1 - Schedule

	Item	Sub-Item	Schedule
Prep	Construction Notice to Proceed (NTP)		March 2021
	Submittal (and resubmittal) period		March 2021 - July 2021
	Tank Material Procurement and Fabrication		June 2021 - September 2021
	Pump Procurement and Delivery		May 2021 - November 2021
	Pipeline Investigations and Potholing		April 2021 - May 2021
	Electrical Gear		July 2021 - January 2022
	PG&E Trench Package Procurement		December 2020 - December 2021
Construction	Demolition/Excavation of A1/A2 Reservoirs Site		April 2021 - May 2021
	Clearing/Grubbing of Pump Station Site		April 2021 - May 2021
	Reservoir(s) Construction		2021
	Booster Pump Station Construction	Pump Shaft Drilling	June 2021 - July 2021
		Foundation	July 2021 - August 2021
		Building	August 2021 - December 2021
		Pump Installation	November 2021 - January 2022
		MCC Installations	January 2022 - February 2022
	Pipeline Construction		June 2021 - August 2021
	Chlorination System		October 2021 - January 2022
	Intermediate Reservoirs Improvements		February 2022 - March 2022
	PG&E Package Trench Installation & Tie-In		January 2022 - August 2022
	Energization		September 2022
	Startup & Testing		September 2022 - November 2022
	Site Work & Cleanup		October 2022 - January 2023
Close Out	Final Restoration & Punchlist for Final Completion		January 2023 - February 2023
	Final Close Out Activities		March 2023

We recognize that the contractor’s actual schedule may vary from a preliminary forecast presented above. Our resource schedule and work plan is flexible and can accommodate any variations. For proposal and early planning purposes we will rely on this forecast and plan our services as follows:

Submittals and preparatory work period

March 2021 – May 2021

Early critical submittals, such as ductile iron pipe, valves and fittings, steel reservoirs, pumps, MCC, and VFD systems, need prompt development, review, and acceptance to get these materials ordered. Administrative submittals, such as permits, traffic control plans, and Baseline Schedule, will be a high priority. Field mobilization activities will occur, and preparatory work, such as potholing, will occur during this period. Our forecast resource schedule is as follows:

- ▶ Project Manager/PIC: Part-time, up to 20 hours per month
- ▶ Construction Manager: Part-time, up to 40 hours per month
- ▶ Office/Field Engineer: Full-time starting March 2021
- ▶ Inspection Staff: One full-time inspector starting with onset of full time construction, perhaps as early as May 2021

Construction to Submittal Completion

May 2021 -November 2022

- ▶ During the construction phase, Psomas will provide the day-to-day CM contract administration with half time CM and full-time OE/FE and inspection as described further in Section F. We will utilize our proactive Project First approach from Q2 2021 through to Q3 2022. This scheduled support of our CM resources will provide both continuity and cost efficiency.
- ▶ Reservoirs and Booster Pump Station/Pipeline construction to Substantial Completion: April 2021 –March 2023
- ▶ Project Manager/PIC: Part-time, up to 40 hours per month

- ▶ Construction Manager: Part-time, up to 80 hours per month
- ▶ Office/Field Engineer: Full-time
- ▶ Inspection staff: One full-time inspector starting April 2021. A second inspector may be required starting in July 2021 if pipeline work is concurrent with tank foundation work. We anticipate the contractor will deploy at least 2 crews, one dedicated to the reservoirs/pump station construction and the other to pipeline work. Based on our experience, a full-time inspector or on-site CM coverage is necessary with each crew, particularly for work in highly traveled right of ways (Imjin Parkway).

Activities to achieve Final Acceptance and Contract Close-Out

December 2022 – March 2023

- ▶ Project Manager/PIC: Part-time, averaging 16 hours per month
- ▶ Construction Manager: Initially half-time, scaling down to 40 hours per month
- ▶ Office/Field Engineer: Full-time
- ▶ Inspection staff: Two full-time inspectors into November 2021, scaling down to one in December 2021

This work plan will be adjusted as actual conditions and Contractor scheduled activities dictate, yet provides the District with an overview of our plan to deliver value, quality and cost efficient timely completion.



TASKS AND RESPONSIBILITIES

The Psomas Team will take ownership of the A1/A2 Reservoirs and Booster Pump Station Project and are collectively and individually committed to its success. While each of our Team members has specific day-to-day responsibilities, our tasks overlap. The dynamics of construction require that each Team member has the experience and skills to perform various tasks to adjust to the challenges associated with construction. Table F.1 presents a responsibility matrix for the construction management tasks we will perform.

Table F.1						
Scope of Work Task/ Team Member Responsibility		Melanie Carrido PM/CM	Larry Clough Inspector	Juan Gutierrez-Silva Office Engineer/ Field Engineer	Gary Skrel, PE Principal	As-Needed Specialty Disciplines Subs
A. General						
1.	Provide Outreach	■	■		■	
2.	Construction Management Plan	■			■	
3.	Mobilize/Field Work	■				
4.	Safety Equipment	■	■	■	■	
5.	Safety Training	■				
6.	Preconstruction Conference	■	■	■	■	
7.	Weekly Progress Meetings	■	■	■		
B. Construction Inspection						
1.	Inspection Plan	■	■		■	
2.	On-Site Construction Observation		■			■
3.	Maintain Photo Records		■			
4.	Coordinate Environmental Consultant(s)	■				
5.	Materials Testing		■			■
6.	Special Inspection		■			■
C. Document Control System						
1.	Document Management	■	■	■	■	■
D. Construction Contract Administration						
1.	District/Contractor/Designer Liaison	■			■	
2.	Coordinate with Outside Agencies	■	■		■	
3.	Develop Resident Engineering Solutions	■	■		■	■
4.	Process Contractor Submittals	■		■		
5.	Process Requests for Information	■		■		
6.	Other Project Correspondence	■		■	■	
7.	Field Instruction	■	■	■		
8.	Conflict Resolution	■			■	
9.	Contract Change Orders	■		■	■	
10.	Cost Monitoring	■		■	■	
11.	Punchlist		■	■		
12.	Final Inspection		■			
13.	Project Close-Out	■		■	■	
14.	Labor Compliance Monitoring					■

Tasks presented in this Table are consistent with RFP Section III. Scope of Work, and they include additional (recommended) tasks. They are subject to District modifications as-needed.

SERVICES & LOCAL FAMILIARITY

Our services cover the entire project delivery timeline, from inception through completion, and require broad knowledge of the entire public works construction process and extensive project management experience.

Psomas’ Walnut Creek Construction Management Team specializes in managing water resources projects for public agencies. The cornerstone of our construction management approach is to focus on our clients’ short and long-term needs, manage our resources, and communicate with our clients to meet those needs. Our core strength is our multi-disciplined teams of experts—top-notch staff who produce award-winning projects for our clients through innovation, creativity, and cutting-edge technical expertise.

Through the successful completion of numerous projects, our Team has fine-tuned our construction management tools and processes and developed a highly skilled construction management Team with a track record of exceeding client expectations. With many of our long-term clients, we have become more than a consultant providing requested services; we have become extensions of the agencies’ staff and valued experts relied on for the most challenging project delivery situations. We pride ourselves in continuously communicating with all project stakeholders to improve our services and reduce construction management and project costs, allowing agencies to do more with the funding they have.

As shown in Table G.1, our services cover the entire project delivery timeline, from inception through completion, and require broad knowledge of the entire public works construction process and extensive project management experience. Our Team of local, experienced, and flexible personnel will provide MCWD with the full range of these services, including construction management, administration, and inspection services, to meet the needs of the A1/A2 Reservoirs and Booster Pump Station Project.

The information presented next explains **how** we will provide the services listed in Table G.1.

Table G.1 - Psomas Construction Management Services

Preconstruction	Construction	Additional Services
		
<ul style="list-style-type: none"> ▪ Project Management ▪ Front-End Specifications ▪ Constructability Review ▪ Scheduling and Estimating ▪ Contractor Prequalification ▪ Partnering Facilitation 	<ul style="list-style-type: none"> ▪ Contract Administration ▪ Resident Engineering ▪ QC Review ▪ QC Documentation ▪ Funding Coordination ▪ Start-up and Commissioning Support 	<ul style="list-style-type: none"> ▪ Construction Dispute Resolution ▪ Claims Review and Analysis ▪ Project Advisory and Oversight

Labor Compliance

The protection of MCWD funding resources is a part of our administration services and includes utilizing our subconsultant, RGM Kramer Associates, to confirm labor compliance monthly and assist MCWD staff with quarterly and final report preparation and documentation for SRF funding.

Claims Avoidance and Analysis

As part of our CM approach, we partner with the Contractor and resolve field issues firmly yet fairly to minimize claims at the end of the Project. Our efficiency in identifying, addressing, and resolving cost issues as they occur is a crucial factor in claims avoidance.

It will be a focus of the our Team during construction. However, if a claim is unavoidable, our thorough documentation during construction will provide the basis for protecting MCWD's interests. Psomas will provide MCWD with claim support in Claims Review and Analysis and Construction Dispute Resolution.

Schedule Review and Monitoring

Recognizing the importance of schedule for the Project, we will work closely with the contractor on their Baseline Schedule, including monthly updates, to keep the contractor focused on critical path work and open to possible re-sequencing options to maintain schedule or make up for any delays experienced during construction. Keeping and maintaining an independent as-built schedule is another important function of our CM role, and it becomes the basis for schedule review analysis, change negotiations, and time impact discussions.

Progress Payment and Change Order Management

Our Construction Manager and OE/FE will work together with our inspectors to confirm installed quantities for monthly payments. Quantity tracking is linked closely with our daily reports as well as the related as-built scheduling process.

Change management will similarly be addressed as a Team effort, starting with a review of RFI's and possible time-saving recommendations, issuance of

field orders as necessary to efficiently address and track extra work costs, and a complete understanding of the reason for changes and agreements as to fair compensation for changes from the field through to fully executed change orders.

Inspection

Quality Assurance Documentation and Inspection

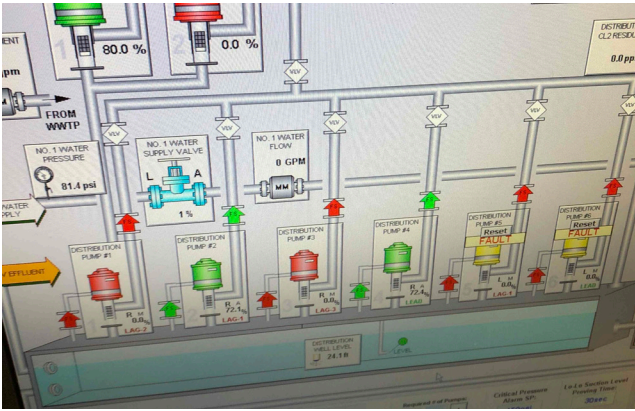
Field inspection is where our high level of service will benefit MCWD. Our proactive approach to this aspect of CM allows us to establish clear expectations for the quality and installation we expect from the contractor and is how we identify potential issues before they occur and impact the schedule.

In terms of quality assurance, we provide timely notification of any non-conforming work so that the contractor can address the issue before having to re-do work. Also, with full-time inspection, we inspect work in sequence and ahead of subsequent construction activities so that the inspection process does not impede or delay the contractor's progress. For example, our inspectors review submittals as they are completed, check materials equipment as they are delivered to the site, and have the contractor remove any non-conforming items.

Our inspection staff is also well versed in identifying potential conflicts early, communicating and documenting the issue for further discussion with the designer and or owner promptly, and implementing and coordinating the direction in the field. This approach and the experience of our inspection staff will benefit this large, time-sensitive project.

Specialty Inspection

Our well-rounded inspection staff has the civil, mechanical, and structural knowledge to provide the required quality assurance for the booster pump station, tank foundations, and tank installations. Pacific Crest Engineering, Inc. will supplement our CM Team with any specialty inspections needed for subgrade and tank construction, and BACC will be providing coatings inspections for above grade coating applications.



Start-Up and Testing

Our staff is well-versed in guiding the contractor through the pump station functional, performance, and system testing phase. We review the overall sequencing to determine if and what temporary measures are needed to complete functional testing. For example, we will work with the contractor to identify viable water sources for testing purposes and how to efficiently route, re-use, or dispose of testing water through new and existing infrastructure.

For the A1/A2 Reservoirs and Booster Pump Station, we will provide a sequential, step-by-step process from Tank testing, loop tests, bumping pump motors, witnessing field pump curve testing, system alarm testing, and operational training. In establishing this step by step process. As part of Project closeout, we will provide the documentation of every testing and startup milestone leading up to the final full commissioning of the A1/A2 Reservoirs and Pump Station

Local Team

The District values a local firm that knows the region's characteristics and constituents. Our Team has a depth of experience working and living in the area and a desire to improve the communities in which they work and live.

Psomas is currently supporting MRWPCA on the Source Water Diversion Facilities Project with similar pipeline, pump stations, and trenchless installations. We have worked with MCWD and are familiar with their engineering staff and what it will take to place pipe in the local sandy conditions while maintaining public safety in City and State ROW's.

Local Experience

Since 1994, our Team of solutions-oriented specialists have delivered successful projects that make a

lasting positive impact on communities in the Monterey, Watsonville, and Santa Cruz areas. We have established and trusted relationship with numerous public agencies, demonstrating our concentration and commitment to the region and the industry, and our ability to consistently deliver quality projects. We have experienced, local resources that will provide the District with the necessary skills and flexibility to deliver high-quality project management specialized in public works projects, and who understand the concerns and needs that are unique to public agencies such as MCWD.

Ability to Undertake the Project

Psomas has the flexibility of local, experienced resources to provide MCWD with quality CM and inspection services. The current level of project commitments in the area allows for efficient use of our staff, which benefits MCWD by augmenting or reducing our staff level as MCWD's internal workload fluctuates.

As noted earlier, we are currently providing CM services to MRWPCA's Source Water Diversion Facilities Project. We are aware of how critical their Project's success is to the success of MCWD's A1/A2 Reservoirs and Pump Station Project. Pipeline work timelines will also be staggered and shorter than the construction of the A1/A2 Reservoirs and Booster Pump Station Project.

Psomas is currently assisting other local clients, providing CM services in the area, including the following:

- ▶ M1W Ground Water Replenishment - Injection Wells Phase 3 Project located off of General Jim Moore and Coe
- ▶ Carmel Area Wastewater District Rancho Canada Sewer Main Replacement
- ▶ City of Watsonville Corralitos Sand Filter Structure Roof Replacement Project

With these activities, Psomas has the flexibility to deploy additional resources and supplement our dedicated A1/A2 Reservoirs and Pump Station Project Team quickly and efficiently, providing MCWD the added benefit of immediate access to qualified bench strength coupled with cost-efficiency.

REPRESENTATIVE PROJECTS

The following projects provide highlight experience providing successful project management on projects similar scope and size as MCWD Project.

Injection Wells Phase 2

Location: City of Seaside, CA/Client: Monterey One Water

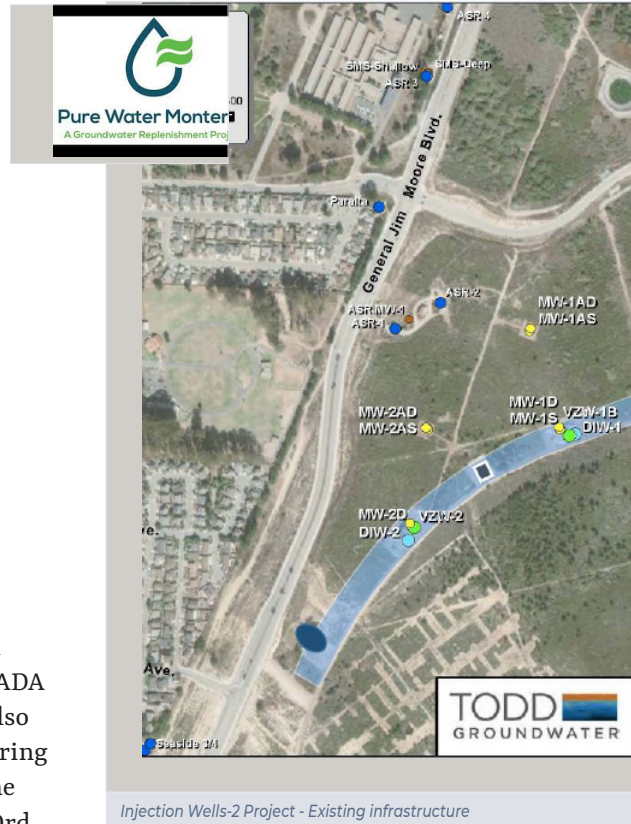
RELEVANCE TO THIS PROJECT

- ▶ Piping and Electrical
- ▶ Eight Injection Well Pump Installations
- ▶ Pump/VFD Coordination
- ▶ I&C, SCADA, Communications
- ▶ Earthwork, Landscaping, Roads, Fencing

REFERENCE

Maureen Hamilton
831.658.5600
mhamilton@mpwmd.net

This \$9.4 million project includes the installation of approximately 2,600 linear feet of open-cut pipeline, electrical building construction, percolation basin and deep well, vadose well, and eight monitoring wells. SCADA and communication installations at remote sites are also part of the project requiring coordination with partnering agencies including the Marina Coast Water District, the City of Seaside, the County of Monterey, and the Fort Ord Redevelopment Agency.



Injection Wells-2 Project - Existing infrastructure



Injection Wells-2 Project - Well Construction



Percolation Basin Outfall

Blanco Drain and Reclamation Ditch Diversion Facilities –

Location: Mariana and Salinas, CA/Client: Monterey One Water

RELEVANCE TO THIS PROJECT

- ▶ Booster Pump Stations
- ▶ Pipeline Installations and Tie-In
- ▶ New Electrical Service
- ▶ Coordination with Stakeholders
- ▶ Coordination with Permit and Biological Monitoring Consultants



Blanco Darin

REFERENCE

Tom Kouretas
831.883.6178
tomkouretas@mvlwater.org

This \$7.3 million Source Water Diversion project consists of two pump diversion facilities and pipeline that capture alternative water sources consisting of agricultural fields runoff in Blanco Drain and was water from industrial food preparation facilities from the City of Salinas Reclamation Ditch.

- ▶ Blanco Drain Diversion Pump Station
- ▶ The Blanco Pump Station portion of the Source Water Diversion project consists of one pump station structure and 8,350 LF of pipeline, of which 600 feet was horizontally directionally drilled (HDD) under the Salinas River and 7,750 LF was installed in farmers' access roads adjacent to crops or in existing operating agency-owned facilities.
- ▶ Reclamation Ditch Diversion Pump Station
- ▶ The pump station consists of a new channel intake and pumping infrastructure that uses existing conveyance infrastructure to deliver flows to M1W's Wastewater Treatment Plan in Marina for agricultural users.



Blanco Drain Pump Station



Reclamation Ditch Diversion Pump Station

Patterson Pass Treatment Plant and Ozonation Project

Location: Livermore, CA/Client: Zone 7 Water Agency

RELEVANCE TO THIS PROJECT

- ▶ 5 MG Welded Steel Tank
- ▶ Multiple Pumps
- ▶ Multiple Chemical Systems
- ▶ New Electrical Service
- ▶ Demolition

REFERENCE

Mona Olmsted
925.454.5033
molmsted@zone7water.com

This \$70 million project will improve treated water quality by replacing aging equipment, increasing treated water storage capacity, and doubling the plant's production capacity to 24 MGD. The project will:

- ▶ Include a new ozonation facilities,
- ▶ Replace the existing ultrafiltration (UF) membrane filters with six new conventional filters
- ▶ Add a new 5 MG treated water storage tank.



5 MG Tank - Tack Welding Floor and Annular Ring



5 MG Tank - Welding on Top Radius of Clearwell



5 MG Tank - Building the Clearwell

Recycled Water Treatment Facility

Location: Watsonville, CA/Client: City of Watsonville

RELEVANCE TO THIS PROJECT

- ▶ Multiple Pumps
- ▶ Multiple Chemical Systems
- ▶ New Electrical Service
- ▶ SCADA/PLC System Integrations and Startup

REFERENCE

Steve Palmisano
831.768.3176
steve.palmisano@cityofwatsonville.com

This project constructed a new recycled treatment facility adjacent to the existing City wastewater treatment facility. The new facility included installing new sedimentation, clarification, and UV Disinfection processes, and a new electrical building to house the main electrical switchgear, VFDs, and MCCs. This project installed packaged treatment systems from three (3) different manufacturers, including all mechanical and electrical systems, and a complete SCADA control system that integrated each system's controls. A new 21kV service drop/switchgear and power distribution system were also constructed. The final treated water is pumped via four (4) 50-hp pumps into a distribution system to deliver approximately 4,000 acre-feet of water to local agriculture within 10 miles of the facility.



City of Watsonville Recycled Water Facility

Wastewater Treatment Plant Upgrade

Location: Paso Robles, CA/Client: City of Paso Robles

RELEVANCE TO THIS PROJECT

- ▶ Multiple Pump Installations
- ▶ Chemical Feed Installations
- ▶ New Electrical Service

REFERENCE

Matt Thompson
805.227.7200 x7716
mthompson@prcity.com

This \$36.4 million plant upgrade included the construction of new headworks, rehabilitated primary clarifiers, added a new BNR system, new secondary clarifiers, chloramination disinfection, effluent polishing channel, DAFT, cogeneration system, new plant SCADA system, new 12kV service, and a new operations building.



City of Paso Robles Wastewater Treatment Plant Upgrade

Salinas Stormwater Grant Project Phase 1B

Location: Salinas, CA/Client: Monterey One Water

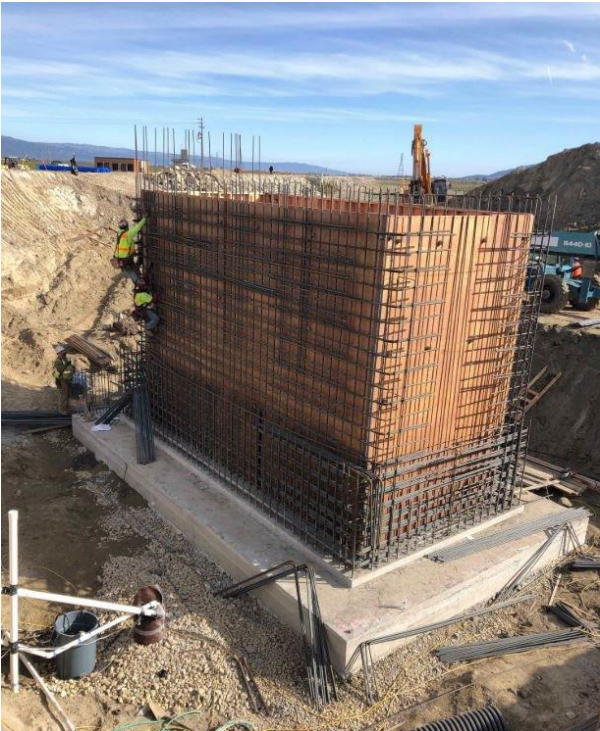
RELEVANCE TO THIS PROJECT

- ▶ Pump Station Construction
- ▶ Pipeline Installation
- ▶ CMU Block Building Construction
- ▶ Inter-Agency Coordination

REFERENCE

Tom Kouretas
831.883.6178
tomkouretas@mvlwater.org

This project constructed a new pump station to connect to the existing 36-inch Salinas force main interceptor pipeline and a pump station adjacent to the Industrial Waste Treatment Facility (IWTF) Pond 3 to convey industrial wastewater and stormwater stored at the ponds to the Regional Treatment Plant (RTP). The project is vital to maximizing the yield of stormwater and other source waters that can be recycled.



APPENDIX

Agenda Template.....	33
Preconstruction Conference Agenda Example.....	37

Agenda Template

Meeting #2

Monterey One Water
 5 Harris Court, Building D
 Monterey, California 93940
 Phone: (831) 645-4605

Project: Well3 - Injection Wells Phase 3

Weekly Progress Meeting - Injection Wells Phase 3 Agenda

MEETING DATE: 01/06/2021	MEETING TIME: 1:00 PM - 2:00
MEETING LOCATION: Zoom Meeting	VIDEO CONFERENCING LINK: _____

OVERVIEW:
 Weekly Progress Meeting
 Zoom Web Address:
 Conference Line
 Conference ID:

ATTACHMENTS:

ATTENDEES:

Name	Company	Phone Number	Email
Paul C	Kennedy Jenks		
Maureen H	Monterey One Water		
Tom K	Monterey One Water		
Dave L	Monterey One Water		
Jonathan M	Monterey One Water		
Patrick H	Psomas		
Derek H	Specialty Construction Inc.		
Tom S	Specialty Construction Inc.		

Records of Discussion						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
1.1	1	Pre-Construction ROD				Open
Description: 11/5/20 - Pre-Con Meeting Record of Discussion						

Preliminary Project Status						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
1.1	1	Preliminary Project Status				Open

Meeting #2

	Description: Preliminary Project Status					
--	---	--	--	--	--	--

Three Week Look Ahead

No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
2.1	1	Three Week Look Ahead Week of 12/7/20				Open

	Description: Week of 12/7/20					
--	--	--	--	--	--	--

M1W Owner Coordination

No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
3.1	1	Injection Wells Phase 2 Coordination				Open

	Description: M1W Coordination <ul style="list-style-type: none"> • Injection Wells Phase 2 Operation 					
--	---	--	--	--	--	--

3.2	1	Injection Wells Phase 3				Open
-----	---	-------------------------	--	--	--	------

	Description: Injection Wells Phase 3 <ul style="list-style-type: none"> • Administrative • Operations 					
--	---	--	--	--	--	--

Safety

No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
4.1	1	COVID 19				Open

	Description: COVID 19 <ul style="list-style-type: none"> • On-site Protocol <ul style="list-style-type: none"> ◦ Masks ◦ Social Distancing • Updates 					
--	---	--	--	--	--	--

4.2	1	UXO Training				Open
-----	---	--------------	--	--	--	------

	Description: UXO Training					
--	-------------------------------------	--	--	--	--	--

Meeting #2

Quality Control/Project Issues						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
5.1	1	Permit Status				Open
Description: Permit Status <ul style="list-style-type: none"> • Well Permit • Grading Permit 						

Project Schedule						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
6.1	1	Baseline Schedule				Open
Description: Baseline Schedule						

Submittals						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
7.1	1	Open Submittals				Open
Description: Submittal Log						
7.2	1	Pending Submittals				Open
Description: Pending Submittals <ul style="list-style-type: none"> • Baseline Schedule • BFV and Pipe Package • TESCO Package 						

Changes						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
8.1	1	Pending Changes				Open
Description: Pending Changes						

Progress Payment						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
9.1	1	Schedule of Values/Progress Payment				Open
Description:						

Meeting #2

	SOV/Progress Payment
--	----------------------

Environmental/Permits						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
10.1	1	SWPPP				Open
Description: SWPPP						
10.2	1	Environmental Coordination				Open
Description: Environmental Coordination <ul style="list-style-type: none"> • Bio Training • Other Coordination Items 						

Miscellaneous						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
11.1	1	New Items and Previous Meeting's Follow-Up Items Summary	Maureen Hamilton (Monterey One Water), Tom Seidel (Specialty Construction Inc.), Tom Kouretas (Monterey One Water)	12/18/2020	High	Open
Description: New Items Not Previously Addressed						
Follow-Up Items <ul style="list-style-type: none"> • 3R Valve ETA (Tom S) • CCO 23 Execution (Tom K) • M1W and SCI offline Well Discussion by end of next week. (Tom S/Tom K/MH) 						
11.2	1	Next Progress Meeting				Open
Description: Next Progress Meeting						

Preconstruction Conference Agenda Example

Meeting #1



Psomas
1660 Olympic Boulevard, Suite #300
Walnut Creek, California 94596
Phone: (925) 933-2300

Project: 6WAT060100 - Airport Freedom Trunk Sewer Replacement
100 Aviation Way, Watsonville, CA 95076
Watsonville, California

Preconstruction Conference

MEETING DATE: 12/06/2019 **MEETING TIME:** 10:00 AM - 12:00 PM

MEETING LOCATION: 250 Main Street - City of Watsonville Meeting Room City Stop 1A&B

OVERVIEW:
Preconstruction Meeting

NOTES:

ATTACHMENTS:

ATTENDEES:

Name	Company	Phone Number	Email	Attendance
Robert R				
Danielle G	City of Watsonville			
Brian P	City of Watsonville			
Ruben T	City of Watsonville			
Ron Z	Glosage Engineering, Inc.			
Kourosh I	Harris & Associates			
Chris R	KJ Woods Construction Company, Inc.			
Kieran W	KJ Woods Construction Company, Inc.			
Dennis B	Psomas - Walnut Creek			
Melanie C	Psomas - Walnut Creek			
Gary S	Psomas - Walnut Creek			

Administrative

No	Title	Assignment	Due Date	Priority	Status
1.1	Introductions and Project Roles				Open

Description:

Project Personnel

1. Contractor Project Manager and Superintendent
2. 24-hour Contact Numbers
3. Daily Personnel List
4. District Project Manager
5. PSOMAS Construction Management Team



Meeting #1

Melanie Carrido, P.E. - CM
 Dennis Budasz - Inspector
 Patrick Hughes - OE/FE, Backup Inspector
 Juan Gutierrez - Backup OE/FE

--	--

1.2	Bonds, Insurance and Agreement				Open
-----	--------------------------------	--	--	--	------

Description:

- 1. Prime Contractor - KJ Woods
- 2. Subcontractors - None listed

--	--

1.3	Contract Time				Open
-----	---------------	--	--	--	------

Description:

- 1. Time Allowed for Completion - 130 working days
- 2. Notice To Proceed
- 3. Final Completion - July 2020
- 4. Weather Days - Non working days
- 5. Liquidated Damages
 - \$2,000/day Delay in Completion

--	--

1.4	Sequence and Constraints				Open
-----	--------------------------	--	--	--	------

Description:

- 1. Working Hours:
 - 1. 7AM to 6PM

- 2. Except Freedom and Green Valley 9PM to 5AM
- 2. Work Within Airport Property:
 - 1. Coordinate daily access with Airport staff.
 - 2. Provide beacons/flags as required by equipment height.
 - 3. Encroachment Permit
 - 4. Other
- 3. Work Within Reservoir Area Inside Airport Property:
 - 1. Maintain access to and around reservoir and pump station -
 - 2. Protect monitoring well from damage
 - 3. Good housekeeping-

--	--

1.5	Project Communications			Open
-----	------------------------	--	--	------

Description:

- 1. Weekly Project Meetings
- 2. Day to day
- 3. Field Office
- 4. Procore Online Database

--	--

1.6	Preconstruction Photos and Video			Open
-----	----------------------------------	--	--	------

Description: Pre-Construction Photos and Video				
1.7	Public Outreach and Notices (Spec 02020)			Open
Description: <ol style="list-style-type: none"> 1. Weekly Fax Notice 2. Public Notices/Door Hangers <ol style="list-style-type: none"> 1. 1 week and 24 hours prior to work in the area 2. Notices in English and Spanish 				
1.8	Project Closeout Procedures			Open
Description: <ol style="list-style-type: none"> 1. Closeout Submittals Record Drawings 2. Final Clean Up 3. Warranty 				

Environmental Regulations					
No	Title	Assignment	Due Date	Priority	Status
2.1	Santa Cruz Tarplant (SCT)				Open
Description: <ol style="list-style-type: none"> 1. Preconstruction Survey - Biotic Resource Group 2. Worker Training on SCT 3. Designated Construction Corridor 4. Salvaged and Stockpile Soil 					
2.2	Storm Water Pollution Prevention				Open

Description: 1. Submit SWPPP 2. NOI filed on SMARTS (Likely LUP Type 1) 3. WDID prior to Construction					
2.3	Asbestos Cement Pipe Handling				Open
Description: Asbestos Cement Pipe Handling					
2.4	Potential Contaminated Material				Open
Description: Bid Items 22-26					

Safety					
No	Title	Assignment	Due Date	Priority	Status
3.1	Safety				Open
Description: 1. Copy of Contractor's Safety Program 2. Contractor's Project Safety Supervisor 3. Access to Work 4. SDS 5. Project Competent Person 6. Excavation and Shoring Plans 7. Confined Space 8. Other					
3.2	Traffic Control				Open
Description: Specification Section 02020					

Operational Coordination

No	Title	Assignment	Due Date	Priority	Status
4.1	Construction Facilities and Temporary Construction Controls				Open
<p>Description:</p> <ol style="list-style-type: none"> 1. Temporary Utilities 2. Water - Rent meter from City Water Department (GP 6.2) 3. Fencing 4. Cleanliness 5. Security 6. Traffic Regulation 7. Working Hours 8. Storage and Staging 9. Restrooms 10. Project Signs <ol style="list-style-type: none"> 1. SRF required signs 2. Portable Changeable Message Signs (4) 					

Quality Control

No	Title	Assignment	Due Date	Priority	Status
5.1	Means and Methods of Construction				Open
<p>Description: Means and Methods of Construction</p>					
5.2	Special Inspection and Testing Coordination				Open
<p>Description: Submit form for approval (SP 1.2)</p>					

5.3	Line and Grade Tolerances Surveying				Open
Description: Contractor Provided (GP 5.7)					
5.4	Testing - Spec 02730				Open
Description: 1. Hydrostatic Testing 2. Mandrel Testing 3. CCTV Inspection - PACP certified					

Submittals

No	Title	Assignment	Due Date	Priority	Status
6.1	Schedule of Submittals - Spec 01300				Open
Description: Schedule of Submittals					
6.2	Shop Drawings and Product Data				Open
Description: 1. Quantity 2. Substitutions 3. Format					
6.3	Critical Submittals				Open
Description: <ul style="list-style-type: none"> • SWPPP • Traffic Control • Pipe Bursting • Excavation Plans • Bypass Plan • ACP Handling Plan • Manhole, Frame & Cover (AIS compliant) 					

--	--

Project Schedule and Updates					
No	Title	Assignment	Due Date	Priority	Status
7.1	Preliminary Schedule				Open
Description: Preliminary Schedule					
7.2	Project Baseline Schedule & Monthly Updates				Open
Description: Specification Section GP 8.4					

Changes in the Work					
No	Title	Assignment	Due Date	Priority	Status
8.1	Documentation				Open
Description: Changes in the Work <ul style="list-style-type: none"> 1. RFIs/Clarification Letters 2. RFQs 3. Field Orders 4. PCOs 5. CCOs 6. Labor and Equipment Rates 					

8.2	Potential Changes for Discussion				Open
Description: Potential Changes for Discussion <ul style="list-style-type: none"> Airport property scope 					

Finance and Payment

No	Title	Assignment	Due Date	Priority	Status
9.1	Progress Payment				Open
Description: <ol style="list-style-type: none"> Cost Breakdown - Schedule of Values Progress Payment Process Retention Escrow Account 					
9.2	Labor Provisions				Open
Description: This section will vary depending on SRF funding. <ol style="list-style-type: none"> Labor Compliance/Prevailing Wage State Department of Industrial Relations- Project Registration <ol style="list-style-type: none"> Certified Payroll Submission 					



Meeting #1

--	--

Miscellaneous

No	Title	Assignment	Due Date	Priority	Status
10.1	Project Goals/Concerns				Open

Description:
Project Goals

--	--

This record of discussion is believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.



1660 Olympic Blvd.
Suite 300
Walnut Creek, CA 94596
925.933.2300 Phone

www.Psomas.com

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-C

Meeting Date: March 15, 2021

Prepared By: Andrew Racz

Approved By: Derek Cray

Reviewed By: Don Wilcox

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

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

Background: *Strategic Plan, Strategic Element 2.0 Infrastructure – Our objective is to provide a high quality water distribution system and an efficiently operating wastewater collection system to serve existing and future customers. Through the master planning process, our infrastructure strategy is to carefully maintain our existing systems and ensure future additions and replacements will meet District standards.*

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

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

As per City of Marina Resolution 2004-41, adopted by City Council on March 3, 2004, to approve the supplement to the certified final EIR on the Marina Heights Specific Plan, the total Water Allocation for all development phases of the Development is 292.39 AFY (Exhibit A). A December 2003 Water Supply Assessment for the Marina Heights project estimated an annual water use of 349.5-AFY serving 1,050 residential units and 4.5 acres of irrigated parkland and Home Owner Association (HOA) landscaping. As such, the Developer has been allocated sufficient water to continue development to approximately 84% buildout, as designed, or 878 residential units including parkland and HOA landscaping for the overall development. With approximately 300 homes either completed or under construction, Sea Haven is currently at about 30% buildout. Completion through Phase 3B will bring the development to approximately 600 units, or 60% buildout.

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

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

There are several changes between this proposed Infrastructure Agreements and the March 2020 template. Sections 1.2.1 through 1.2.3 were added to make clear that sufficient water is available in the Development's water allocation to complete Phase 3B, but also address how MCWD will determine if sufficient water is available for later Phases (4 & 5B). Upon the completion and occupancy of Phase 3B (approximately 60% buildout), MCWD will tabulate actual water usage to calculate a per-unit consumption metric that will be used to determine how many additional units might be accommodated under the existing allocation. Water and sewer capacity fees were updated to reflect new rates effective October 2020.

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

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

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

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

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

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

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

March 15, 2021

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

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

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on March 15, 2021, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

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

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

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

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

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

PASSED AND ADOPTED March 15, 2021, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Derek Cray, Deputy Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-17 adopted March 15, 2021.

Derek Cray, Deputy Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

Sea Haven Phase 3b

DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE
AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS; ALLOCATIONS; DISTRICT’S ROLE; TERM OF THIS AGREEMENT4

2. DESIGN AND CONSTRUCTION REQUIREMENTS6

3. TEMPORARY IRRIGATION

4. EXISTING WATER AND SEWER INFRASTRUCTURE/ANNEXATION10

5. DISTRICT TO SERVE DEVELOPMENT10

6. CAPACITY CHARGE.....11

7. PROVISION FOR NONPOTABLE WATER USE.....11

8. NON-COMPLETION OF PRIOR PROJECTS AND PHASES

7. LICENSED CONTRACTOR12

8. PERMITS, EASEMENTS, AND RELATED COSTS.....12

9. FINAL INSPECTION AND REIMBURSEMENT OF DISTRICT COSTS.....12

10. UNDERGROUND OBSTRUCTIONS.....12

11. AS-BUILT PLANS, SPECIFICATIONS, VALUES, ETC.13

12. INDEMNITY, INSURANCE, AND SURETIES.....13

13. TRANSFER OF SYSTEM FACILITIES TO DISTRICT AFTER COMPLETION14

14. DEVELOPER ASSISTANCE15

15. WARRANTIES.....15

16. NO WATER, RECYCLED WATER AND SEWER SERVICE PRIOR TO COMPLETION AND
TRANSFER.....16

17. PERFORMANCE.....16

18. ASSIGNMENT16

19. DISPUTE RESOLUTION PROCEDURE16

20. WAIVER OF RIGHTS18

21. NOTICES18

22. SEVERABILITY19

23. PARAGRAPH HEADINGS.....19

24. SUCCESSORS AND ASSIGNEES19

25. INTEGRATED AGREEMENT19

26. NEGOTIATED AGREEMENT19

27. ATTORNEYS FEES19

28. EXHIBITS20

29. DISCLAIMER/INDEMNITY REGARDING PUBLIC WORKS.....20

30. NO THIRD PARTY BENEFICIARIES20

30. COMPLIANCE WITH LAWS.....20
32. COUNTERPARTS20

Exhibits

- EXHIBIT A – WATER ALLOCATION DOCUMENTATION**
- EXHIBIT B -- LEGAL DESCRIPTION**
- EXHIBIT C -- MAP OF DEVELOPMENT**
- EXHIBIT D – WILL SERVE LETTER**
- EXHIBIT E -- INDEMINIFICATION AND INSURANCE REQUIREMENTS**

DRAFT

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

j. "FORA" means Fort Ord Reuse Authority or successor agencies.

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

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

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

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

1.2.3 "Yield-sign" rule. As a means to recalibrate the Water Supply Assessment, when 60% of the Development (630 residential dwelling units) reaches 60% completion has been occupied for not less than one (1) year (when the District provides a water meter to the _____th completed residential unit) within the development phase covered by this Agreement, the District shall tabulate (via monthly meter reads) and sum the annual water consumption of all existing units that have been occupied for at least one full calendar year and then divide the sum by the number of units. The District shall apply this per unit consumption metric to determine the number of units that may be constructed without exceeding the 292.39-AFY allocation. The District shall inform the Developer of this result within 3 months of the placement of the _____th water meter

commencement of the above described tabulation, and the District's findings shall be conclusive.

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

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

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

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

2. Design and Construction Requirements

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

following:

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

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

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

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

2.1.5 All Facilities shall be tested to meet District requirements. No Facilities or portion thereof will be accepted without meeting all District test requirements. The District shall

have the right to inspect work in progress in the construction of either in-tract or out-of-tract water, recycled water and sewer infrastructure Facilities or special fixtures, as described above.

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

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

3. Temporary Irrigation

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

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

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

temporary irrigation networks.

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

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

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

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

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

3.5 Developer agrees to pay all costs-to-connect as a condition precedent to MCWD's obligation to install the meter required to serve water to the temporary irrigation network. Costs to connect for a temporary irrigation network include, but are not limited to, the meter installation fee (which includes the cost of the meter itself), a water permit fee, a backflow prevention program fee (all at the then-existing rates), and the payment of a special connection fee. These costs-to-connect are due prior the installation of water meters. The special connection fee shall be in the exact amount of the Water capacity charge that would otherwise be assessed to the identical permanent irrigation network with the magnitude of the special connection cost determined in identical fashion. The current Water capacity charges, as of 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.

4. Existing Water and Sewer Infrastructure/Annexation

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

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

5. District to Serve Development

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

6. Capacity Charge

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

7. Provision for Non-Potable Water Use

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

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

8. Non-Completion of Prior Projects and Phases

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

9. Licensed Contractor

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

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

10. Permits, Easements, and Related Costs

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

11. Final Inspection and Reimbursement of District Costs

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

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

Obstructions

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

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

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

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

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

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

14. Indemnity, Insurance, and Sureties

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

14.2 **Performance and Payment Surety** - Developer or its Contractor, as the case may be, shall furnish the District with a surety to secure the completion of and payment for the Facilities. The amount of the performance surety shall not be less than 100% of the District's estimate of the total cost to construct all of the Facilities required under this Agreement. The amount of the payment surety shall not be less than 100% of the District's estimate of the total cost to construct all of the Facilities required under this Agreement. The surety instrument shall be in a form satisfactory to the District such as a performance and payment bond, irrevocable letter of credit, cash deposit, or

irrevocable construction "set-aside" letter. Such surety may include evidence that it was submitted to another public agency of an equivalent or greater amount covering the work to be done under this Agreement. Each surety must be authorized in the State of California to issue the surety instrument provided. All surety instruments signed by an agent must be accompanied by a certified copy of the agent's authority to act.

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

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

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

15. Transfer of System Facilities to District after Completion

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

16. Developer Assistance

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

17. Warranties

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

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

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

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

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

17.3 This Section 17 shall not limit the District’s rights under the law with respect to latent

defects, gross mistakes, or fraud.

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

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

19. Performance

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

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

20. Assignment

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

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

21. Dispute Resolution Procedure

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

21.2 Prevention of Disputes/Meet and confer - The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three (3) calendar days of the initial request. If the dispute cannot be negotiated between the parties, the matter shall first be brought to the attention of the District's Board of Directors at the first available regularly scheduled Board Meeting. As a contract dispute, the matter shall be considered by the District Board of Directors in closed session under the Brown Act without the Developer or Contractor in attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 21.3 below.

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

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

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

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

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

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

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

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

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

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

MCWD s' INITIALS _____ 'S: INITIALS _____

22. Waiver of Rights

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

23. Notices

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

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

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

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

24. Severability

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

25. Paragraph Headings

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

26. Successors and Assignees

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

27. Integrated Agreement

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

28. Negotiated Agreement

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

29. Attorneys Fees

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

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

30. Exhibits

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

31. Disclaimer/Indemnity Regarding Public Works

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

32. No Third Party Beneficiaries

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

33. Compliance with Laws

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

34. Counterparts

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

Signature Page

By: DEVELOPER,

Joshua Peterson, President and CEO

By MARINA COAST WATER DISTRICT

General Manager
Marina Coast Water District

DRAFT

EXHIBIT A

WATER ALLOCATION DOCUMENTATION

DRAFT

EXHIBIT 'A'

RESOLUTION 2004-41

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

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

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

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

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

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

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

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

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

Section 1. The City finds that:

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

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

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

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

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

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

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

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

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

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

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

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


Ila Mettee-McCutcheon, Mayor

ATTEST:



Joy P. Sunfay, City Clerk

EXHIBIT B

LEGAL DESCRIPTION

DRAFT

LEGAL DESCRIPTION – MARINA HEIGHTS PHASE 3B

SITUATE IN RANCHO LAS SALINAS IN THE CITY OF MARINA

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 18.23 ACRES, MORE OR LESS.



2/10/21

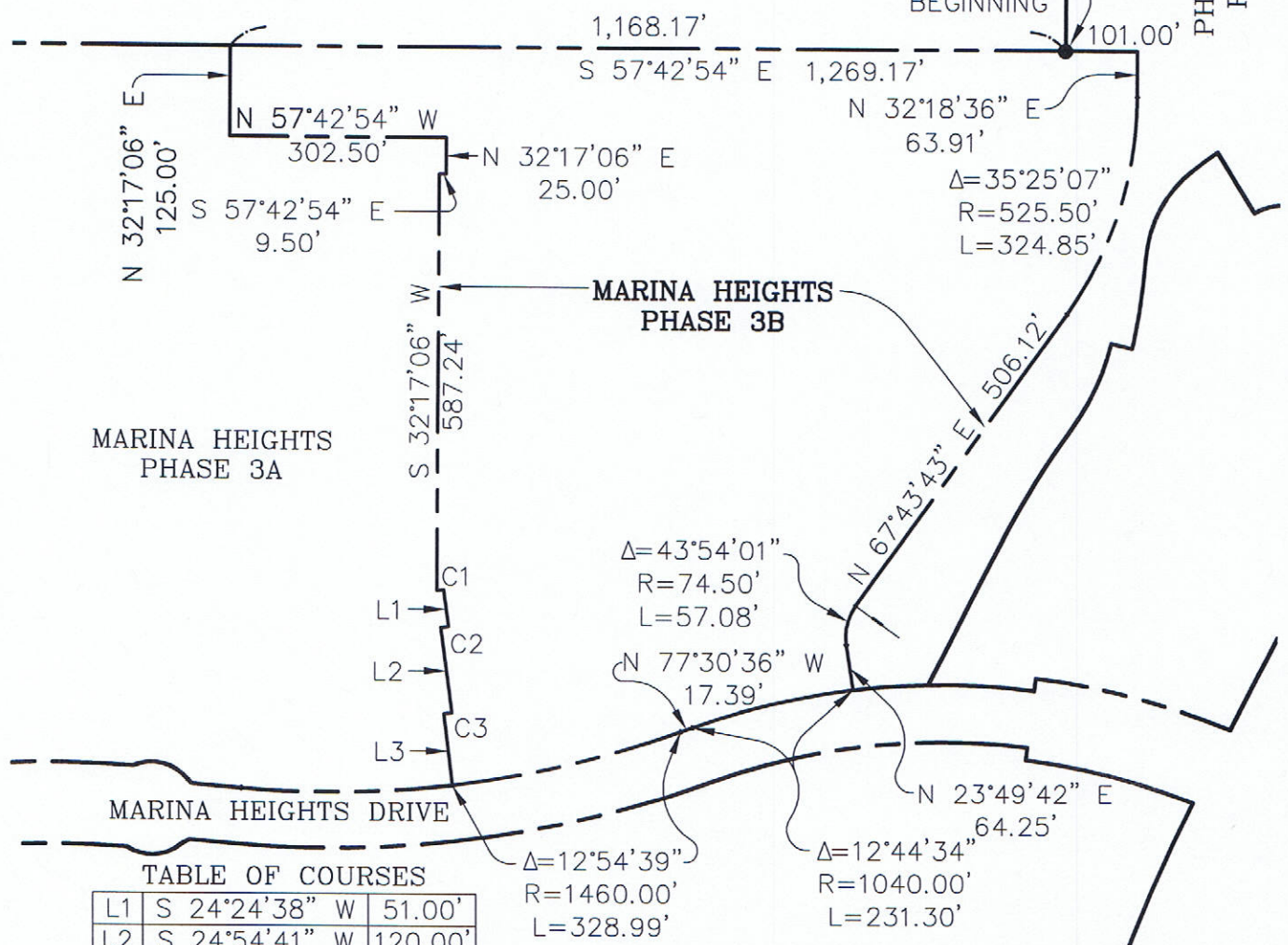


SCALE: 1" = 250'

17-PAR-5

MARINA HEIGHTS
PHASE 3A REMAINDER
PARCEL (PORTION)

POINT OF
BEGINNING



MARINA HEIGHTS
PHASE 3A

MARINA HEIGHTS
PHASE 3B

MARINA HEIGHTS DRIVE

TABLE OF COURSES

L1	S 24°24'38" W	51.00'
L2	S 24°54'41" W	120.00'
L3	S 25°24'04" W	100.00'

ALL TABULATED LINES ARE
RADIAL TO ADJACENT C1-C3

	ANGLE	RADIUS	LENGTH
C1	0°27'07"	1,189.00'	9.38'
C2	0°30'03"	1,240.00'	10.84'
C3	0°29'22"	1,360.00'	11.62'

NOTE:

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

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

CITY OF MARINA COUNTY OF MONTEREY STATE OF CALIFORNIA

BY

CENTRAL COAST SURVEYORS

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

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

PREPARER: DRZ

EXHIBIT C

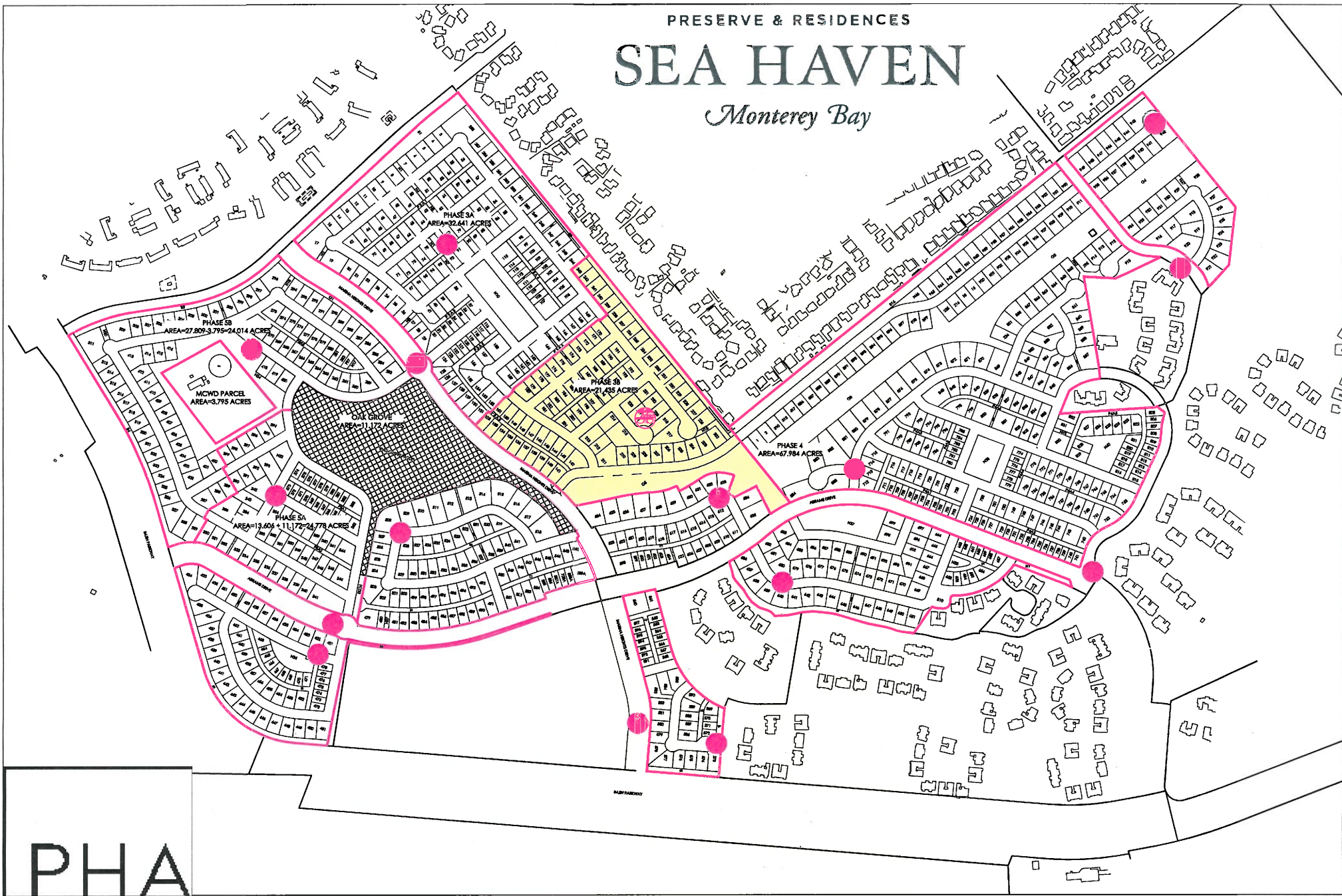
MAP OF DEVELOPMENT

DRAFT

PRESERVE & RESIDENCES

SEA HAVEN

Monterey Bay



PHA

EXHIBIT D

WILL SERVE LETTER

DRAFT



MARINA COAST WATER DISTRICT

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

DIRECTORS
CHARLES H. SCHOLL
President
RONALD RUSSO
Vice-President
THOMAS P. MOORE
DAVID W. BROWN
KENNETH K. NISHI

March 12, 2004

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

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

Dear Mr. Lande:

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

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

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

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

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

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

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

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

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

Sincerely,



Marc A. Lucca, P.E.
District Engineer

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

EXHIBIT E

INDEMNIFICATION AND INSURANCE REQUIREMENTS **for Infrastructure Agreements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Marina Coast Water District

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

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

DRAFT

Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-D

Meeting Date: March 15, 2021

Prepared By: Paula Riso

Approved By: Derek Cray

Agenda Title: Consider Providing Direction Regarding the Nomination to the Coastal Network, Seat A, of the California Special Districts Association Board

Staff Recommendation: The Board of Directors discuss whether to select a Board member, or the General Manager, to run for nomination to the Coastal Network, Seat A, of the California Special Districts Association (CSDA) Board.

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.*

CSDA is asking for nominations to serve as a Director in Seat A of the Coastal Network for the remainder of the 2022-2024 term. There are certain commitments and expectations for that Board seat. Those expectations are defined in the letter received on January 28, 2021. The deadline for nominations is March 29, 2021.

Discussion/Analysis: CSDA states that the District is eligible to nominate one person, a Board member or managerial employee, for election to their Board of Directors. Each network has three seats on the Board with staggered 3-year terms. If the MCWD Board decides to select a member to run for nomination, that nominee will receive a Candidate Letter in the mail that will include campaign guidelines. Successful candidates will be notified by July 20, 2021 and introduced at the Annual Conference in Monterey, in August 2021.

Environmental Review Compliance: None required.

Financial Impact: ___Yes ___X___No Funding Source/Recap: None.

Other Considerations: The Board can decide to not select any member to run for nomination.

Material Included for Information/Consideration: CSDA letter, Nomination Form, and Network Map.

Action Required: ___Resolution ___X___Motion ___Review
(Roll call vote is required.)

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



**California Special
Districts Association**
Districts Stronger Together

DATE: January 28, 2021
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
SUBJECT: **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2022 - 2024 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
*(CSDA does **not** reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)*
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
*(CSDA does **not** reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).*

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 29, 2021. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021. The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network Seat A – Ralph Emerson, GM, Garberville Sanitary District*
Sierra Network Seat A – Noelle Mattock, Director, El Dorado Hills Community Services District*
Bay Area Network Seat A – Chad Davisson, GM, Ironhouse Sanitary District*
Central Network Seat A – Vacant
Coastal Network Seat A – Elaine Magner, Director, Pleasant Valley Recreation and Park District*
Southern Network Seat A – Jo MacKenzie, Director, Vista Irrigation District*

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021.*

*Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail Amberp@csda.net by **March 29, 2021** in order to ensure that you will receive a paper ballot on time.*

CSDA will mail paper ballots on May 28, 2021 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. July 16, 2021.

The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

(* = Incumbent is running for re-election)

If you have any questions, please contact Amber Phelen at amberp@csda.net.



**California Special
Districts Association**
Districts Stronger Together

2021 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS – March 29, 2021



**California Special
Districts Association**
Districts Stronger Together

2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**



California Special Districts Association
DISTRICT NETWORKS



Marina Coast Water District
Agenda Transmittal

Agenda Item: 9-E

Meeting Date: March 15, 2021

Prepared By: Kelly Cadiente

Approved By: Derek Cray

Agenda Title: Receive the Marina Coast Water District FY 2020-2021 Mid-Year Report

Staff Recommendation: The Board receives the Marina Coast Water District Mid-Year Report for FY 2020-2021.

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

On June 15, 2020, the Board passed and adopted Resolution 2020-39 adopting the Marina Coast Water District Budget for FY 2020-2021.

Discussion/Analysis: The FY 2020-2021 Mid-Year Report reflects the consolidated financial activity of the District through December 31, 2020 and compares the activity with the approved budget.

The District’s Mid-Year Report includes revenues and other funding sources of \$11.405 million and expenses, including CIP/Capitalized Equipment of \$12.675 million, resulting in a net loss of \$1.269 million. The net loss is due to the RUWAP construction costs, including soft costs, accrued in second quarter ended 12/31/21 but were received and paid in the third quarter ending 03/31/21. Staff is currently in process of the requesting reimbursement from the State Revolving Fund.

Environmental Review Compliance: None required.

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

Material Included for Information/Consideration: Mid-year Report for FY 2020-2021 as of December 31, 2020.

Action Required: _____ Resolution _____ Motion X Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

**Marina Coast Water District
Mid-Year Summary
JULY - DECEMBER 2020**

1 Ln #	2 REVENUE	3 MARINA WATER	4 SEWER	5 ORD COMMUNITY WATER	6 SEWER	7 RECYCLED WATER	8 TOTAL	9 Ln #
1	WATER SALES	1,801,128	-	3,996,614	-	-	5,797,742	1
2	FLAT RATE ACCOUNTS	-	-	-	-	-	-	2
3	OTHER WATER SALES	-	-	5,401	-	-	5,401	3
4	SEWER SALES	-	617,402	-	1,448,938	-	2,066,340	4
5	FIRE SYSTEM CHARGE	49,901	-	125,059	-	-	174,960	5
6	BACKFLOW PREVENTION	120	-	-	-	-	120	6
7	LATE CHARGES	538	-	2,900	-	-	3,438	7
8	PERMITS/PLAN CHECK	3,610	2,620	2,150	3,050	-	11,430	8
9	WHEELING CHARGE	-	-	12,000	-	-	12,000	9
10	METER FEES	9,345	-	22,240	-	-	31,585	10
11	CAPACITY FEES/CAPITAL SURCHARGE	95,776	42,538	337,257	228,395	-	703,966	11
12	OTHER INCOME	16,296	1,496	4,445	2,815	-	25,052	12
13	INTEREST INCOME	13,991	3,265	38,466	15,888	1	71,611	13
14	RENTAL REVENUE	44,010	12,574	78,588	22,005	-	157,177	14
15	DEVELOPER FEES	5,960	240	41,055	56,775	-	104,030	15
16	FORA RUWAP REIMBURSEMENT	-	-	-	-	-	-	16
17	M1W RUWAP REIMBURSEMENT	-	-	-	-	-	-	17
18	OTHER FUNDING SOURCE	61,876	4,897	67,162	144,737	1,727,151	2,005,823	18
19	GRANT FUNDING	93,830	-	140,745	-	-	234,575	19
20	TOTAL REVENUE	2,196,381	685,032	4,874,082	1,922,603	1,727,152	11,405,250	20
21	EXPENSES							21
22	SALARIES & BENEFITS	733,604	251,954	1,519,721	438,349	-	2,943,628	22
23	DEPT. EXPENSE	927,583	65,739	2,201,990	244,481	16,678	3,456,471	23
24	INTEREST EXPENSE	136,033	60,018	360,346	195,080	128,086	879,563	24
25	FRANCHISE & ADMIN FEES	-	-	58,510	19,776	-	78,287	25
26								26
27	TOTAL CIP/ CAPITALIZED EQUIPMENT	78,744	4,896	188,783	1,150,735	3,293,535	4,716,693	27
28								28
29	PRINCIPAL DEBT SERVICE ¹	-	-	-	-	-	-	29
30								30
31	TRANSFER TO CAP REPLACEMENT FUND	200,000	100,000	200,000	100,000	-	600,000	31
32								32
33	TRANSFER (FROM)/TO RESERVES ²	-	-	-	-	-	-	33
34								34
35	TOTAL EXPENSES	2,075,964	482,606	4,529,350	2,148,422	3,438,299	12,674,641	35
36	BALANCE	120,417	202,426	344,732	(225,819)	(1,711,147)	(1,269,392)	36

¹Principal debt service payments are made in the 4th quarter of the fiscal year.

²Transfers are made in the 4th quarter of the fiscal year.

**MARINA COAST WATER DISTRICT
REVENUE BUDGET ANALYSIS
JULY - DECEMBER 2020**

ACCOUNT NAME	ANNUAL BUDGET	JUL - DEC BUDGET	TOTAL	BUD vs ACTUALS \$ CHANGE	BUD vs ACTUALS % CHANGE
			JUL - DEC ACTUALS		
WATER SALES RESIDENTIAL	5,301,308	2,650,654	3,031,469	380,815	14.4%
WATER SALES BUSINESS	1,365,237	682,619	1,010,577	327,959	48.0%
WATER SALES SCHOOLS	0	0	161,198	161,198	100.0%
WATER SALES MULTIPLES	4,079,495	2,039,748	1,302,457	(737,291)	-36.1%
WATER SALES GOVERNMENT	1,340,714	670,357	141,380	(528,977)	-78.9%
FIRE SYSTEM CHARGE	358,377	179,189	174,960	(4,229)	-2.4%
HYDRANT METER	193,543	96,772	150,661	53,890	55.7%
OTHER WATER SALES	0	0	5,401	5,401	100.0%
LATE CHARGE FEES	20,000	10,000	3,438	(6,562)	-65.6%
BACKFLOW REVENUE	52,500	26,250	120	(26,130)	-99.5%
FLAT RATE ACCOUNTS	30,000	15,000	0	(15,000)	-100.0%
PLAN CHECK/PERMIT FEES	40,000	20,000	11,430	(8,570)	-42.9%
METER FEES	72,500	36,250	31,585	(4,665)	-12.9%
WHEELING CHARGE	24,000	12,000	12,000	0	0.0%
DEVELOPER FEES	334,000	167,000	104,030	(62,970)	-37.7%
SEWER SALES BUSINESS	685,185	342,593	1,663,133	1,320,541	385.5%
SEWER SALES RESIDENTIAL	3,902,446	1,951,223	403,207	(1,548,016)	-79.3%
TOTAL OPERATING REVENUES	17,799,305	8,899,653	8,207,046	(692,607)	-7.78%
CAPITAL SURCHARGE	204,900	102,450	100,122	(2,328)	-2.3%
CAPACITY CHARGES	3,221,353	1,610,677	603,844	(1,006,833)	-62.5%
INTEREST INCOME	165,000	82,500	65,115	(17,385)	-21.1%
INTEREST INCOME - 2019 BONDS	0	0	6,492	6,492	100.0%
INTEREST INCOME - 2015 BONDS	850	425	4	(421)	-99.1%
OTHER INCOME	58,000	29,000	18,552	(10,448)	-36.0%
DEFD REVENUE -2015 SERIES BOND	136,325	68,163	0	(68,163)	-100.0%
BLM RENTAL REVENUE	337,186	168,593	155,216	(13,377)	-7.9%
ARMSTRONG RANCH RENTAL REVENUE	0	0	1,961	1,961	100.0%
GAIN/LOSS ON ASSET SALES	0	0	6,500	6,500	100.0%
GRANT FUNDING	828,132	414,066	234,575	(179,491)	-43.3%
LOAN PROCEEDS - STATE REVOLVING FUND	11,239,582	5,619,791	1,727,151	(3,892,640)	-69.3%
2019 COPS PROCEEDS	11,356,255	5,678,128	278,672	(5,399,456)	-95.1%
TOTAL NON OPERATING REVENUES	27,547,583	13,773,792	3,198,204	(10,575,588)	-76.8%
TOTAL REVENUE	45,346,888	22,673,444	11,405,250	(11,268,194)	-49.7%

MARINA COAST WATER DISTRICT
 BUDGET ANALYSIS - ALL DEPARTMENTS
 JULY - DECEMBER 2020

ACCOUNT NAME	ANNUAL BUDGET	JUL - DEC BUDGET	TOTAL JUL - DEC ACTUALS	BUD vs ACTUALS \$ CHANGE	BUD vs ACTUALS % CHANGE
WAGES	4,632,151	2,316,076	1,952,797	(363,279)	-15.7%
WAGES/BENEFITS ALLOCATED TO CAPITAL	(362,000)	(181,000)	(95,026)	85,974	-47.5%
OVERTIME	98,904	49,452	53,764	4,312	8.7%
STANDBY WAGES	50,960	25,480	20,748	(4,732)	-18.6%
FICA EXPENSE	285,225	142,613	107,107	(35,505)	-24.9%
MEDI EXPENSE	69,338	34,669	28,499	(6,170)	-17.8%
MEDICAL INSURANCE	992,375	496,188	378,688	(117,500)	-23.7%
DENTAL INSURANCE	42,958	21,479	15,988	(5,491)	-25.6%
VISION INSURANCE	10,181	5,091	4,182	(908)	-17.8%
WORKERS COMP. INSURANCE	98,249	49,125	32,436	(16,688)	-34.0%
LIFE INSURANCE	16,945	8,473	9,297	825	9.7%
UNIFORM BENEFIT	16,650	8,325	5,635	(2,690)	-32.3%
BOOT BENEFIT	5,101	2,551	1,761	(790)	-31.0%
SUI EXPENSE	10,857	5,429	61	(5,368)	-98.9%
ETT EXPENSE	330	165	3	(162)	-98.5%
CAR ALLOWANCE EXPENSE	5,400	2,700	2,475	(225)	-8.3%
TUITION REIMBURSEMENT	5,500	2,750	1,442	(1,308)	-47.6%
DISABILITY PLAN	13,991	6,996	6,866	(130)	-1.9%
CALPERS RETIREMENT (ER)	643,316	321,658	295,897	(25,761)	-8.0%
CALPERS RETIREMENT (EE)	231,691	115,846	101,057	(14,788)	-12.8%
DEFERRED COMP (ER)	97,012	48,506	18,052	(30,454)	-62.8%
OPEB EXPENSE	165,000	82,500	0	(82,500)	-100.0%
BOARD COMPENSATION	4,500	2,250	1,900	(350)	-15.6%
TOTAL SALARY & BENEFIT	7,134,634	3,567,317	2,943,628	(623,689)	-17.5%
PROPERTY & LIABILITY INSURANCE	132,350	66,175	72,598	6,423	9.7%
REGULATORY FEES	34,265	17,133	31,261	14,129	82.5%
PROPERTY TAXES	3,800	1,900	3,986	2,086	109.8%
MAINTENANCE & EQUIPMENT	1,136,000	568,000	447,734	(120,266)	-21.2%
POWER/GAS	947,335	473,668	488,952	15,285	3.2%
BUILDING SECURITY & OTHER SERVICES	16,500	8,250	13,380	5,130	62.2%
PHONE/ANSWERING SERVICE	51,000	25,500	25,958	458	1.8%
RENT/LEASE EQUIPMENT	21,000	10,500	10,502	2	0.0%
RENT/LEASE EQUIPMENT	10,200	5,100	4,462	(638)	-12.5%
CONTRACT TESTING/ QUALITY CONTROL	110,600	55,300	25,161	(30,139)	-54.5%
BOOKS & REF MATERIALS	4,700	2,350	0	(2,350)	-100.0%
POSTAGE	49,600	24,800	19,926	(4,874)	-19.7%
PRINTING	46,350	23,175	14,848	(8,327)	-35.9%
OFFICE & GENERAL SUPPLY	46,206	23,103	22,118	(985)	-4.3%
COMPUTER & SOFTWARE EXPENSES	156,295	78,148	70,504	(7,643)	-9.8%
ADVERTISEMENT	35,000	17,500	11,581	(5,919)	-33.8%
MAINTENANCE AGREEMENTS	29,990	14,995	20,805	5,810	38.7%
HOSPITALITY & AWARDS	3,500	1,750	441	(1,309)	-74.8%
BOARD MEETING VIDEO RECORDING	6,000	3,000	2,760	(240)	-8.0%
ACCOUNTING SERVICES	37,000	18,500	25,582	7,082	38.3%
CONSULTING SERVICES	2,987,150	1,493,575	472,933	(1,020,642)	-68.3%
LEGAL FEES	1,324,500	662,250	1,432,226	769,976	116.3%
LIABILITY CLAIMS	0	0	29	29	100.0%
RW-0156 RECYCLED WATER EXPENSE	1,000	500	5,656	5,156	1031.2%
CONFERENCES/EDUCATION	31,749	15,875	6,941	(8,934)	-56.3%
TRAVEL	20,300	10,150	0	(10,150)	-100.0%
SAFETY	23,000	11,500	6,516	(4,984)	-43.3%
MEMBERSHIPS & DUES	56,800	28,400	7,742	(20,658)	-72.7%
PERMITS	124,000	62,000	3,329	(58,671)	-94.6%
BANK & ADMINISTRATION FEES	150,200	75,100	70,969	(4,131)	-5.5%
INTEREST EXPENSE	2,152,378	1,076,189	879,563	(196,626)	-18.3%
MISCELLANEOUS	1,500	750	1,436	686	91.4%
REBATE PROGRAMS	113,600	56,800	16,326	(40,474)	-71.3%
CONSERVATION EDUCATION	48,250	24,125	7,352	(16,773)	-69.5%
BAD DEBT EXPENSE	25,000	12,500	0	(12,500)	-100.0%
IOP EXPENSES	15,375	7,688	891	(6,797)	-88.4%
BLM EXPENSES	65,200	32,600	25,969	(6,631)	-20.3%
FRANCHISE FEE	135,000	67,500	78,287	10,787	16.0%
FORA ADMIN./LIAISON FEES	10,496	5,248	0	(5,248)	-100.0%
M1W – AWTF CAPITAL COST SHARE	356,843	178,422	0	(178,422)	-100.0%
M1W – AN RENEWAL RESERVE SHARE	92,093	46,047	0	(46,047)	-100.0%
DEVELOPER EXPENSES (REIMBURSABLE)	505,000	252,500	85,594	(166,906)	-66.1%
TOTAL DEPARTMENT EXPENSE	11,117,125	5,558,563	4,414,320	(1,144,242)	-20.6%
TOTAL EXPENSE	18,251,759	9,125,880	7,357,948	(1,767,931)	-19.4%

**MARINA COAST WATER DISTRICT
GENERAL CIP BUDGET ANALYSIS
JULY - DECEMBER 2020**

ACCOUNT NAME	TOTAL				
	ANNUAL BUDGET	JUL - DEC BUDGET	JUL - DEC ACTUALS	BUD vs ACTUALS \$ CHANGE	BUD vs ACTUALS % CHANGE
LABORATORY EQUIPMENT	0	0	0	0	0%
NETWORK COMPUTER SYSTEM	15,000	7,500	0	(7,500)	-100.0%
VEHICLES	100,000	50,000	0	(50,000)	-100.0%
O&M EQUIPMENT	435,000	217,500	136,642	(80,858)	-37.2%
TOTAL	550,000	275,000	136,642	(138,358)	-50.3%

MARINA COAST WATER DISTRICT
 CAPITAL IMPROVEMENT PROJECT BUDGET ANALYSIS
 JULY - DECEMBER 2020

ACCOUNT NAME	ANNUAL BUDGET	JUL - DEC BUDGET	TOTAL		
			JUL - DEC ACTUALS	BUD vs ACTUALS \$ CHANGE	BUD vs ACTUALS % CHANGE
MW - 0111 BEACH RD PIPELINE	454,815	227,408	1,106	(226,302)	-99.5%
MW - 0205 MARINA HYDRANT PROJECT	0	0	978	978	100.0%
MW - 0302 CRESCENT AVE CONNECTOR	196,000	98,000	714	(97,286)	-99.3%
MS - 0202 CARMEL AVE SEWER MAIN IMP PROJECT	60,000	30,000	0	(30,000)	-100.0%
OW - 0193 IMJIN PKWY PIPELINE	1,070,000	535,000	10,670	(524,330)	-98.0%
OW - 0201 GIGLING TRANSMISSION	125,000	62,500	0	(62,500)	-100.0%
OW - 0202 S BOUNDARY RD PIPE	2,660,000	1,330,000	0	(1,330,000)	-100.0%
OW - 0306 D-ZONE BOOSTER PUMP REPLACEMENT	80,000	40,000	0	(40,000)	-100.0%
OS - 0147 ORD VILLAGE LS/ FM IMP	3,300,000	1,650,000	92,840	(1,557,160)	-94.4%
OS - 0152 HATTEN BOOKER NEESON LS IMP	395,000	197,500	7,238	(190,262)	-96.3%
OS - 0203 GIGLING LS/ FORCE MAIN	2,125,000	1,062,500	292	(1,062,208)	-100.0%
OS - 0205 IMJIN LS/ FORCE MAIN	1,161,370	580,685	916,052	335,367	57.8%
OS - 0241 ORD VILLAGE LS	0	0	58	58	100.0%
OS - 0310 ORD WWTP 30" SEWER REP	0	0	89,946	89,946	100.0%
RW - 0174 RUWAP - DISTRIBUTION SYSTEM	11,239,582	5,619,791	3,293,535	(2,326,256)	-41.4%
RW - 0306 RUWAP - IMJIN PARKWAY PIPELINE	885,000	442,500	0	(442,500)	-100.0%
GW - 0112 A1/A2 TANK B/C BSTR	6,695,000	3,347,500	157,917	(3,189,583)	-95.3%
GW - 0123 B2 ZONE TANKS AT CSUMB	140,000	70,000	0	(70,000)	-100.0%
GW - 0305 CALIFORNIA AVE/ IMJIN PKWY PIPELINE	2,400,000	1,200,000	0	(1,200,000)	-100.0%
GW - 0307 INTERTIE METER REPLACEMENT	81,000	40,500	0	(40,500)	-100.0%
WD - 0106 CORP YARD DEMOLITION AND REHAB	520,000	260,000	3,305	(256,695)	-98.7%
WD - 0309 HMI INSTALLATION (ALL WATER/ SEWER SITES)	325,000	162,500	0	(162,500)	-100.0%
SEASIDE LAND TRANSFER	0	0	5,400	5,400	100.0%
TOTAL	33,912,767	16,956,384	4,580,051	(12,376,333)	-73.0%

MARINA COAST WATER DISTRICT
SCHEDULE OF INVESTMENTS SUMMARY
JULY - DECEMBER 2020
(UNAUDITED)

PURCHASE DATE	MATURITY DATE	ACCT TYPE	YIELD APR	6/30/2020 BALANCE	TRANSACTION TYPE	AMOUNT	12/31/2020 BALANCE
LAIF ACCOUNT				0.63%	17,147,945	INTEREST 07/15/2020 INTEREST 10/15/2020	17,192,671 17,229,185
SAVINGS ACCOUNT				0.06%	274,836	INTEREST 07/01/20 - 09/30/20 INTEREST 10/01/20 - 12/31/20	274,891 274,941
CPFCA DEPOSIT ACCOUNT				0.08%	100,547	INTEREST 07/01/20 - 09/30/20 INTEREST 10/01/20 - 12/31/20 TRANSFERS	100,567 100,580 0
BUILDING REMOVAL FUND				0.03%	977,618	INTEREST 07/01/20 - 09/30/20 INTEREST 10/01/20 - 12/31/20	977,692 977,766
RESTRICTED FUNDS				0.17%	1,078,709	INTEREST 07/01/20 - 09/30/20 INTEREST 10/01/20 - 12/31/20	1,079,263 1,079,782
RUWAP LOC PROCEEDS					4,810	DEPOSITS WITHDRAWALS	2,016,963 4,662
CHECKING ACCOUNT					1,281,732	DEPOSITS & CREDITS CHECKS & DEBITS TRANSFERS	13,883,887 (213,921) 1,793,131

SUMMARY	As of December 31		RESERVES DETAIL (LAIF ACCOUNT)	As of December 31	
	2019	2020		2019	2020
LAIF ACCOUNT	12,512,727	17,229,185	MW GEN OP RESERVE	961,740	855,943
SAVINGS ACCOUNT	274,589	274,941	MW CAPACITY REVENUE FUND	616,389	1,292,932
CPFCA DEPOSIT ACCOUNT	100,519	0	MW CAP REPL RESERVE FUND	1,056,442	1,168,364
BUILDING REMOVAL FUND	0	977,766	MS GEN OP RESERVE	1,394,497	296,839
RESTRICTED FUNDS	5,218,689	1,079,782	MS CAPACITY REVENUE FUND	108,044	202,250
RUWAP LOC PROCEEDS	4,810	4,662	MS CAP REPL RESERVE FUND	100,000	201,180
CHECKING ACCOUNT	6,875,795	1,793,131	OW GEN OP RESERVE	65,493	1,786,060
TOTAL INVESTMENT	24,987,129	21,359,467	OW CAPITAL/CAPACITY REVENUE FUND	6,971,993	7,646,541
			OW CAP REPL RESERVE FUND	200,000	165,860
			OS GEN OP RESERVE	47,813	1,091,133
			OS CAPITAL/CAPACITY REVENUE FUND	890,317	2,459,865
			OS CAP REPL RESERVE FUND	100,000	62,218
			TOTAL	12,512,728	17,229,185

MARINA COAST WATER DISTRICT
 SCHEDULE OF INVESTMENTS SUMMARY - BOND PROCEEDS
 AS OF DECEMBER 31, 2020
 (UNAUDITED)

PURCHASE DATE	ACCT TYPE	YIELD APR	6/30/2020 BALANCE	TRANSACTION TYPE	AMOUNT	12/31/2020 BALANCE
PROJECT FUND	MM	0.03%	16,946,353	INTEREST 07/01/20 - 09/30/20	5,441	16,951,794
2019 SERIES BOND				INTEREST 10/01/20 - 12/31/20	1,050	16,952,844
				FUNDS TRANSFER	(150,149)	16,802,695

MARINA COAST WATER DISTRICT
 SCHEDULE OF DEBT SUMMARY
 AS OF DECEMBER 31, 2020
 (UNAUDITED)

PRINCIPAL AMOUNT	FIRST PAYMENT	FINAL PAYMENT	RATE	6/30/2020 BALANCE	TRANSACTION TYPE	AMOUNT	12/31/2020 BALANCE
HCC - BLM INSTALLMENT LOAN							
2,799,880	07/20/2017	01/20/2037	5.750%	2,553,577	PAYMENT - PRINCIPAL	(45,279)	2,508,298
					INTEREST PAYMENT	(73,415)	
2015 REFUNDING BOND - CLOSING DATE 07/15/2015							
TAX-EXEMPT SERIES A							
29,840,000	12/01/2015	06/01/2037	3.712%	26,050,000	PAYMENT - PRINCIPAL	0	26,050,000
					PAYMENT - INTEREST ONLY	(607,175)	
2019 SERIES REVENUE BOND - CLOSING DATE 12/19/2019							
17,725,000	06/01/2020	06/01/2049	2.990%	17,585,000	PAYMENT - PRINCIPAL	0	17,585,000
					INTEREST PAYMENT	(346,150)	
BVAA COMPASS RUWAP LOC							
55,000		03/31/2022	2.040% *	1,999,872	ADVANCES	2,012,153	4,012,025
					PAYMENT - PRINCIPAL	(1,999,872)	2,012,153
					INTEREST PAYMENT	(11,711)	

*Line of Credit interest calculated on a variable basis (65.01% of the 30-Day Monthly LIBOR plus 1.50%). Amount represents interest rate at 12/01/2020.

SUMMARY

HCC - BLM INSTALLMENT LOAN	2,508,298
2015 REFUNDING BOND SERIES A	26,050,000
2019 SERIES REVENUE BOND	17,585,000
BVAA COMPASS RUWAP LOC	2,012,153
TOTAL DEBT	48,155,451

**MARINA COAST WATER DISTRICT
RESERVE DETAIL
PROJECTED AS OF DECEMBER 31, 2020**

<u>Description</u>	<u>MW</u>	<u>MS</u>	<u>OW</u>	<u>OS</u>	<u>RW</u>	<u>TOTAL</u>
Building Removal Fund	0	0	0	977,766	0	977,766
RUWAP LOC Proceeds*	0	0	0	0	4,662	4,662
Sub-total	0	0	0	977,766	4,662	982,428
Capacity Charge/Capital Surcharge Reserve						
Capacity Charge/Capital Surcharge - LAIF**	1,292,932	202,250	7,646,541	2,459,865	0	11,601,588
Capacity Charge/Capital Surcharge - MM**	0	0	1,079,782	0	0	1,079,782
Capacity Charge/Capital Surcharge Reserve Sub-total	1,292,932	202,250	8,726,323	2,459,865	0	12,681,370
Capital Replacement Reserve						
2019 Bond Project Fund**	4,549,283	1,551,341	4,217,276	6,484,795	0	16,802,695
Capital Replacement - LAIF**	1,168,364	201,180	165,860	62,218	0	1,597,622
Capital Replacement Reserve Sub-total	5,717,647	1,752,521	4,383,136	6,547,013	0	18,400,317
Administrative Reserve Fund	50,000	50,000	50,000	50,000	0	200,000
General Operating Reserve						
General Business Checking	10,905,151	2,634,771	(14,268,323)	10,448,010	(8,135,677)	1,583,932
General Fund - LAIF	855,943	296,839	1,786,060	1,091,133	0	4,029,975
Savings	69,992	64,561	58,717	81,671	0	274,941
Sub-total	11,831,086	2,996,171	(12,423,546)	11,620,814	(8,135,677)	5,888,848
(Due From)/ Due To Other Funds	(8,135,677)	(1,431,329)	12,431,329	(11,000,000)	8,135,677	0
General Operating Reserve Sub-total	3,695,409	1,564,842	7,783	620,814	0	5,888,848
Total Reserves as of 12-31-2020	10,755,988	3,569,613	13,167,242	10,655,458	4,662	38,152,963
Capital Replacement Reserves as of 12-31-2020	5,717,647	1,752,521	4,383,136	6,547,013	0	18,400,317
Minimum balance required by Board***	1,000,000	1,000,000	1,000,000	1,000,000	0	4,000,000
Available Capital Replacement Reserve as of 12-31-2020	4,717,647	752,521	3,383,136	5,547,013	0	14,400,317
General Operating Reserves as of 12-31-2020	3,695,409	1,564,842	7,783	620,814	0	5,888,848
6 mos. Avg operating expenses required by Board***	2,128,557	487,936	5,165,980	1,153,157	0	8,935,630
Available Operating Reserve as of 12-31-2020	1,566,852	1,076,906	(5,158,197)	(532,343)	0	(3,046,781)
Operating Expenses plus Interest & Bond Amortization	4,257,114	975,872	10,331,959	2,306,314	380,500	18,251,759
* Held by external Agencies						
** Restricted to capital spending						
***Per Board Policy						

Staff Report

Marina Coast Water District
Staff Report

Agenda Item: 10-A

Meeting Date: March 15, 2021

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.

This report includes the following:

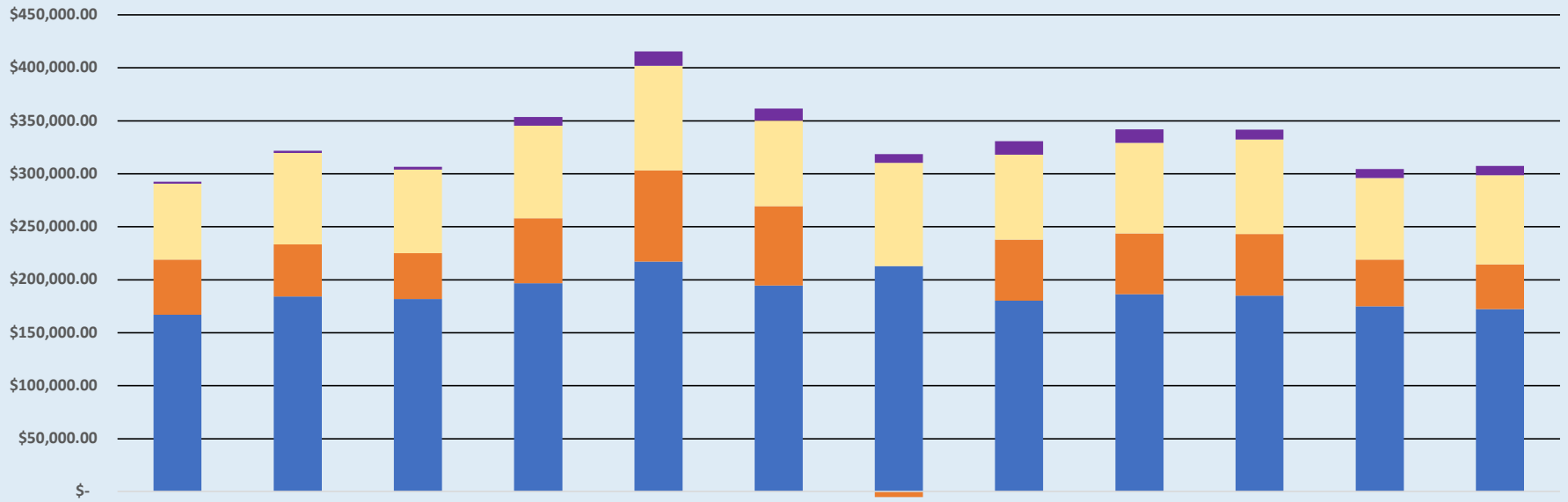
- Monthly revenues for the months during the pandemic
- Customer accounts aging information including changes from month to month
- Monthly customer payments comparison for the months March through February of 2019-2020 and 2020-2021
- Graphs of delinquent accounts as of February 28, 2021

Water revenue for both Central Marina and the Ord Community increased in February 2021 from 2020 which may be attributable to a dryer February in 2021 and the rate increase which took effect January 1, 2021.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic \$92,549 and \$404,123, respectively. Regarding the Ord Community, there are contributing factors other than COVID-19 which have caused the fluctuations of its Accounts Receivable balances such as the timing of payments from Monterey Bay Military Housing and a growing customer base.

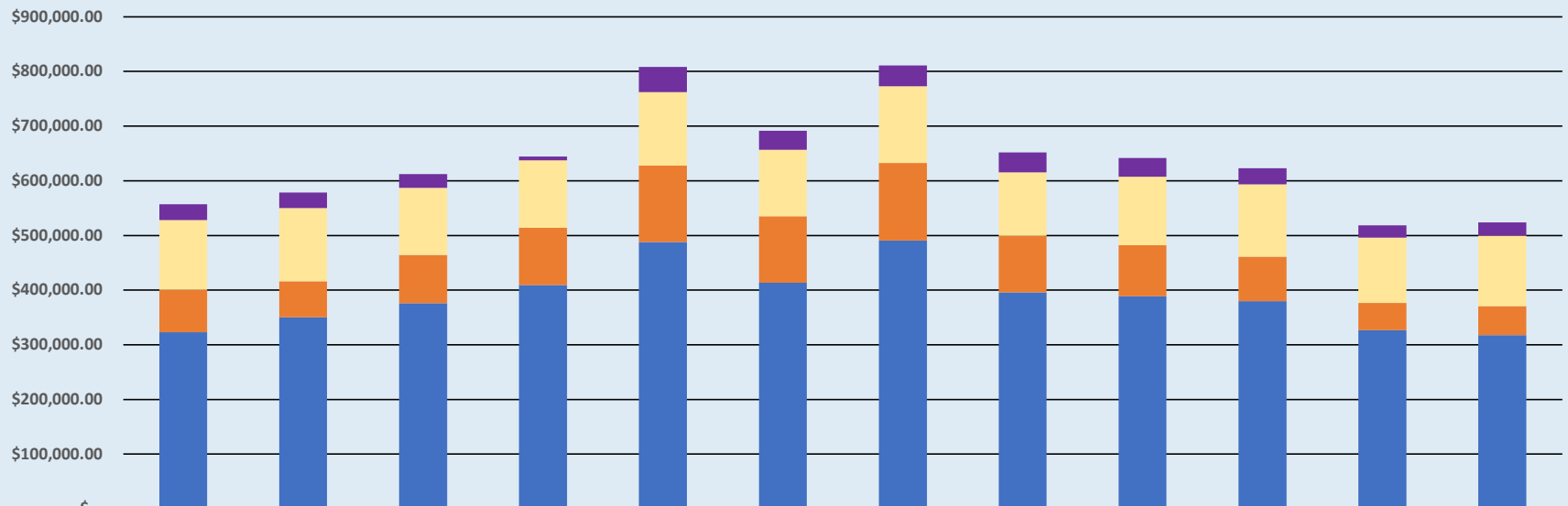
This report also includes a graph of the number of delinquent accounts for Central Marina and the Ord Community. Of the delinquent accounts, 114 from Central and Marina and 183 from the Ord Community have a history prior to the pandemic of being delinquent and had previously been issued door tags.

Central Marina Water Revenues
March 1, 2020 - February 28, 2021



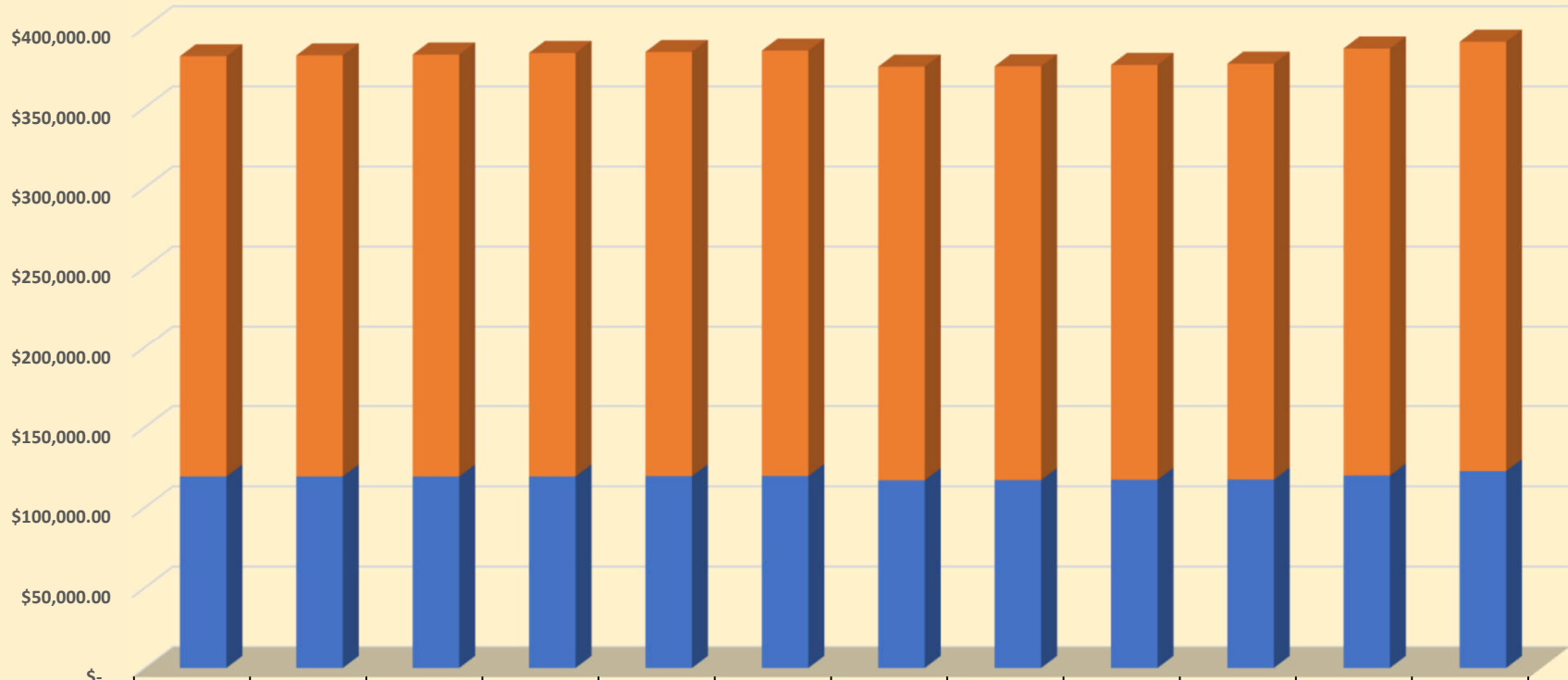
	March	April	May	June	July	August	September	October	November	December	January	February
Government	\$2,082.69	\$2,199.53	\$2,681.08	\$8,375.25	\$13,586.13	\$11,344.27	\$8,345.98	\$12,749.96	\$12,877.58	\$9,536.70	\$8,384.45	\$8,677.27
Multiples	\$71,831.26	\$86,182.79	\$78,597.85	\$87,366.97	\$98,755.54	\$80,699.32	\$97,683.09	\$80,338.00	\$85,602.05	\$89,015.05	\$77,107.91	\$84,148.56
Business	\$51,839.34	\$49,101.90	\$43,414.04	\$61,302.08	\$86,073.91	\$75,076.74	\$(5,140.09)	\$57,617.31	\$57,423.10	\$58,349.34	\$44,144.90	\$42,154.49
Residential	\$166,956.53	\$184,263.74	\$181,864.34	\$196,780.25	\$217,199.72	\$194,559.93	\$212,776.78	\$180,109.42	\$186,182.81	\$184,973.62	\$174,894.00	\$172,432.28

**Ord Community Water Revenues
March 1, 2020 - February 28, 2021**



	March	April	May	June	July	August	September	October	November	December	January	February
■ Government	\$28,705.32	\$28,205.14	\$24,812.12	\$7,117.78	\$45,626.05	\$34,741.52	\$38,048.94	\$36,498.97	\$33,893.68	\$29,793.26	\$22,165.90	\$24,507.28
■ Multiples	\$127,466.37	\$134,402.07	\$123,469.80	\$123,338.62	\$134,837.97	\$121,642.40	\$140,171.48	\$116,289.72	\$125,379.90	\$132,231.13	\$119,799.47	\$129,027.19
■ Business	\$77,760.83	\$66,012.14	\$88,048.44	\$104,917.17	\$139,750.23	\$121,974.19	\$141,890.02	\$103,252.88	\$93,126.92	\$81,177.36	\$49,876.33	\$52,694.88
■ Residential	\$323,154.92	\$350,068.79	\$375,972.19	\$409,233.62	\$488,106.15	\$413,442.67	\$490,842.88	\$396,034.11	\$389,103.18	\$380,058.60	\$326,480.69	\$317,968.49

MCWD Sewer Revenues
March 1, 2020 - February 28, 2021



	March	April	May	June	July	August	September	October	November	December	January	February
Ord Community	\$262,703.22	\$263,249.79	\$263,784.70	\$264,722.86	\$265,196.21	\$265,921.19	\$258,470.69	\$258,684.39	\$259,313.72	\$259,998.90	\$266,944.16	\$268,364.76
Central Marina	\$119,282.65	\$119,288.17	\$119,282.33	\$119,345.10	\$119,476.65	\$119,611.65	\$116,969.04	\$117,073.20	\$117,247.00	\$117,350.20	\$119,877.54	\$122,692.84

**MARINA COAST WATER DISTRICT
CUSTOMER ACCOUNTS AGING REPORT
March 9, 2020 - March 9, 2021**

Central Marina

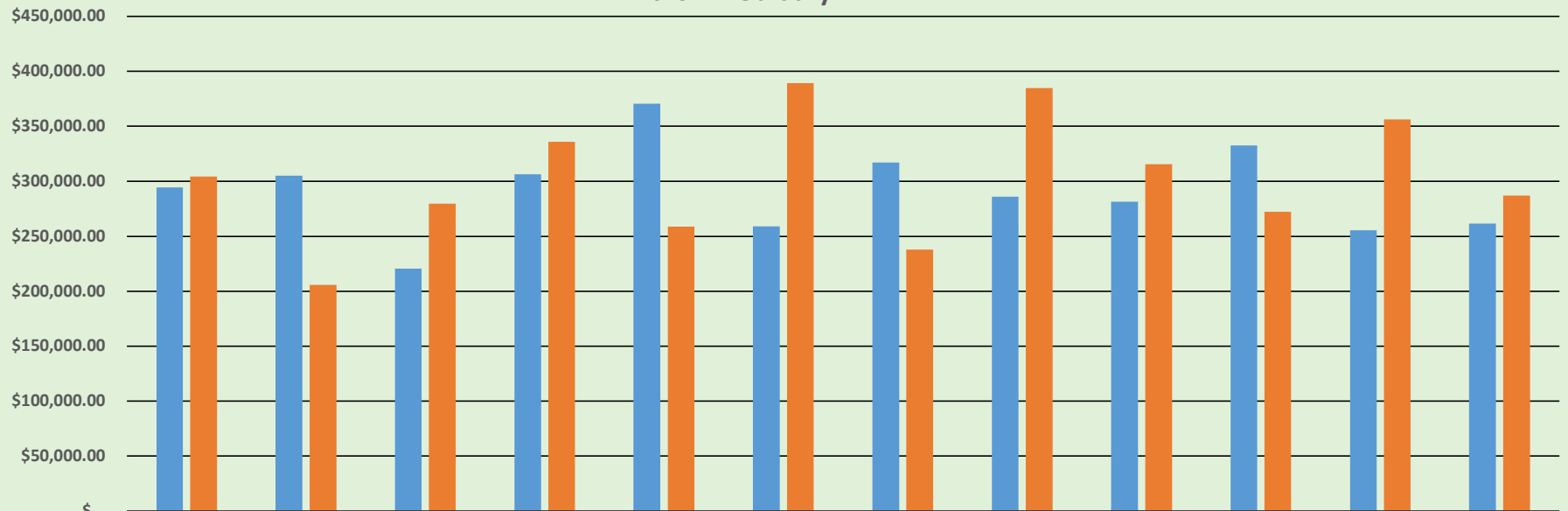
Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals
3/9/2020	\$ 35,543.27	\$ 3,875.86	\$ 4,293.09	\$ 1,611.13	\$ 45,323.35
4/9/2020	\$ 33,044.70	\$ 18,181.54	\$ 5,496.77	\$ 5,547.47	\$ 62,270.48
5/9/2020	\$ 28,890.08	\$ 20,642.06	\$ 17,487.23	\$ 9,091.91	\$ 76,111.28
6/9/2020	\$ 39,927.48	\$ 25,974.41	\$ 15,855.18	\$ 22,165.01	\$ 103,922.08
7/9/2020	\$ 43,632.74	\$ 22,222.86	\$ 15,085.37	\$ 32,877.48	\$ 113,818.45
8/9/2020	\$ 45,054.24	\$ 29,946.55	\$ 18,451.47	\$ 45,986.88	\$ 139,439.14
9/9/2020	\$ 43,548.42	\$ 24,815.16	\$ 24,374.86	\$ 57,567.51	\$ 150,305.95
10/9/2020	\$ 29,226.84	\$ 28,373.54	\$ 20,949.76	\$ 75,844.87	\$ 154,395.01
11/9/2020	\$ 70,822.42	\$ 16,122.69	\$ 19,815.89	\$ 82,391.92	\$ 189,152.92
12/9/2020	\$ 40,444.31	\$ 30,617.06	\$ 9,431.04	\$ 93,752.24	\$ 174,244.65
1/9/2021	\$ 29,660.47	\$ 23,705.57	\$ 25,876.15	\$ 92,917.62	\$ 172,159.81
2/9/2021	\$ 31,396.13	\$ 17,460.42	\$ 13,737.57	\$ 67,143.37	\$ 129,737.49
3/9/2021	\$ 34,426.99	\$ 26,395.63	\$ 7,234.00	\$ 69,816.02	\$ 137,872.64
April Change	\$ (2,498.57)	\$ 14,305.68	\$ 1,203.68	\$ 3,936.34	\$ 16,947.13
%	-7%	369%	28%	244%	37%
May Change	\$ (4,154.62)	\$ 2,460.52	\$ 11,990.46	\$ 3,544.44	\$ 13,840.80
%	-13%	14%	218%	64%	22%
June Change	\$ 11,037.40	\$ 5,332.35	\$ (1,632.05)	\$ 13,073.10	\$ 27,810.80
%	38%	26%	-9%	144%	37%
July Change	\$ 3,705.26	\$ (3,751.55)	\$ (769.81)	\$ 10,712.47	\$ 9,896.37
%	9%	-14%	-5%	48%	10%
August Change	\$ 1,421.50	\$ 7,723.69	\$ 3,366.10	\$ 13,109.40	\$ 25,620.69
%	3%	35%	22%	40%	23%
September Change	\$ (1,505.82)	\$ (5,131.39)	\$ 5,923.39	\$ 11,580.63	\$ 10,866.81
%	-3%	-17%	32%	25%	8%
October Change	\$ (14,321.58)	\$ 3,558.38	\$ (3,425.10)	\$ 18,277.36	\$ 4,089.06
%	-33%	14%	-14%	32%	3%
November Change	\$ 41,595.58	\$ (12,250.85)	\$ (1,133.87)	\$ 6,547.05	\$ 34,757.91
%	142%	-43%	-5%	9%	23%
December Change	\$ (30,378.11)	\$ 14,494.37	\$ (10,384.85)	\$ 11,360.32	\$ (14,908.27)
%	-43%	90%	-52%	14%	-8%
January Change	\$ (10,783.84)	\$ (6,911.49)	\$ 16,445.11	\$ (834.62)	\$ (2,084.84)
%	-27%	-23%	174%	-1%	-1%
February Change	\$ 1,735.66	\$ (6,245.15)	\$ (12,138.58)	\$ (25,774.25)	\$ (42,422.32)
%	6%	-26%	-47%	-28%	-25%
March Change	\$ 3,030.86	\$ 8,935.21	\$ (6,503.57)	\$ 2,672.65	\$ 8,135.15
%	10%	51%	-47%	4%	6%

**MARINA COAST WATER DISTRICT
CUSTOMER ACCOUNTS AGING REPORT
March 9, 2020 - March 9, 2021**

Ord Community

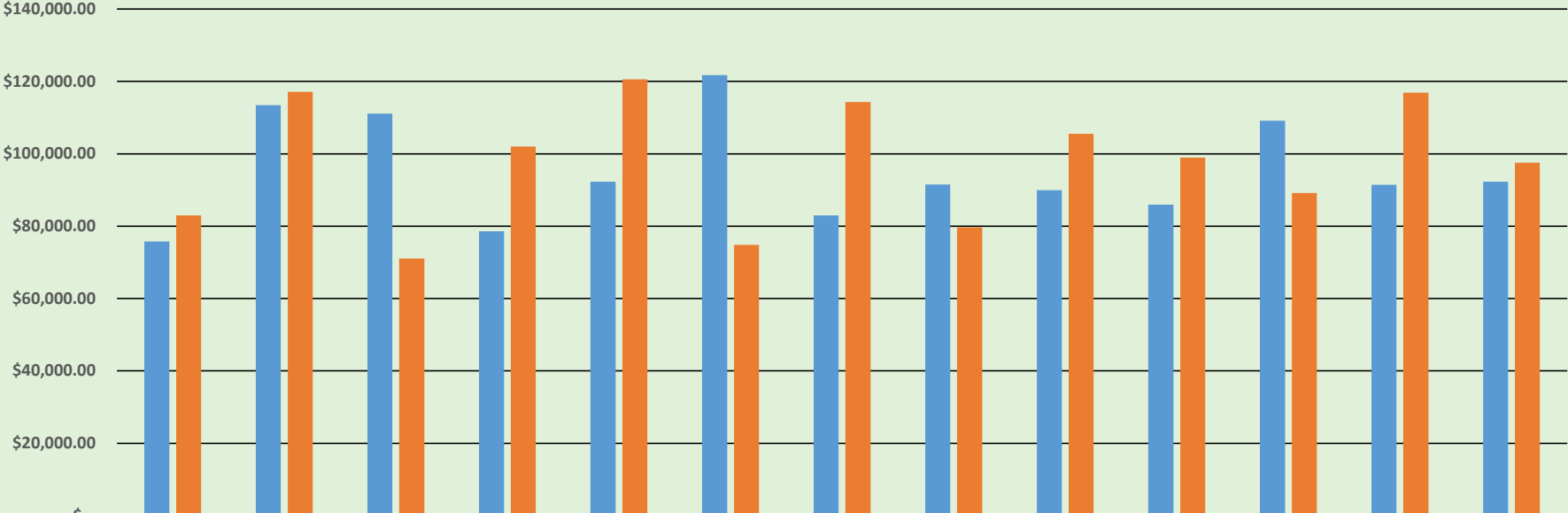
Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals
3/9/2020	\$ 78,063.43	\$ 38,972.14	\$ 27,577.38	\$ 736,205.62	\$ 880,818.57
4/9/2020	\$ 183,093.08	\$ 36,958.46	\$ 34,182.46	\$ 763,144.50	\$ 1,017,378.50
5/9/2020	\$ 81,034.10	\$ 50,592.95	\$ 28,286.58	\$ 796,635.38	\$ 956,549.01
6/9/2020	\$ 204,477.47	\$ 36,657.50	\$ 40,258.61	\$ 819,592.36	\$ 1,100,985.94
7/9/2020	\$ 73,155.37	\$ 36,455.57	\$ 22,504.91	\$ 846,761.28	\$ 978,877.13
8/9/2020	\$ 110,662.92	\$ 39,168.25	\$ 30,354.44	\$ 861,384.93	\$ 1,041,570.54
9/9/2020	\$ 289,279.76	\$ 47,257.11	\$ 26,094.02	\$ 882,409.83	\$ 1,245,040.72
10/9/2020	\$ 93,320.29	\$ 47,082.34	\$ 33,515.20	\$ 898,474.92	\$ 1,072,392.75
11/9/2020	\$ 115,739.57	\$ 61,127.13	\$ 33,281.67	\$ 920,152.71	\$ 1,130,301.08
12/9/2020	\$ 121,852.36	\$ 63,221.63	\$ 36,731.00	\$ 931,491.63	\$ 1,153,296.62
1/9/2021	\$ 222,545.82	\$ 32,657.11	\$ 27,816.88	\$ 926,666.82	\$ 1,209,686.63
2/9/2021	\$ 97,851.99	\$ 48,932.56	\$ 32,264.23	\$ 964,505.36	\$ 1,143,554.14
3/9/2021	\$ 214,438.36	\$ 50,784.04	\$ 39,867.14	\$ 979,852.20	\$ 1,284,941.74
April Change	\$ 105,029.65	\$ (2,013.68)	\$ 6,605.08	\$ 26,938.88	\$ 136,559.93
%	135%	-5%	24%	4%	16%
May Change	\$ (102,058.98)	\$ 13,634.49	\$ (5,895.88)	\$ 33,490.88	\$ (60,829.49)
%	-56%	37%	-17%	4%	-6%
June Change	\$ 123,443.37	\$ (13,935.45)	\$ 11,972.03	\$ 22,956.98	\$ 144,436.93
%	152%	-28%	42%	3%	15%
July Change	\$ (131,322.10)	\$ (201.93)	\$ (17,753.70)	\$ 27,168.92	\$ (122,108.81)
%	-64%	-1%	-44%	3%	-11%
August Change	\$ 37,507.55	\$ 2,712.68	\$ 7,849.53	\$ 14,623.65	\$ 62,693.41
%	51%	7%	35%	2%	6%
September Change	\$ 178,616.84	\$ 8,088.86	\$ (4,260.42)	\$ 21,024.90	\$ 203,470.18
%	161%	21%	-14%	2%	20%
October Change	\$ (195,959.47)	\$ (174.77)	\$ 7,421.18	\$ 16,065.09	\$ (172,647.97)
%	-68%	0%	28%	2%	-14%
November Change	\$ 22,419.28	\$ 14,044.79	\$ (233.53)	\$ 21,677.79	\$ 57,908.33
%	24%	30%	-1%	2%	5%
December Change	\$ 6,112.79	\$ 2,094.50	\$ 3,449.33	\$ 11,338.92	\$ 22,995.54
%	5%	3%	10%	1%	2%
January Change	\$ 100,693.46	\$ (30,564.52)	\$ (8,914.12)	\$ (4,824.81)	\$ 56,390.01
%	83%	-48%	-24%	-1%	5%
February Change	\$ (124,693.83)	\$ 16,275.45	\$ 4,447.35	\$ 37,838.54	\$ (66,132.49)
%	-56%	50%	16%	4%	-5%
March Change	\$ 116,586.37	\$ 1,851.48	\$ 7,602.91	\$ 15,346.84	\$ 141,387.60
%	119%	4%	24%	2%	12%

Central Marina Monthly Water Customer Payments March - February



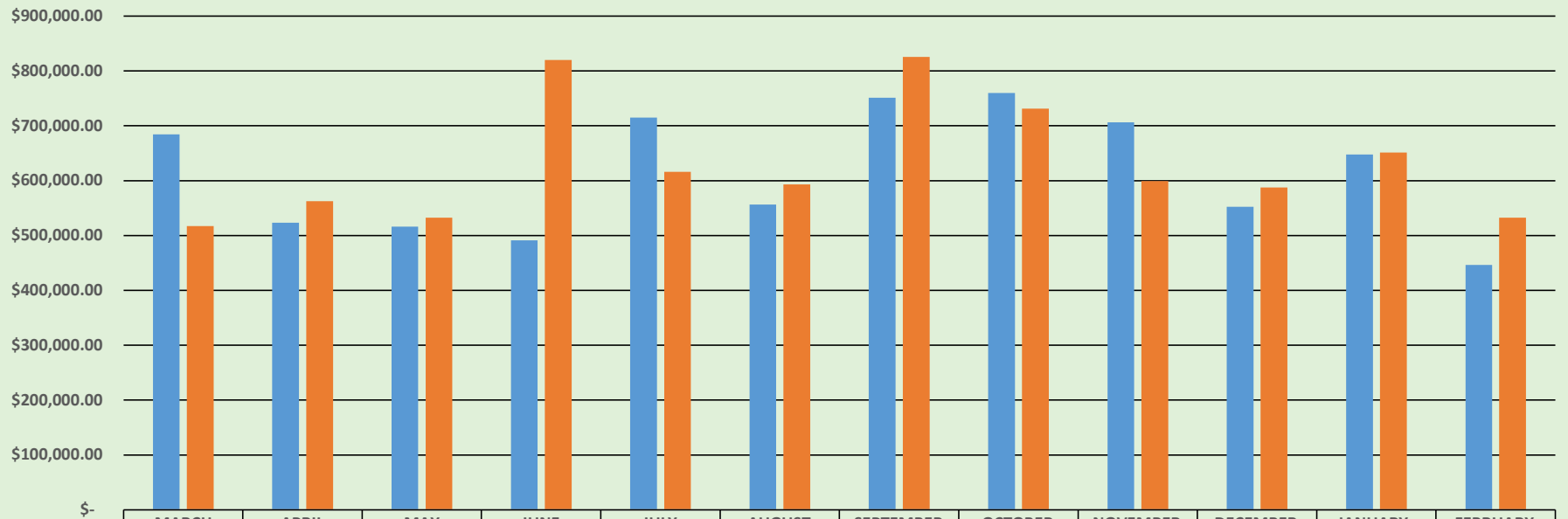
	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
■ 2019-2020	\$294,231.62	\$304,984.60	\$220,497.43	\$306,334.44	\$370,460.29	\$258,997.86	\$317,274.16	\$286,059.27	\$281,204.71	\$332,530.26	\$255,466.43	\$261,589.62
■ 2020-2021	\$304,481.44	\$205,857.18	\$279,658.56	\$336,058.35	\$258,732.93	\$389,405.03	\$237,938.05	\$384,856.48	\$315,538.23	\$272,197.64	\$356,346.91	\$286,827.30

**Central Marina Monthly Sewer Customer Payments
March - February**



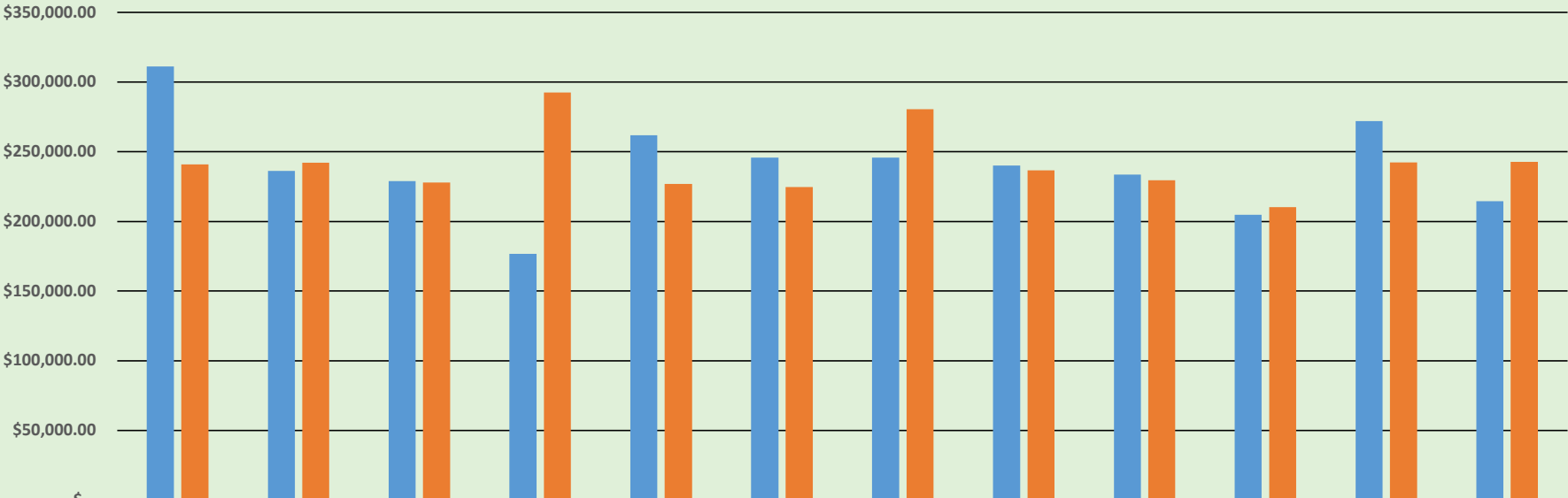
	AUGUST	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
■ 2019-2020	\$75,766.00	\$113,463.49	\$111,072.47	\$78,639.80	\$92,270.41	\$121,773.28	\$83,000.71	\$91,499.12	\$89,954.00	\$85,956.27	\$109,146.65	\$91,492.64	\$92,317.78
■ 2020-2021	\$83,000.71	\$117,134.31	\$71,062.89	\$102,031.13	\$120,587.45	\$74,794.25	\$114,308.48	\$79,697.54	\$105,587.74	\$98,929.39	\$89,203.02	\$116,941.10	\$97,545.28

Ord Community Monthly Water Customer Payments March - February



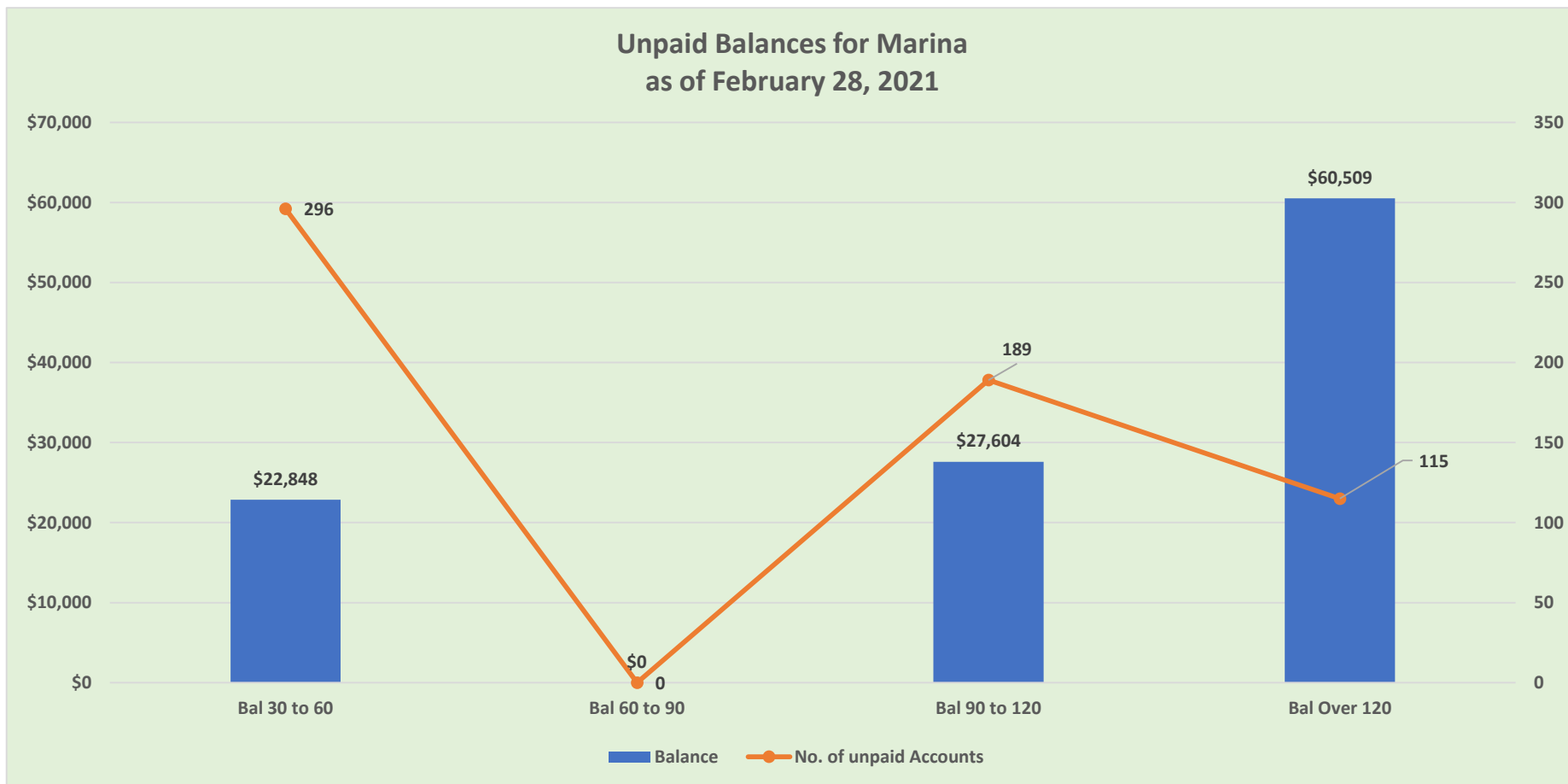
	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
2019-2020	\$684,171.47	\$523,413.33	\$516,265.91	\$490,996.34	\$714,823.53	\$556,839.90	\$751,180.65	\$759,867.77	\$706,380.51	\$552,539.52	\$648,144.59	\$446,502.42
2020-2021	\$517,304.51	\$562,961.16	\$532,865.09	\$820,377.37	\$616,081.51	\$593,519.23	\$825,669.76	\$731,404.20	\$599,537.89	\$587,555.70	\$651,096.52	\$532,874.47

**Ord Community Monthly Sewer Customer Payments
March - February**

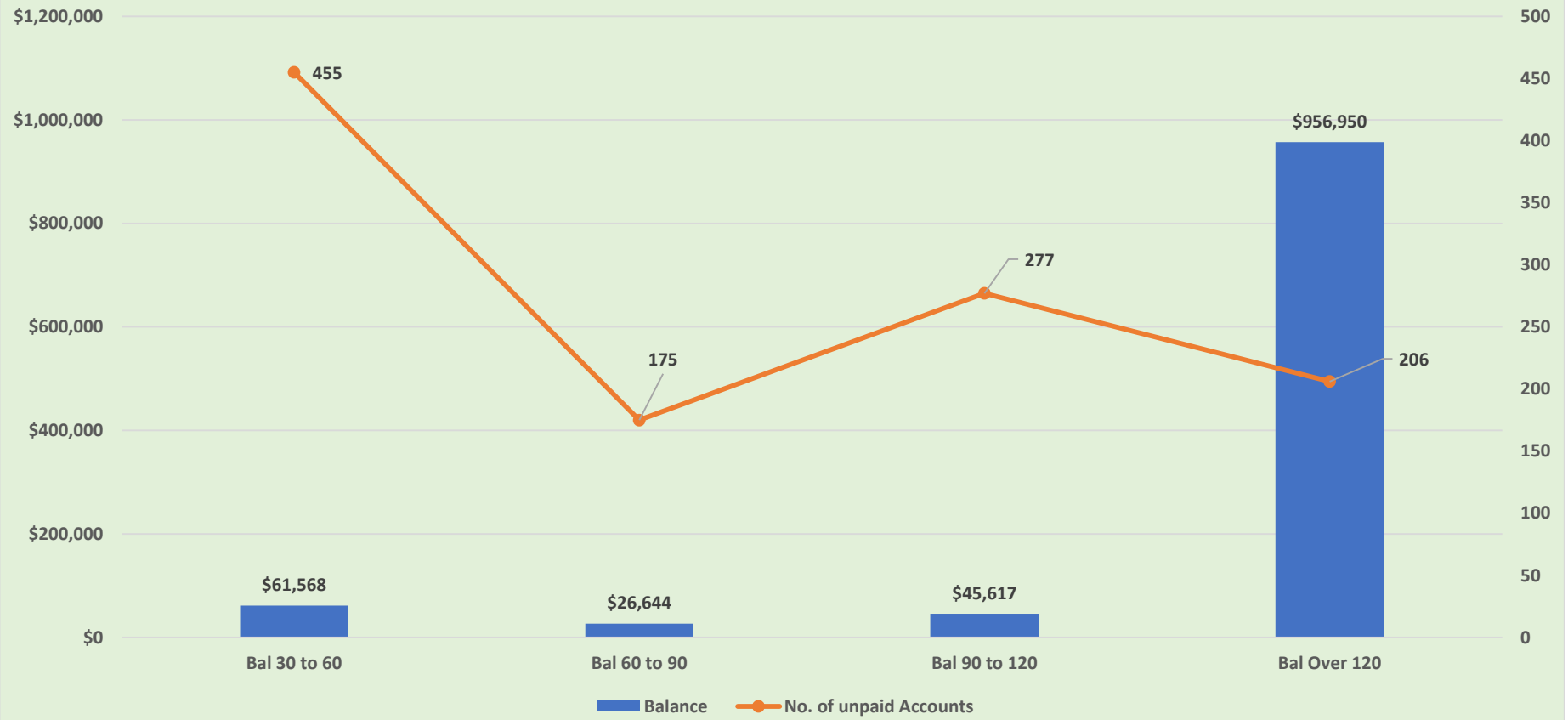


	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
■ 2019-2020	\$311,105.16	\$236,212.92	\$228,959.75	\$176,665.75	\$261,786.14	\$245,929.85	\$245,929.85	\$240,150.22	\$233,709.86	\$204,831.53	\$272,078.21	\$214,448.44
■ 2020-2021	\$241,074.86	\$242,199.40	\$227,843.31	\$292,463.65	\$226,904.83	\$224,641.82	\$280,689.99	\$236,624.63	\$229,592.77	\$210,245.46	\$242,441.88	\$242,791.01

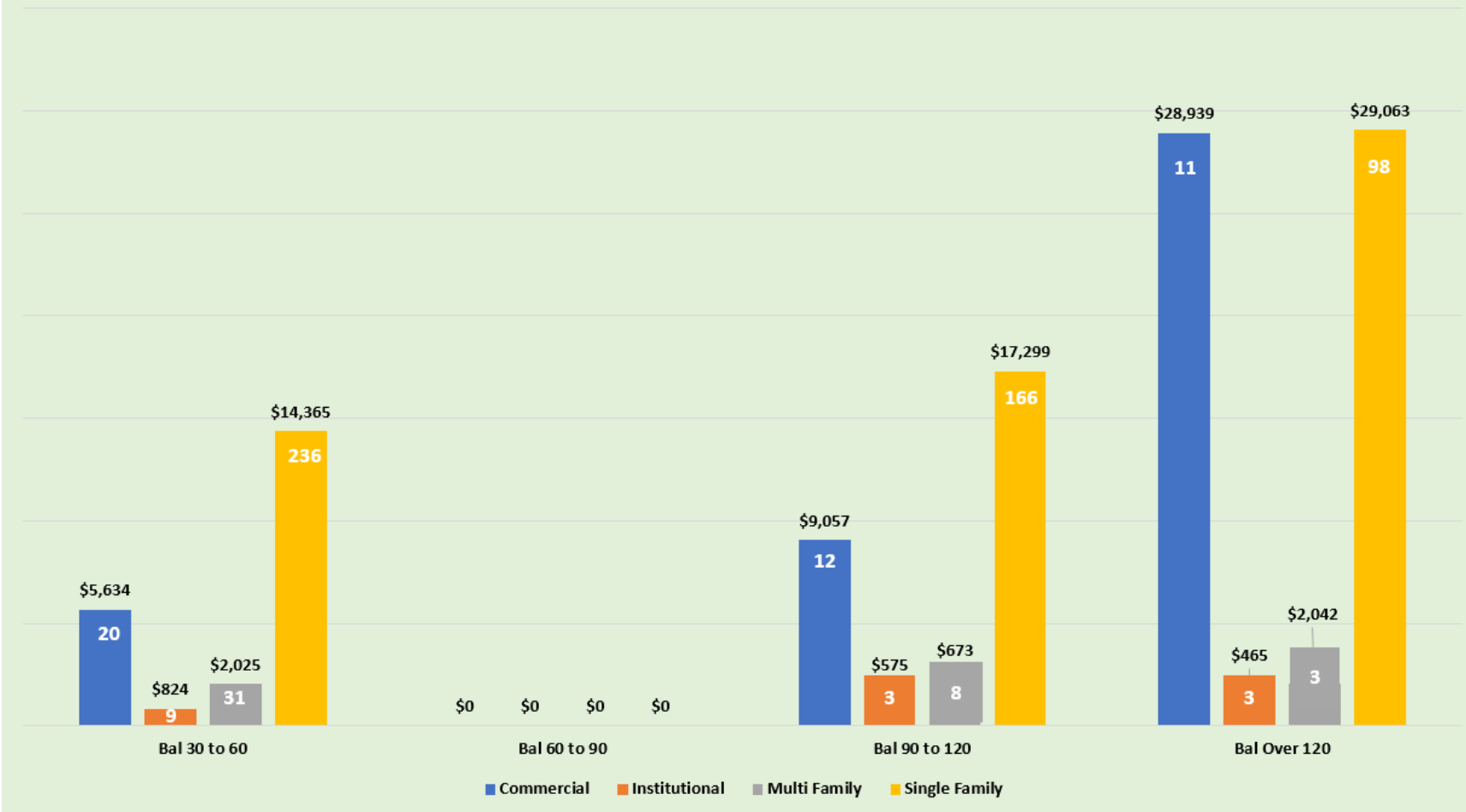
Unpaid Balances for Marina as of February 28, 2021



Unpaid Balances for the Ord Community as of February 28, 2021



Unpaid Balances by ST Category (Marina) as of February 28, 2021



Unpaid Balances by ST Category (Ord) as of February 28, 2021

