



# MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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

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## DIRECTORS

JAN SHRINER  
President

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, June 21, 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 June 21, 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](mailto:priso@mcwd.org) by 9:00 am on Monday, June 21, 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/84391790406?pwd=c2s4eFJZbFZTcEFzYzUzbiRjRzBRUT09>

Passcode: 285923

To participate via phone: 1-669-900-9128; Meeting ID: 843 9179 0406 Passcode: 285923

***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, June 16, 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) California-American Water Company, Real Party in Interest vs Marina Coast Water District, Court of Appeal, Sixth Appellate District Case No. (to be assigned; Cal-Am filed Notice of Appeal on May 25, 2021) (CalAm's appeal of decision by Trial Court in MCWD's favor in MCWD's 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) California-American Water Company and Monterey County Water Resources Agency vs Marina Coast Water District, Court of Appeal, First Appellate District Case No. A160662 (CalAm's appeal from Trial Court's granting of summary adjudication of CalAm's tort causes of action in favor of MCWD)

##### B. Pursuant to Government Code 54957

Public Employee Performance Evaluation

Title: General Manager

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

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

#### 6. Pledge of Allegiance

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

## 8. Presentation

- A. [Adopt Resolution No. 2021-32 Congratulating and Recognizing Michael Wegley on his Retirement as the District Engineer with 6 Years of Service to Marina Coast Water District](#)  
(Page 1)

## 9. [Consent Calendar](#)

- A. [Receive and File the Check Register for the Month of May 2021](#)  
(Page 6)
- B. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 10, 2021](#)  
(Page 14)
- C. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 17, 2021](#)  
(Page 20)
- D. [Adopt Resolution No. 2021-33 to Authorize a Notice of Completion for the Human Machine Interface Project to be Filed with the Monterey County Recorder](#)  
(Page 30)
- E. [Adopt Resolution No. 2021-34 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Shea Homes Limited Partnership for the Enclave at Cypress Grove Seaside Resort Project](#)  
(Page 36)

## 10. Public Hearing

- A. Conduct a Public Hearing to Receive Public Comment on the Draft 2020 Urban Water Management Plan

## 11. **Action Items** *The Board will review and discuss agenda items and take action or direct staff to each item to the Board at the following meeting. The public may address the Board on these items as*

- A. [Adopt Resolution No. 2021-35 to Adopt the District's 2020 Urban Water Management Plan](#)  
(Page 94)
- B. [Adopt Resolution No. 2021-36 to Accept the District's Five-Year Capital Improvement Projects Plan](#)  
(Page 98)
- C. [Adopt Resolution No. 2021-37 to Approve the Marina Coast Water District Budget for FY 2021-2022](#)  
(Page 107)

D. [Adopt Resolution No. 2021-38 to Approve a Revision to the Board Procedures Manual - Section 36 – Board Member Compensation](#)  
(Page 110)

E. [Provide Direction Regarding Election to the Coastal Network, Seat A, of the California Special Districts Association Board](#)  
(Page 115)

## 12. Staff Report

A. [Receive an Update on the Fiscal Impacts to the District due to Covid-19](#)  
(Page 121)

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

A. General Manager's Report

B. Counsel's Report

C. Committee and Board Liaison Reports

- |                                   |                                    |
|-----------------------------------|------------------------------------|
| 1. Water Conservation Commission  | 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 |

## 14. Correspondence

## 15. Board Member Requests for Future Agenda Items

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

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

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

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 10-A

Meeting Date: June 21, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2021-32 Congratulating and Recognizing Michael Wegley on his Retirement as the District Engineer with 6 Years of Service to the Marina Coast Water District

Staff Recommendation: The Board of Directors adopt Resolution No. 2021-32 to congratulate and recognize Michael Wegley on his retirement as the District Engineer with six years of service to the Marina Coast Water District.

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

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

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

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

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

Michael was an extremely valuable team leader that continuously produces high quality of work. It is with great pleasure that the District recognize Michael Wegley's six years of service to the Marina Coast Water District and wishes him well in his retirement and future endeavors.

Environmental Review Compliance: None required.

Financial Impact:  Yes  No  
centers – Hospitality and awards.

Funding Source/Recap: All four cost

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2021-32.

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

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Board Action

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

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

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

June 21, 2021

Resolution No. 2021-32  
Resolution of the Board of Directors  
Marina Coast Water District

Congratulating and Recognizing Michael Wegley on his Retirement as the District Engineer with  
6 Years of Service to the Marina Coast Water District

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 21, 2021, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby congratulate and recognize Michael Wegley on his retirement as the District Engineer with six years of service to the Marina Coast Water District and wishes him well in his retirement and future endeavors.

PASSED AND ADOPTED on June 21, 2021, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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

ATTEST:

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

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-32 adopted June 21, 2021.

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



Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9

Meeting Date: June 21, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Consent Calendar

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

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of May 2021
- B) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 10, 2021
- C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 17, 2021
- D) Adopt Resolution No. 2021-33 to Authorize a Notice of Completion for the Human Machine Interface Project to be Filed with the Monterey County Recorder
- E) Adopt Resolution No. 2021-34 to Approve a Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Shea Homes Limited Partnership for the Enclave at Cypress Grove Seaside Resort Project

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

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

Material Included for Information/Consideration: Check Register for May 2021; draft minutes of May 10, 2021; draft minutes of May 17, 2021; Resolution No. 2021-33; Notice of Completion; Resolution No. 2021-34; and, Infrastructure Agreement for the Enclave Development Project.

Action Required: \_\_\_\_\_Resolution      X   Motion    \_\_\_\_\_Review  
(Roll call vote is required.)

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Board Action

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

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

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

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-A

Meeting Date: June 21, 2021

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

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

Staff Recommendation: The Board of Directors receive and file the May 2021 expenditures totaling \$4,159,719.73.

Background: *Strategic Plan, Objective No. 3 – Our objective is to manage public funds to assure financial stability, prudent rate management and demonstrate responsible stewardship. Our fiscal strategy is to forecast, control and optimize income and expenditures in an open and transparent manner. We will efficiently use our financial resources to assure availability to fund current and future demands.*

Discussion/Analysis: These expenditures were paid in May 2021 and the Board is requested to receive and file the check register.

Environmental Review Compliance: None required.

Financial Impact: \_\_\_\_Yes \_\_\_X\_\_\_No Funding Source/Recap: Expenditures are allocated across the six cost centers; 01-Marina Water, 02-Marina Sewer, 03- Ord Water, 04- Ord Sewer, 05-Recycled Water, 06-Regional Water.

Other Consideration: None.

Material Included for Information/Consideration: May 2021 Summary Check Register.

Action Required: \_\_\_\_Resolution \_\_\_X\_\_\_Motion \_\_\_\_Review  
(Roll call vote is required.)

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Board Action

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

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

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

## MAY 2021 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
05/06/2021	Wire	Friedman & Springwater LLP	33,727.50
05/06/2021	70516-70564	Check Register	736,020.25
05/13/2021	70565-70570	Check Register	54,721.25
05/17/2021	70571	Check Register	72.92
05/19/2021	70572-70624	Check Register	342,394.19
05/20/2021	Wire	MUFG Union Bank, N.A.	2,303,319.24
05/27/2021	70625-70660	Check Register	184,855.29
05/07/2021	501103-501110	Check Register	84,127.01
05/14/2021	ACH	CalPERS	26,907.64
05/14/2021	ACH	Internal Revenue Service	48,980.23
05/14/2021	ACH	MassMutual Retirement Services, LLC	13,921.11
05/14/2021	ACH	State of California - EDD	10,880.33
05/14/2021	501111-501113	Payroll Checks and Direct Deposit	112,741.90
05/14/2021	501114-501115	Check Register	1,741.70
05/19/2021	501116-501123	Check Register	950.90
05/28/2021	ACH	CalPERS	26,670.15
05/28/2021	ACH	Internal Revenue Service	46,035.93
05/28/2021	ACH	MassMutual Retirement Services, LLC	12,478.33
05/28/2021	ACH	State of California - EDD	10,185.94
05/28/2021	501124-501126	Payroll Checks and Direct Deposit	108,112.22
05/28/2021	501127	Check Register	875.70
<b>TOTAL DISBURSEMENTS</b>			<b><u>4,159,719.73</u></b>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
Wire	04/05/2021	05/06/2021	Friedman & Springwater LLP	Legal Fees - MCWD v CPUC, RPD Superior Court Damages Cases, CEMEX Litigation 03/2021	33,727.50
70516	04/21/2021	05/06/2021	Quinn Company	Generator Service - Well 30 and O&M Yard	1,509.74
70517	04/21/2021	05/06/2021	Becks Shoe Store, Inc. - Salinas	Boot Benefit - (3) O&M Employees	571.45
70518	03/31/2021	05/06/2021	City of Marina	Franchise Tax Fee 01/2021 - 03/2021	37,182.56
70519	04/09/2021	05/06/2021	Denise Duffy & Associates, Inc.	Water Distribution Laterals Construction Compliance - CSUMB, Imjin/Bayonet, RUWAP	22,396.00
70520	02/28/2021	05/06/2021	Schaaf & Wheeler	Bid Phase Support/ Prepare Plans and Specs - Ord Village LS FM Improvements, Developers (Dunes 2 East, Quick Quack Car Wash, Wathen-Castanos Homes), General Services	26,096.30
70521	04/29/2021	05/06/2021	Owen Equipment	2021 Freightliner 108SD Vactor Ramjet/ Jetter Truck #2101	298,391.21
70522	03/31/2021	05/06/2021	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
70523	04/23/2021	05/06/2021	Monterey Bay Analytical Services	Laboratory Testing	3,110.00
70524	04/18/2021	05/06/2021	Verizon Wireless	Cell Phone Service 04/2021	1,417.12
70525	04/13/2021	05/06/2021	Cypress Coast Ford	Door Latch, Fuel Rail Pressure Fault - Meter Reader Truck #1239	1,048.97
70526	04/13/2021	05/06/2021	Shape Incorporated	Flygt Pump - Carmel LS	6,511.30
70527	04/19/2021	05/06/2021	Monterey County Elections Department	Election Services 11/2020	68,558.17
70528	04/23/2021	05/06/2021	NEC Financial Services, Inc.	Phone Equipment Lease 04/2021	335.76
70529	04/28/2021	05/06/2021	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	111.97
70530	04/21/2021	05/06/2021	Integrity Print & Design LLC	(500) Business Cards - General Manager	44.79
70531	03/30/2021	05/06/2021	Calcon Systems, Inc.	Bioxide Conduit Install - EG LS, Flow Meter Installation and Integration - (8) Well Locations, Updates to SCADA and TOU Logic	23,836.14
70532	04/15/2021	05/06/2021	Cook's Photography	Photography Sitting Fee - New Board Member/ General Manager	300.44
70533	04/07/2021	05/06/2021	Sturdy Oil Company	(350) gals Clear Diesel - Convault Tank/ O&M Yard, (194) gals Dyed Diesel Pump Out - Booker LS	966.94
70534	03/31/2021	05/06/2021	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
70535	03/31/2021	05/06/2021	Griswold Industries	Guide Disc, Retainer Disc - Booster Pump #2	1,974.37
70536	04/20/2021	05/06/2021	Green Rubber-Kennedy AG, LP	SS Fittings and Tubing, Waterworks Supplies	1,836.82
70537	04/20/2021	05/06/2021	Conservation Rebate Program	182 Lillian Pl - Washer Rebate	100.00
70538	04/09/2021	05/06/2021	Richards, Watson & Gershon	Legal Fees - Opp to Cal AM Asserted Water Rights to CEMEX Prop, Regional Project Litigation 03/2021	22,314.04
70539	04/15/2021	05/06/2021	Edges Electrical Group, LLC	General Supplies	215.89
70540	04/23/2021	05/06/2021	U.S. Bank National Association	IOP Office Copier Lease 05/2021	287.34
70541	04/13/2021	05/06/2021	Remy Moose Manley, LLP	Legal Fees - Desalination Plan/ MPWSP, CPUC, H2O 03/2021	45,370.00
70542	05/03/2021	05/06/2021	Monterey Bay Technologies, Inc.	IT Support Services 05/2021, StorageCraft Cloud Backup for Disaster Recovery - Finance/ Laserfiche Servers	4,201.00
70543	04/28/2021	05/06/2021	ICONIX Waterworks (US), Inc.	(2) 6" Hymax 2 Flip Couplings - 4th Avenue Leak Repair, (3) 10" CLOW Valves, General Supplies	6,906.56
70544	04/23/2021	05/06/2021	Eurofins Eaton Analytical, LLC	Laboratory Testing	625.00
70545	04/22/2021	05/06/2021	Access Monterey Peninsula, Inc.	Filming and Production 04/2021	460.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70546	03/31/2021	05/06/2021	Evoqua Water Technologies, LLC	Chemical Pump Maintenance - EG LS	1,535.44
70547	04/05/2021	05/06/2021	Annuvia	(5) Replacement AED Battery Packs	944.41
70548	04/14/2021	05/06/2021	Aleshire & Wynder, LLP	Legal Fees - Opinion for Bay View Community vs. MCWD 01/2021 - 02/2021	124,381.17
70549	04/30/2021	05/06/2021	Peninsula Messenger LLC	Courier Service 05/2021	168.00
70550	04/12/2021	05/06/2021	Western Exterminator Company	Pest Control - Beach Office 04/2021	97.91
70551	04/28/2021	05/06/2021	AT&T	Phone and Alarm Line Services 04/2021	226.13
70552	05/01/2021	05/06/2021	Pure Janitorial, LLC	Janitorial Service - Beach, Ord, IOP, BLM Offices 04/2021	7,350.00
70553	04/19/2021	05/06/2021	Akel Engineering Group, Inc.	Capacity Fee Study	4,326.00
70554	03/25/2021	05/06/2021	R&B Company	Meter Box Lid - Intertie 1	477.17
70555	04/15/2021	05/06/2021	Conservation Rebate Program	18834 Sedgwick Ln - Washer Rebate	100.00
70556	04/15/2021	05/06/2021	Conservation Rebate Program	171 Linde Cir - Washer Rebate	150.00
70557	04/15/2021	05/06/2021	Conservation Rebate Program	3274 Cove Way - Toilet Rebate	50.00
70558	04/21/2021	05/06/2021	Conservation Rebate Program	4110 Peninsula Point Dr - Washer Rebate	100.00
70559	04/20/2021	05/06/2021	Conservation Rebate Program	5100 Coe Ave #101 - Washer Rebate	150.00
70560	04/22/2021	05/06/2021	Conservation Rebate Program	3200 Vista Del Camino - Toilet Rebate	50.00
70561	04/29/2021	05/06/2021	Conservation Rebate Program	3096 Redwood Cir - Hot Water Recirculation Pump Rebate	199.00
70562	04/29/2021	05/06/2021	Conservation Rebate Program	5100 Coe Ave #112 - Washer Rebate	100.00
70563	03/31/2021	05/06/2021	City of Seaside	City Utility Tax 01/2021 - 03/2021	14,846.23
70564	04/22/2021	05/06/2021	Bartle Wells Associates	Capacity Fee Study	4,005.00
70565	04/30/2021	05/13/2021	Ace Hardware of Watsonville, Inc.	General Supplies	607.95
70566	04/24/2021	05/13/2021	Voyager Fleet Systems, Inc.	Fleet Gasoline	4,700.55
70567	05/07/2021	05/13/2021	Eurofins Eaton Analytical, LLC	Laboratory Testing	1,300.00
70568	04/06/2021	05/13/2021	Griffith, Masuda & Hobbs	Legal Fees - Capacity Fees, GSA (City of Marina vs CEMEX, Local Coastal Development Permit, MCWRA Permit 11043, Groundwater, PWM Expansion), Developers (CSUMB, Dunes 2 East, Hampton Inn, Marina Station, Wathen-Castanos Homes), General Matters 03/2021	46,338.00
70569	04/30/2021	05/13/2021	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 04/2021	372.75
70570	04/20/2021	05/13/2021	Monterey Bay Air Resources District	Modification Permit - Booker LS Generator	1,402.00
70571	05/12/2021	05/17/2021	Employee Reimbursement	Paint Samples - Beach Office	72.92
70572	04/30/2021	05/19/2021	Insight Planners	2020 CCR - Layout and Production, Web Development/ Maintenance and Hosting 04/2021	3,289.00
70573	05/07/2021	05/19/2021	PG&E	Gas and Electric Service 04/2021	80,949.26
70574	04/28/2021	05/19/2021	Home Depot Credit Services	Tool Chest/ Cabinet Set - Water Service Tools, General Supplies	3,079.16
70575	04/29/2021	05/19/2021	Grainger	(2) Spill Pallets - Shop	493.56
70576	05/04/2021	05/19/2021	Area Communications	Answering Service 04/07 - 05/04	189.74

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70577	03/31/2021	05/19/2021	Schaaf & Wheeler	Bid Phase Support, Pre-Construction Meeting, Review Submittals - Ord Village LS; Design Phase - A1/A2 Tanks B/C; Prepared Draft Projection Tables/ Distributed for Review - 2020 UWMP; Developers (Dunes 2 East, Quick Quack Car Wash), General Services	26,825.40
70578	04/30/2021	05/19/2021	Monterey Regional Waste Management District	Old Chlorine Tank Disposal - O&M Yard	23.40
70579	05/05/2021	05/19/2021	MBS Business Systems	Copier Maintenance (2 units) 02/06 - 08/11	699.74
70580	04/27/2021	05/19/2021	3T Equipment Company, Inc.	General Supplies	148.10
70581	04/30/2021	05/19/2021	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
70582	04/27/2021	05/19/2021	Monterey Bay Analytical Services	Laboratory Testing	300.00
70583	04/27/2021	05/19/2021	Johnson Associates	General Supplies	687.06
70584	05/05/2021	05/19/2021	Staples Credit Plan	Office Supplies	900.53
70585	04/13/2021	05/19/2021	Harris & Associates	Inspection Services - Imjin Pkwy Pipeline Project and RUWAP Distribution Project, Developers (Dunes 2 East, Hampton Inn, Lower Stilwell, Wathen-Castanos Homes), General Services	99,351.59
70586	05/01/2021	05/19/2021	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 05/2021	3,978.72
70587	04/30/2021	05/19/2021	DataProse, LLC	Customer Billing Statements 04/2021	4,544.78
70588	03/31/2021	05/19/2021	The Paul Davis Partnership, LLP	Conceptual Design Phase - IOP	1,695.00
70589	05/03/2021	05/19/2021	AM Conservation Group, Inc.	Hand-Held Showerheads 1.5 GPM	1,635.84
70590	04/21/2021	05/19/2021	Univar Solutions USA, Inc.	(1,695) gals Chlorine - Intermediate Reservoir, Wells 10 and 11	3,632.76
70591	05/11/2021	05/19/2021	Daiohs USA	Coffee Supplies	539.06
70592	04/28/2021	05/19/2021	Bay Area Barricade Service, Inc.	Traffic Equipment	2,445.32
70593	04/30/2021	05/19/2021	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
70594	04/22/2021	05/19/2021	Green Rubber-Kennedy AG, LP	SS Fittings and Ball Valves	641.42
70595	04/17/2021	05/19/2021	Graniterock Company	(5.49) tons Aggregate Base, (8.01) tons Utility Trench Sand	748.94
70596	04/27/2021	05/19/2021	Las Animas Concrete, LLC	(8) Large Concrete Blocks - O&M Yard	218.50
70597	05/18/2021	05/19/2021	Employee Reimbursement	Lunch - Water Portfolio Meeting (Coffee Mia)	60.00
70598	04/19/2021	05/19/2021	Edges Electrical Group, LLC	General Supplies	147.12
70599	05/13/2021	05/19/2021	Access Monterey Peninsula, Inc.	Filming and Production 05/2021	460.00
70600	04/26/2021	05/19/2021	Lou's Gloves, Inc.	Nitrile Gloves	1,344.00
70601	05/06/2021	05/19/2021	TIAA Commercial Finance, Inc.	(3) Office Copiers, eCopy ScanStation Leases 05/2021	1,163.67
70602	04/30/2021	05/19/2021	Iron Mountain, Inc.	Shredding Service 04/2021	422.32
70603	05/01/2021	05/19/2021	Simpler Systems, Inc.	UB Datapp Maintenance 05/2021	500.00
70604	04/30/2021	05/19/2021	Johnson Electronics	BLM Fire Alarm Monitoring 04/2021 - 06/2021	84.00
70605	04/13/2021	05/19/2021	EKI Environment & Water, Inc.	Groundwater Planning Sustainability Study, Monterey Subbasin Groundwater Sustainability Plan Prop 68, Seawater Intrusion Working Group and Associated Analyses	61,703.20
70606	05/04/2021	05/19/2021	R&B Company	(144) 3/4" 3G-DS Registers	23,991.30
70607	05/01/2021	05/19/2021	Verizon Connect NWF, Inc.	GPS Service - (2) Meter Reader Trucks 04/2021	38.00

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70608	04/26/2021	05/19/2021	Psomas	Construction Management/ Inspections - Ord Village LS FM Improvements	6,710.00
70609	05/01/2021	05/19/2021	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 05/2021	777.38
70610	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 3189 Tallmon St	25.21
70611	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 3148 Lake Dr	5.28
70612	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 3189 Tallmon St	20.72
70613	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 483 Larson Ct	16.63
70614	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 589 Bluffs Dr	11.91
70615	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - Hydrant Meter	1,968.62
70616	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 3215 Susan Ave	70.93
70617	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 3015 Liberty Ct	10.73
70618	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 206 9th St	35.00
70619	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - Hydrant Meter	2,086.00
70620	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 3093 Stewart Ct	16.75
70621	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - Hydrant Meter	589.36
70622	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 2721 Sea Glass Ave	55.96
70623	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - Hydrant Meter	1,782.46
70624	05/17/2021	05/19/2021	Customer Service Refund	Refund Check - 3123 Messinger Dr	49.36
Wire	04/29/2021	05/20/2021	MUFG Union Bank, N.A.	2015 Series A Bond and 2019 Series Bond Payments	2,303,319.24
70625	05/04/2021	05/27/2021	Conservation Rebate Program	3352 Abdy Way - Washer Rebate	150.00
70626	05/07/2021	05/27/2021	Hopkins Technical Products, Inc.	(2) RC-10X-V50 Pulsation Dampeners - F Booster	739.36
70627	05/07/2021	05/27/2021	Pitney Bowes Purchase Power	Postage Meter Refill	1,026.99
70628	04/30/2021	05/27/2021	The Californian	Invitation to Bidders - Intermediate Reservoir Recoating Project and Intermediate Reservoir Valve Replacement Project	1,088.68
70629	04/30/2021	05/27/2021	Monterey Newspapers Partnership	Invitation to Bidders - Intermediate Reservoir Recoating Project and Intermediate Reservoir Valve Replacement Project	1,190.81
70630	05/18/2021	05/27/2021	Monterey Bay Analytical Services	Laboratory Testing	900.00
70631	05/18/2021	05/27/2021	Verizon Wireless	Cell Phone Service 05/2021	1,938.65
70632	05/10/2021	05/27/2021	Harris & Associates	Inspection Services - Imjin Pkwy Pipeline Project and RUWAP Distribution Project, Developers (Hampton Inn, Lower Stilwell, Wathen-Castanos Homes, CSUMB Student Union)	63,538.88
70633	05/14/2021	05/27/2021	Federal Express	Shipping Charges	114.45
70634	05/12/2021	05/27/2021	Shape Incorporated	Pump #1 Rebuild - Dunes LS	9,581.19
70635	05/06/2021	05/27/2021	Conservation Rebate Program	290 Beach Rd - Toilet Rebate	50.00
70636	05/21/2021	05/27/2021	NEC Financial Services, Inc.	Phone Equipment Lease 05/2021	335.76
70637	05/07/2021	05/27/2021	Imjin Office Park Owners Association	Association Fees - IOP/ BLM Offices	27,500.00
70638	04/30/2021	05/27/2021	Star Sanitation LLC	Mobile Restroom Rental - Beach Office	71.01
70639	05/10/2021	05/27/2021	East Bay Tire Co.	Tire Remount - Backhoe/ Vehicle #0702	213.00
70640	05/07/2021	05/27/2021	Green Rubber-Kennedy AG, LP	General Supplies	1,319.50

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
70641	05/06/2021	05/27/2021	U.S. Bank Corporate Payment Systems	Employment Advertisements (Engineering Tech, Customer Service/ Billing Tech I, District Engineer), Cross-Connection Control Specialist Training, SHRM Professional Membership, SCADA Internet Service, Cloud Hosted Server - CityWorks/ ESRI, SCADA Mobile/ Laptop Hotspot, Zoom Pro/ Webinar Service, General Supplies	7,648.45
70642	05/11/2021	05/27/2021	Marina Tire & Auto Repair	(4) Tires - Vehicle #1304, Oil Change and (2) Tires - Vehicle #1702	1,227.92
70643	05/07/2021	05/27/2021	Raftelis Financial Consultants, Inc.	Recycled Water Rate Study 04/2021	1,841.25
70644	05/04/2021	05/27/2021	Monterey Bay Technologies, Inc.	(2) Microsoft Office 365 Licenses	293.36
70645	05/19/2021	05/27/2021	ICONIX Waterworks (US), Inc.	10" Cla-Val Flex Check Valve - BC Booster, Meter Repair Parts - 3095 Imjin Rd, General Supplies	6,496.23
70646	05/05/2021	05/27/2021	Eurofins Eaton Analytical, LLC	Laboratory Testing	800.00
70647	05/20/2021	05/27/2021	Access Monterey Peninsula, Inc.	Filming and Production 05/2021	460.00
70648	05/05/2021	05/27/2021	Johnson Electronics	Fire Alarm Maintenance - BLM	110.00
70649	05/07/2021	05/27/2021	Conservation Rebate Program	142 Dolphin Cir - Toilet Rebate	75.00
70650	05/11/2021	05/27/2021	Akel Engineering Group, Inc.	Capacity Fee Study	2,345.00
70651	05/05/2021	05/27/2021	Community Printers, Inc.	(15,200) 2020 Consumer Confidence Report - Split/ Shipped	3,872.64
70652	05/13/2021	05/27/2021	R&B Company	MM 8x20 SS Octave Meter - Joe Lloyd Way Complex, 4" MM Octave Meter - CSUMB Swim Center, 3" MM Octave AWWA CF Meter - 261 Beach Rd, (10) 1 1/2" 3G-DS Registers, (20) 2" 3G-DS Registers, General Supplies	14,634.52
70653	05/04/2021	05/27/2021	Conservation Rebate Program	3047 Vaughan Ave - (2) Toilet Rebates	150.00
70654	05/04/2021	05/27/2021	Spiess Construction Co., Inc.	Bracing Installation - Blackhorse Inlet Isolation Project	3,635.00
70655	05/06/2021	05/27/2021	Conservation Rebate Program	483 Larson Ct - (2) Toilet Rebates	150.00
70656	05/18/2021	05/27/2021	Conservation Rebate Program	218 Cosky - (2) Toilet Rebates	150.00
70657	05/21/2021	05/27/2021	Employee Reimbursement	Engineering Lunch Meeting (Bayonet & Blackhorse Golf Club)	107.29
70658	05/20/2021	05/27/2021	Conservation Rebate Program	5045 Peninsula Pt Dr - Washer Rebate	150.00
70659	05/05/2021	05/27/2021	SBRK Finance Holdings, Inc.	Annual Maintenance 07/2021 - 06/2022	30,208.00
70660	05/10/2021	05/27/2021	Trucksis Ent, Inc.	"Save Our Water" Magnetic Truck Signs	742.35
501103	05/04/2021	05/07/2021	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 06/2021	76,475.14
501104	04/28/2021	05/07/2021	CWEA - Monterey Bay Section	(2) Grade 1 Collection System Certification Renewals	182.00
501105	04/25/2021	05/07/2021	AFLAC	Employee Paid Benefits 04/2021	2,505.51
501106	04/17/2021	05/07/2021	Principal Life	Employee Paid Benefits 05/2021	332.02
501107	04/30/2021	05/07/2021	Justifacts Credential Verification, Inc.	Background Check - New Hire	118.11
501108	04/09/2021	05/07/2021	Lincoln National Life Insurance Company	Life, Short/ Long Term, AD&D Insurance 05/2021	2,756.91
501109	04/16/2021	05/07/2021	Transamerica Life Insurance Company	Employee Paid Benefits 04/2021	1,179.75
501110	04/30/2021	05/07/2021	Cintas Corporation No. 630	Uniforms, Towels, Rugs 04/2021	577.57
ACH	05/14/2021	05/14/2021	CalPERS	Payroll Ending 05/07/2021	26,907.64
ACH	05/14/2021	05/14/2021	Internal Revenue Service	Payroll Ending 05/07/2021	48,980.23
ACH	05/14/2021	05/14/2021	MassMutual Retirement Services, LLC	Payroll Ending 05/07/2021	13,921.11



Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
ACH	05/14/2021	05/14/2021	State of California - EDD	Payroll Ending 05/07/2021	10,880.33
501111- 501113	05/14/2021	05/14/2021	Payroll Checks and Direct Deposit	Payroll Ending 05/07/2021	112,741.90
501114	05/14/2021	05/14/2021	General Teamsters Union	Payroll Ending 05/07/2021	866.00
501115	05/14/2021	05/14/2021	WageWorks, Inc.	Payroll Ending 05/07/2021	875.70
501116	05/07/2021	05/19/2021	SWRCB - DWOCP	Grade II Water Distribution Certification Renewal	60.00
501117	05/19/2021	05/19/2021	Thomas P. Moore	Board Compensation 05/2021	150.00
501118	05/05/2021	05/19/2021	LegalShield	Employee Paid Benefits 05/2021	25.90
501119	05/19/2021	05/19/2021	Matthew Zefferman	Board Compensation 05/2021	150.00
501120	05/04/2021	05/19/2021	Pinnacle Medical Group, Inc.	Drug Test (DOT)	115.00
501121	05/19/2021	05/19/2021	Herbert Cortez	Board Compensation 05/2021	150.00
501122	05/19/2021	05/19/2021	Gail Morton	Board Compensation 05/2021	150.00
501123	05/19/2021	05/19/2021	Jan Shriner	Board Compensation 05/2021	150.00
ACH	05/28/2021	05/28/2021	CalPERS	Payroll Ending 05/21/2021	26,670.15
ACH	05/28/2021	05/28/2021	Internal Revenue Service	Payroll Ending 05/21/2021	46,035.93
ACH	05/28/2021	05/28/2021	MassMutual Retirement Services, LLC	Payroll Ending 05/21/2021	12,478.33
ACH	05/28/2021	05/28/2021	State of California - EDD	Payroll Ending 05/21/2021	10,185.94
501124- 501126	05/28/2021	05/28/2021	Payroll Checks and Direct Deposit	Payroll Ending 05/21/2021	108,112.22
501127	05/28/2021	05/28/2021	WageWorks, Inc.	Payroll Ending 05/21/2021	875.70

**Total Disbursements for May 2021 4,159,719.73**

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-B

Meeting Date: June 21, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 10, 2021

Staff Recommendation: The Board of Directors approve the draft minutes of the May 10, 2021 special joint Board meeting.

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

Discussion/Analysis: The draft minutes of May 10, 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 May 10, 2021.

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

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Board Action

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

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

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



# Marina Coast Water District

Special Board Meeting  
Via Zoom Teleconference  
May 10, 2021

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:31 p.m. on May 10, 2021 via Zoom teleconference in Marina, California.

2. Roll Call:

Board Members Present:

Jan Shriner – President  
Thomas P. Moore – Vice President – arrived at 6:34 p.m.  
Herbert Cortez  
Gail Morton  
Matt Zefferman

Board Members Absent:

None.

Staff Members Present:

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

Audience Members:

Doug Yount  
Andy Sterbenz  
Christina Medina Dirksen  
Tami Young  
Don Hofer

3. Pledge of Allegiance:

President Shriner led everyone present in the pledge of allegiance.

4. Public Comment on Closed Session Items:

There were no comments.

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

5. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

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

The Board ended closed session at 8:16 pm. Vice President Moore reconvened the meeting to open session at 8:17 p.m.

6. Reportable Actions Taken During Closed Session:

Vice President Moore stated that there were no reportable actions taken.

7. Oral Communications:

There were no comments made.

8. 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 stated no meeting was held.

2. Joint City District Committee:

Vice President Moore stated they were meeting on May 26th.

3. Executive Committee:

Vice President Moore stated they met, and the next meeting is scheduled for June 1st.

4. Community Outreach Committee:

Director Cortez gave a brief update.

5. Budget and Personnel Committee:

Director Cortez gave a brief update.

6. M1W Board Member:

Vice President Moore stated they met on April 26th and the next meeting is May 24th.

7. LAFCO Liaison:

Director Cortez stated there was nothing to update.

8. JPIA Liaison:

Director Morton gave a brief update.

9. Special Districts Association Liaison:

Vice President Moore said they met April 20th and the next meeting is July 20<sup>th</sup>.

10. MCWD/SVBGSA Steering Committee:

Mr. Breen stated no meeting was held.

9. Correspondence:

Vice President Moore noted there was a customer comments card lauding Mr. Lord for his assistance on a water leak.

10. Budget Workshop:

A. Receive District Five-Year Capital Improvements Plan for the Marina and Ord Community Service Areas:

Mr. Don Wilcox, Senior Engineer, introduced this item and reviewed the proposed Capital Improvements Plan. The Board asked clarifying questions.

Director Morton made a motion to receive the District Five-Year Capital Improvements Plan for the Marina and Ord Community service areas. Vice President Moore seconded the motion.

Mr. Doug Yount questioned if pipeline sections P-6 and P-7 of the Regional Urban Water Augmentation Project were scheduled to be installed during the next fiscal year. Mr. Wilcox answered that certain sections of the RUWAP pipeline were going to be installed and that P-6 and P-7 were scheduled to be installed provided there were enough funds for both.

Ms. Tami Young asked if she could ask questions on anything at this time. President Shriner answered that the time to ask questions on items not on the agenda was under Item 7, but she could ask questions on this item at this time. She added that the next Board meeting would also allow time for questions not on the agenda. Ms. Young answered she would return to the next meeting to ask her questions.

The motion to receive the District Five-Year Capital Improvements Plan for the Marina and Ord Community service areas was passed by the following vote:

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

- B. Receive a Presentation on the Proposed District FY 2021-2022 Budget, Rates, Fees and Charges for the Marina and Ord Community Service Areas and Provide Direction Regarding Preparation of the Final Budget Documents:

Ms. Kelly Cadiente, Director of Administrative Services, introduced this item and gave a presentation on the proposed District FY 2021-2022 budget. District management staff provided background budget information for their departments. The Board asked clarifying questions and suggested adding the 1” fire protection fee to the comparison chart and adding a footnote explaining the difference in costs.

Vice President Moore made a motion to receive the District Five-Year Capital Improvements Plan for the Marina and Ord Community service areas. Director Morton seconded the motion. President Shriner stated that they would receive public comment before taking roll call.

Noting it was nearly 10:00 p.m., Director Morton made a motion to continue past 10:00 p.m. to allow for public comment. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

Agenda Item 10-B (continued):

Ms. Young asked several questions including: 1) who writes the vehicle policy; 2) doesn't the developer pay the fees so customers don't have to; 3) who represents the Ord Community; 4) who lives in the Ord Community; 5) the methodology used in the rate study is skewed and has an amendment in it regarding the inequity and inequality of having two water rates in one city; 6) why isn't Ord Community getting a break from Central Marina for the combined pipelines; 7) acronyms, what do they mean; 8) and, changing the login code of the meeting every time makes it difficult for people to find the meeting.

Ms. Christina Medina Dirksen commented that the legal fees were exorbitant and asked for some explanation as to why they are so high. She also stated that Ms. Young's questions should be more properly addressed in open session for transparency.

Ms. Cadiente answered Ms. Young's questions: 1) the Board approved the vehicle replacement policy by Resolution in 2008; 2) developer fees are charged based on the projects; 3) all five Board members represent both the Ord Community and Central Marina; 4) one candidate from the last election did live in the Ord Community; 5) the reasons for the higher rates in the Ord Community is that there are more lift stations and pipelines to maintain in the Ord Community compared to Central Marina. It is also memorialized by Ordinance and Resolution to keep the cost centers separate for the two areas; 6) each area pays for the cost to provide service to that particular area and unfortunately, it costs more to provide service to the Ord service area; and, 7) if the Board requests it, a glossary of acronyms can be placed in the budget, but the acronyms Ms. Young is referring to will be spelled out in the Consumer Confidence Report that is currently being mailed to all customers.

In response to Ms. Medina Dirksen's comment regarding legal fees, President Shriner answered that the District agenda lists many of the lawsuits that are ongoing, and the agendas can be accessed on the District website [www.mcwd.org](http://www.mcwd.org).

The motion by Vice President Moore to receive the District Five-Year Capital Improvements Plan for the Marina and Ord Community service areas was passed by the following vote:

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

13. Adjournment:

The meeting was adjourned at 10:19 p.m.

APPROVED:

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Jan Shriner, President

ATTEST:

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Paula Riso, Deputy Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-C

Meeting Date: June 21, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

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

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

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

Discussion/Analysis: The draft minutes of May 17, 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 May 17, 2021.

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

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Board Action

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

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

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





# Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting  
Via Zoom Teleconference  
May 17, 2021

## Draft Minutes

### 1. Call to Order:

President Shriner called the meeting to order at 6:30 p.m. on May 17, 2021 via Zoom teleconference in Marina, California, with a land acknowledgement. “As Marina Coast Water District celebrates its 60<sup>th</sup> year providing publicly owned water service to its customers in Marina and the Ord Community, we acknowledge that our service area is located on the traditional lands of the Esselen people. They are known today as the Ohlone/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:

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

#### Audience Members:

Andrew Sterbenz, Schaaf & Wheeler  
Stephenie Verduzco  
Sarah Babcock

Susan Kiefert  
Paul Scuito, Monterey One Water  
Mike McCullough, Monterey One Water

3. Public Comment on Closed Session Items:

There were no comments.

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

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

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

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

Conference with Legal Counsel – Initiation of Litigation

One potential case

Agenda Item 4 (Continued):

- C. Pursuant to Government Code 54957  
Public Employee Performance Evaluation  
Title: General Manager

The Board ended closed session at 7:03 p.m. President Shriner reconvened the meeting to open session at 7:04 p.m.

5. Reportable Actions Taken During Closed Session:

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

6. Pledge of Allegiance:

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

7. Oral Communications:

There were no comments made.

8. Presentations:

- A. Adopt Resolution No. 2021-25 Congratulating and Recognizing Susan Kiefert on her Retirement as the Customer Service/Billing Representative II with 37 Years of Service to Marina Coast Water District:

Vice President Moore made a motion to adopt Resolution No. 2021-25 congratulating and recognizing Susan Kiefert on her retirement as the Customer Service/Billing Representative II with 37 years of service to Marina Coast Water District. Director Cortez seconded the motion. Ms. Kiefert thanked the District and stated that she was ready to become a full-time retiree and grandma. Vice President Moore thanked Ms. Kiefert for her years of service to the District. Ms. Sarah Babcock congratulated Ms. Kiefert on her retirement and wished her all the best. The motion was passed by the following vote:

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

- B. Receive a Presentation from Monterey One Water on Their Proposed Prop. 218 Rate Increase:

Mr. Paul Scuito, Monterey One Water General Manager, gave a presentation on their proposed rate increase his agency is proposing. He explained the reason for the increase was needed to fund all the Agency costs. The Board asked clarifying questions.

Agenda Item 8-B (Continued):

Director Morton made a motion to receive the presentation from Monterey One Water on their proposed Prop. 218 rate increase. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

C. Receive a Presentation on the Draft 2020 Urban Water Management Plan:

Mr. Andrew Sterbenz, Schaaf & Wheeler, introduced this item and gave a brief presentation on the draft 2020 Urban Water Management Plan. The Board asked clarifying questions.

Director Morton made a motion to receive the presentation on the draft 2020 Urban Water Management Plan. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

9. Consent Calendar:

Director Zefferman requested to pull Item 9-C from the Consent Calendar. Director Cortez requested to pull Item 9-E from the Consent Calendar.

Vice President Moore made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of April 2021; B) Receive the Quarterly Financial Statements for January 1, 2021 to March 31, 2020; D) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 3, 2021; and F) Adopt Resolution No. 2021-27 to Approve Amendment No. 1 to the Professional Services Agreement with Psomas for Construction Management of the Seaside Senior Living Sanitary Sewer Force Main By-Pass Project. Director Morton seconded the motion. The motion was passed by the following vote:

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

C. Consider Approving the Draft Minutes of the Regular Joint Board/GSA Meeting of April 19, 2021:

Director Zefferman noted that he pulled the item to vote on it separately.

Agenda Item 9-C (Continued):

Director Zefferman made a motion to approve the draft minutes of the Regular Joint Board/GSA Meeting of April 19, 2021. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

E. Adopt Resolution No. 2021-26 Proclaiming the Week of May 16-22, 2021 National Public Works Week:

Director Cortez acknowledged staff's hard work behind the scenes to support the community, especially during the last year. He thanked them for their hard work and wanted to make sure they knew the Board appreciated them.

Vice President Moore made a motion to adopt Resolution No. 2021-26 proclaiming the week of May 16-22, 2021 National Public Works Week. 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			

10. Action Items:

A. Adopt Resolution No. 2021-28 to Award a Construction Contract to Process Measurement Group dba Toledo Industrial Coatings for the Intermediate Reservoir Recoating Project – CIP #GW-0311 in the Amount of \$159,500 with a 10% Contingency; and, Authorize the General Manager to Execute the Necessary Documents:

Mr. Don Wilcox, Senior Engineer/Interim District Engineer, introduced this item.

Vice President Moore made a motion to adopt Resolution No. 2021-28 to award a Construction Contract to process Measurement Group dba Toledo Industrial Coatings for the Intermediate Reservoir Recoating Project – CIP #GW-0311 in the amount of \$159,500 with a 10% contingency; and, authorize the General Manager to execute the necessary documents. 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			

- B. Adopt Resolution No. 2021-29 to Award a Construction Contract to Anderson Pacific Engineering Construction, Inc. for the Intermediate Reservoir Valve Replacement Project – CIP #GW-0312:

Mr. Wilcox introduced this item.

Vice President Moore made a motion to adopt Resolution No. 2021-29 to Award a Construction Contract to Anderson Pacific Engineering Construction, Inc. for the Intermediate Reservoir Valve Replacement Project – CIP #GW-0312. 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			

- C. Adopt Resolution No. 2021-30 Approving an Amendment to the On-Call Engineering Services Agreement with Harris & Associates for Ongoing Construction Support Services at the Dunes on Monterey Bay Phase 2 East Development Project:

Ms. Elise Ramirez, Associate Engineer, introduced this item. The Board asked clarifying questions regarding inspections.

Vice President Moore made a motion to approve an Amendment to the On-Call Engineering Services Agreement with Harris & Associates for ongoing construction support services at the Dunes on Monterey Bay Phase 2 East Development Project with the proviso that the contract terms be reviewed to ensure that Harris & Associates is accountable for compliance with the wording in all the District Ordinances and requirements. 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			

- D. Adopt Resolution No. 2021-31 to Authorize the General Manager to Enter into a Facility Lease Agreement with the University of Miami for the Temporary Installation of Oceanographic and Meteorological Research Instrumentation on MCWD Property:

Director Zefferman stated he would recuse himself from this agenda item as he felt there was a perceived conflict since he works for the Naval Postgraduate School. Director Zefferman logged out of the Zoom meeting. Vice President Moore asked District Counsel if he needed to recuse himself from this agenda item although he is employed by the Naval War College and not the Naval Postgraduate School. Mr. Masuda answered that Vice President Moore did not need to recuse himself from this agenda item.

Mr. Andrew Racz, Associate Engineer, introduced this item explaining that the District's Reservation Road property was an ideal research site for this project.

Agenda Item 10-D (Continued):

Director Morton made a motion to adopt Resolution No. 2021-31 to authorize the General Manager to enter into a Facility Lease Agreement with the University of Miami for the temporary installation of oceanographic and meteorological research instrumentation on MCWD property. Vice President Moore seconded the motion. The motion was passed by the following vote:

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

Vice President Moore suggested the District send out a press release regarding this project.

11. Staff Report:

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

Ms. Cadiente introduced this item and reviewed the revenues, and delinquent accounts. She also stated that a friendly reminder letter, with financial assistance information, was sent to delinquent account holders.

12. Informational Items:

A. General Manager's Report:

Mr. Scherzinger commented that the Human Resources Department has been working on the Covid Plan to prepare for the transition being considered by the State and County. He also informed the Board that he met and introduced himself to the City Managers of Del Rey Oaks and Seaside, and Monterey Peninsula Water Management District's, Dave Stoldt.

B. Counsel's Report:

There was no report.

C. Committee and Board Liaison Reports:

1. Water Conservation Commission:

Mr. Breen stated no meeting was held.

2. Joint City District Committee:

Vice President Moore stated the meeting was scheduled for May 26th.

3. Executive Committee:

Vice President Moore stated they met, and the next meeting is scheduled for June 1st.

4. Community Outreach Committee:

Director Cortez stated the next meeting is scheduled for June 1st.

5. Budget and Personnel Committee:

President Shriner gave a brief update and said the next meeting is scheduled for June 1st.

6. M1W Board Member:

Vice President Moore stated the next meeting is scheduled for May 27th and a Budget Workshop is scheduled for June 7th.

7. LAFCO Liaison:

Director Cortez stated the next meeting is scheduled for May 24th.

8. JPIA Liaison:

Director Morton stated there was nothing to report.

9. Special Districts Association Liaison:

Vice President Moore gave a brief update.

10. MCWD/SVBGSA Steering Committee:

Mr. Breen said the meeting was canceled.

13. Board member Requests for Future Agenda Items:

President Shriner noted that the Board members can email in their requests and asked to schedule an update to the Strategic Plan.

14. Director's Comments:

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



15. Adjournment:

The meeting was adjourned at 9:55 p.m.

APPROVED:

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Jan Shriner, President

ATTEST:

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Paula Riso, Deputy Secretary

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-D

Meeting Date: June 21, 2021

Prepared By: Derek Cray

Approved By: Remleh Sherzinger

Agenda Title: Adopt Resolution No. 2021-33 to Authorize a Notice of Completion for the Human Machine Interface Project to be Filed with the Monterey County Recorder

Staff Recommendation: The Board of Directors adopt Resolution No. 2021-33 to authorize a Notice of Completion for the Human Machine Interface Project to be filed with the Monterey County Recorder.

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

On August 17, 2020, the Board approved Resolution No. 2020-53 to Calcon Systems Inc. for the installing, programming, and integration of Human Machine Interface (HMI) touch screen panels at the District's existing 33 pump stations to provide better reliability and redundancy to the District's water and sewer pump stations.

Discussion/Analysis: The project was officially completed on June 14, 2021. The completion of the project now allows the operators to interface directly with each pump station's Programmable Logic Controller (PLC). It also gives the District a much more reliable and redundant system should part of the radio network fail. Due to the complexity of the District's pump stations, each site was custom coded to fit the needs of the Operations and Maintenance Department. The District's integrator, Calcon Systems, worked closely with the District's Operations and Maintenance staff during the duration of the project. The project was extended mutually by both parties to benefit the District, as the Operations and Maintenance staff were working on concurrent projects of installing new magnetic flow meters and chlorine meters to improve the system. Calcon incorporated those improvements into the HMI project at no additional cost to the District. The project was completed within budget, with no contingencies used for the project.

The table below represents the authorized amount compared to the actual amount.

<b>HMI Project</b>		
	Board Authorized Amount including 5% Contingency	Actual Amount
Calcon Systems Inc.	\$312,357.15	\$297,483.00

The project was completed pursuant to the plans and specifications; therefore, staff is recommending a Notice of Completion be filed with the Monterey County Recorder.

Environmental Review Compliance: None required.

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

Other considerations: None.

Material Included for Information/Consideration: Resolution No. 2021-33, and, Notice of Completion.

Action Required:      X  Resolution    \_\_\_\_\_Motion    \_\_\_\_\_Review  
(Roll call vote is required.)

---

Board Action

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

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

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

June 21, 2021

Resolution No. 2021-33  
Resolution of the Board of Directors  
Marina Coast Water District  
Authorize a Notice of Completion for the Human Machine Interface Project

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), regular meeting duly called and held on June 21, 2021 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, on August 17, 2020, the Board approved Resolution No. 2020-53 to Calcon Systems Inc. for the installing, programming, and integration of Human Machine Interface (HMI) touch screen panels at the District's existing 33 pump in the amount of \$297,483.00 plus a 5 percent contingency for a total not-to-exceed amount of \$312,357.15; and,

WHEREAS, the project provides the Operations staff the ability to communicate at each site to the Programmable Logic Controller directly, and provides a more reliable and redundant system; and,

WHEREAS, the project was completed on June 14, 2021 for a total of \$297,483.00, with no contingencies used by the contractor; and,

WHEREAS, staff is recommending a Notice of Completion be filed with the Monterey County Recorder as the work was completed pursuant to the plans and specification and contract obligations.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager or his designee to file a Notice of Completion for the Human Machine Interface Project with the Monterey County Recorder.

PASSED AND ADOPTED on June 21, 2021, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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

ATTEST:

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

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-33 adopted June 21, 2021.

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Remleh Scherzinger, Secretary

After recording, return to  
MARINA COAST WATER DISTRICT  
11 RESERVATION ROAD  
MARINA, CA 93933

**NOTICE OF COMPLETION**  
(Public Works - Civil Code 3093)  
(California Government-Code 27383)

NOTICE IS HEREBY GIVEN:

That the project described as the Human Machine Interface (HMI) Project, which consisted of the installation, and integration of HMI touch screen panels at 33 existing water and sewer sites located throughout the City of Marina and Seaside is complete. The project was constructed or undertaken pursuant to a contract between, the MARINA COAST WATER DISTRICT, Owner, a public entity, located at 11 Reservation Road, Marina, CA 93933, and CALCON SYSTEMS INC., a corporation located at 12919 Alcosta Blvd, Ste 9, San Ramon CA 94583 as the contractor, and that the date of completion of said work was June 14, 2021 which was the date said public entity accepted the completeness of said work.

MARINA COAST WATER DISTRICT

By: \_\_\_\_\_  
Derek Cray, Operations & Maintenance Manager

Dated: \_\_\_\_\_

VERIFICATION OF SIGNATURE

I, Derek Cray, do hereby certify under penalty of perjury that I am the OPERATIONS AND MAINTENANE MANAGER of the public entity named above; that I am authorized to verify the foregoing notice; that I have read the same, and that it is true to my own knowledge.

By: \_\_\_\_\_  
Derek Cray, Operations & Maintenance Manager

Dated: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

### CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF MONTEREY        )

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 9-E

Meeting Date: June 21, 2021

Prepared By: Elise Ramirez  
Reviewed By: Donald Wilcox

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2021-34 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Shea Homes Limited Partnership for the Enclave at Cypress Grove Seaside Resort Project

Staff Recommendation: The Board of Directors adopt Resolution No. 2021-34 approving a Water, Sewer, and Recycled Water Infrastructure Agreement (IA) between the Marina Coast Water District and Shea Homes Limited Partnership for the Enclave at Cypress Grove Seaside Resort Project.

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

Shea Homes Limited Partnership (Developer), a California Limited Partnership, is preparing to construct a 61-home subdivision at the Seaside Resort in the City of Seaside. The Seaside Resort development is within the MCWD Ord Service Area. The Enclave at Cypress Grove Seaside Resort subdivision is divided into four phases (1A, 1B, 2A, and 2B). A previous developer completed the existing MCWD water, sewer, and recycled water infrastructure for Phase 1A along with 4 homes. The Developer will complete Phase 1A (26-homes), Phase 1B (8-homes), 2A (15-homes), and 2B (12-homes). The Developer is requesting MCWD enter into this Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement, or IA) because the water, sewer, and recycled water infrastructure needing to be installed to serve Phases 1B (8-homes), 2A (15-homes), and 2B (12-homes) will most appropriately be owned, operated, and maintained by MCWD. The City of Seaside serves as the land-use jurisdiction over this development project. The Developer has deposited monetary resources with MCWD to conduct the preliminary work (through plan review) of their proposed development; their development account is in good-standing.

The City of Seaside Resolution No. 05-43 and 05-44 indicate Seaside Resort has a total water allocation of 161.4 AFY. Staff estimates consumption for the Enclave at Cypress Grove Seaside Resort to be 26.5 AFY. The ability for MCWD to deliver up to 26.5-AFY to the project is within the 1,012.5 AFY City of Seaside allocation from FORA. The project allocation of 161.4 AFY for the Seaside Resort is a long-standing allocation and is accounted for in all current Water Supply Assessments supplied to the City of Seaside projects.

Discussion/Analysis: The attached draft Infrastructure Agreement is based upon the Board-approved (March 2020) Infrastructure Agreement template and an updated Section 6. Otherwise, the differences between the template and the proposed IA include only project-specific insertions.



Yellow highlights in the attached draft (IA) show the differences between the proposed IA and the IA 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 to the District includes PVC potable water pipeline, PVC gravity sewer pipeline, associated sewer manholes, water valves, fire-hydrants, PVC recycled water pipeline, and other water and sewer appurtenances. The City of Seaside is requiring the developer to install the recycled water pipelines/appurtenances as a project condition of approval. The District is not the entity making this requirement because the subdivision has a minimal amount of common area that would be eligible to receive recycled water. An Engineer's Estimation of Probable Costs, to serve as a basis for preparing the Performance and Labor and Materials Bonds specified by this Infrastructure Agreement, will be provided as an initial step in the planning and design process.

The Board of Directors is requested to approve this Infrastructure Agreement for the Enclave at Cypress Grove Seaside Resort Project.

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

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

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

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

Material Included for Information/Consideration: Resolution No. 2021-34; and, Draft Infrastructure Agreement.

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

---

Board Action

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

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

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

June 21, 2021

Resolution No. 2021 - 34  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving a Water, Sewer, and Recycled Water Infrastructure Agreement Between  
Marina Coast Water District and Shea Homes Limited Partnership for the  
Enclave at Cypress Grove Seaside Resort

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 21, 2021, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Shea Homes Limited Partnership (“Developer”), a Limited California Partnership, has coordinated with the District on their Enclave at Cypress Grove Seaside Resort development project, consisting of new construction and related infrastructure, located within the Ord service area of the City of Seaside; and,

WHEREAS, the City of Seaside, acting as the land-use jurisdiction, has allocated 161.4-AFY for Seaside Resort, and staff estimates consumption for the Enclave at Cypress Grove to be 26.5 AFY; and,

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

WHEREAS, the District and the Developer have agreed upon the proposed Water, Sewer, and Recycled Water Infrastructure Agreement and desire to execute the agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure Agreement between the Marina Coast Water District and Shea Homes Limited Partnership for the Enclave at Cypress Grove Seaside Resort 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 June 21, 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:

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Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2021-34 adopted June 21, 2021.

---

Remleh Scherzinger, Secretary

# MARINA COAST WATER DISTRICT

## Water, Sewer and Recycled Water Infrastructure Agreement

for

**Enclave at Cypress Grove Seaside Resort**



WATER, SEWER AND RECYCLED WATER  
INFRASTRUCTURE AGREEMENT

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## Exhibits

**EXHIBIT A – WATER ALLOCATION DOCUMENTATION**

**EXHIBIT B – LEGAL DESCRIPTION**

**EXHIBIT C – MAP OF DEVELOPMENT**

**EXHIBIT D – INDEMINIFCATION AND INSURANCE REQUIREMENTS**

MASTER DRAFT

This Agreement made and entered into this 21 Day of June 2021 ("Effective Date"), between Marina Coast Water District, 11 Reservation Road, Marina, CA, 93933, hereinafter called the "District", and Shea Homes Limited Partnership, a California Limited Partnership, with its principal offices at 2630 Shea Center Drive, Livermore CA 94551, hereinafter called the "Developer" (collectively, the "parties"). The name of the Developer's development that is the subject of this Agreement is The Enclave at Cypress Grove Seaside Resort.

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

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

a. "Agreement" means this Water, Sewer and Recycled Water Infrastructure Agreement as it may be amended from time to time in accordance with the terms and conditions hereof.  
b. "City" means the City of Seaside and/or the appropriate Agency of Land Use Jurisdiction.

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

d. "Development" means that certain property located at 1627 Fairway Drive, Seaside, CA 93955 and legally described in Exhibit "B" and shown on the map at Exhibit "C."

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

f. "Procedures" means the District's Procedure Guidelines and Design Requirements.  
g. "Standards" means the District's Standard Plans and Specifications for Construction of Domestic Water, Sewer, and Recycled Water Facilities.

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

i. "FORA" means Fort Ord Reuse Authority or successor agency.

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

must provide proof to the satisfaction of the District that the City has approved the allocation of water capacity for the Development from the water and recycled water capacity allocated to the City by the Fort Ord Reuse Authority (FORA). The potable water allocation set forth by the City of Seaside for the Seaside Resort is 161.4 AFY. The District's estimated consumption for this project covered by this Agreement is 26.5 AFY. Notwithstanding, neither the City nor the District may approve water allocations that exceed the allocations set by FORA or other appropriate agency of land use jurisdiction.

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

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

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

## 2. Design and Construction Requirements

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

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

2.1.2 The Developer shall comply with the District's most recent Procedures and the District's most recent Standards in effect at the time of construction when submitting



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

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

2.1.4 The District shall have the right to inspect the construction of the facilities and 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 depicting the temporary irrigation site's connection demolition and remaining irrigation facilities in their post-demolition condition.

3.3 District shall have the right to inspect the construction of the temporary irrigation networks facilities, verify that construction conforms to the plans, specifications and MCWD standards, witness the demolition 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 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 **Ord Service Area** capacity charges, effective **October 26, 2020**, for water and sewer services are **\$11,699** per EDU and **\$3,012** per EDU, respectively, under Title 6 of the MCWD Water Code and which may be adjusted annually under that Title. In addition to these authorized annual adjustments, the District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District's approval procedures for such charges. The Developer shall pay the capacity charges in effect on the date that the Meter Application for any given EDU is accepted by MCWD.

## 7. Provision for Non-Potable Water Use

7.1 Based upon existing studies, the District does not have sufficient existing firm water supplies to meet the water demands of projected developments within the District's service area. Therefore, improvement plans must be compatible with and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations. District is in the process of finalizing a recycled water augmentation project which is anticipated to come online on or about **2023**.

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 **2023**. 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.

9.1.2 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 15 *Warranties*. Developer shall remit to District prior to the conveyance of the facilities to the District, payment of all costs due and unpaid under this Agreement over and above deposits previously paid to the District. If there are surplus deposit funds or any refunds due Developer, then District shall return to Developer the amount of such surplus or refunds upon acceptance by the District of all facilities required to be constructed under this Agreement.

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

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

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

13.1 Developer shall, as a condition of District's acceptance of the facilities, provide to the District in accordance with Section 400.13 of the *Procedures* 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 15, Warranties.

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

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

warranties under this Agreement have expired.

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

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

## 16. Developer Assistance

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

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

18.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the facilities without the express written consent of the District. 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-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

## 20. Assignment

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

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

## 21. Dispute Resolution Procedure

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

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

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

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

No mediator shall submit, and no arbitrator or court shall consider, any mediator

recommendations, declarations, or findings unless the parties give their written consent to the proposed mediator statement.

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

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

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

Unless the arbitrator selects another set of rules, the arbitration shall be conducted under the J.A.M.S. 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:** Shea Homes Limited Partnership  
**Attn: Don Hoffer**  
2630 Shea Center Drive  
Livermore CA 94551

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.

**By: DEVELOPER,**

\_\_\_\_\_  
Donald A. Hofer, Authorized Agent  
Shea Homes Limited Partnership

**By DISTRICT**

\_\_\_\_\_  
Remleh Scherzinger, General Manager  
Marina Coast Water District

MASTER DRAFT

EXHIBIT A

WATER ALLOCATION DOCUMENTATION

MASTER DRAFT

**CITY COUNCIL OF THE CITY OF SEASIDE**

**RESOLUTION NO. 05-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE SEASIDE RESORT PROJECT, MAKING FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM.**

**Recitals of Fact:**

A. WHEREAS, on February 17, 2000, the City of Seaside (the "City") entered into the "Exclusive Negotiating Rights Agreement for Golf Course Resort Site" ("the ENRA") with Seaside Resort Development, LLC (the "Applicant") with respect to the development of a resort project, including hotel, timeshare and residential components (the "Project"), on approximately 84.88 acres of land (the "Property") within the parcel upon which the Bayonet and Black Horse golf courses are located, which parcel is also known as Assessor's Parcel Number 031-051-005; and

B. WHEREAS, the U.S. Army prepared the Fort Ord Disposal and Reuse Final Environmental Impact Statement (June 1993) and the Fort Ord Disposal and Reuse Draft Supplemental Environmental Impact Statement (December 1995), relating to the disposal and reuse of the Fort Ord military base, including the Property, and which evaluated environmental issues related to Fort Ord base closure actions; and

C. WHEREAS, the U.S. Army caused to be prepared the Installation-Wide Multispecies Habitat Management Plan (the "HMP") for the Former Fort Ord, California, dated April 1997, to provide mitigation for certain impacts to biological resources due to the U.S. Army's decision to close and dispose of the Fort Ord military base; and

D. WHEREAS, on June 13, 1997, the Fort Ord Reuse Authority certified, and adopted findings in consideration of, the Fort Ord Reuse Plan Final Program Environmental Impact Report (the "Reuse Plan EIR"), a program environmental impact report prepared pursuant to the requirements of California Public Resources Code Section 21000 et seq. ("CEQA") and Title 14, California Code of Regulations Section 15000 et seq. ("CEQA Guidelines"), and as specifically provided for in CEQA Guidelines Section 15168, which Reuse Plan EIR evaluated the potentially significant environmental effects of the Fort Ord Reuse Plan (as defined below), including the effects of developing the lands within the former Fort Ord, including the Property, in a manner consistent with the Fort Ord Reuse Plan; and

E. WHEREAS, on June 13, 1997, the Fort Ord Reuse Authority ("FORA") adopted the Fort Ord Reuse Plan, a comprehensive planning document intended to guide development of lands within the former Fort Ord, including the Property, prepared pursuant to Government Code Section 67650 et seq. (the "Reuse Plan"); and



F. WHEREAS, on August 12, 1998, by Resolution No. 98-81, the City adopted amendments to its General Plan for the purpose of providing land use designations, policies, and development standards for the City's lands within the former Fort Ord, including the Property, in conformance with the land use designations and development standards and policies of the Reuse Plan; and

G. WHEREAS, in conjunction with the approval of the General Plan amendments adopted by Resolution No. 98-81, the City prepared an Addendum to the Reuse Plan EIR (hereafter included in the definition of the "Reuse Plan EIR"), in which the City adopted certain mitigation measures and a mitigation monitoring program, as provided in Resolution No. 98-81; and

H. WHEREAS, by Ordinance No. 878, introduced on August 12, 1998 and approved on September 3, 1998, the City adopted amendments to its Zoning Ordinance for the purpose of providing zoning designations and development standards for the City's lands within the former Fort Ord, including the Property, in conformance with the land use designations, policies, and development standards of the Reuse Plan; and

I. WHEREAS, on November 30, 1998, FORA and the Sierra Club entered into a Settlement Agreement and FORA adopted Chapter 8 of the Fort Ord Reuse Authority Master Resolution, also known as Chapter I, Base Reuse Planning and Consistency Determinations ("FORA Master Resolution") that, among other matters, includes additional provisions related to Base Reuse Planning and Consistency Determinations for the Property as part of the former Fort Ord site; and

J. WHEREAS, on December 11, 1998 by Resolution No. 98-2, the Fort Ord Reuse Authority ("FORA") determined that the amendments to the City's General Plan and Zoning Ordinance were consistent with the Reuse Plan pursuant to Government Code Section 67675 et seq. and the FORA Master Resolution; and

K. WHEREAS, the requirements of the HMP are applicable for all parties receiving land at the former Fort Ord through the development and execution of a Habitat Conservation Plan ("HCP") and Implementing Agreement ("IA"), drafts of which were submitted to the U.S. Fish and Wildlife Service ("USFWS") and the California Department of Fish and Game ("CDFG") in 2000, and are pending signature and execution by USFWS and CDFG; and

L. WHEREAS, in 2000, the U.S. Army and FORA entered into a Memorandum of Agreement for the Sale of Portions of the Former Fort Ord, that obligates FORA and member jurisdictions to, among other matters, implement the HMP, more specifically through execution of the HCP and IA; and

M. WHEREAS, FORA and the City intend to take the necessary action to execute the HMP upon signature of the HCP and IA by the USFWS and CDFG, and have incorporated conditions into the Project (the "Project Conditions") consistent with the requirements of state and federal law regarding the protection of biological resources; and

N. WHEREAS, on April 18, 2002, by Ordinance No. 901, the City Council of the City ("City Council") and the Redevelopment Agency of the City ("Agency") adopted the Redevelopment Plan for the Seaside-Fort Ord Redevelopment Project (the "Redevelopment Plan"); and

O. WHEREAS, on May 31, 2001, FORA and the City entered into that certain Implementation Agreement, which implements the provisions of the Reuse Plan within the jurisdiction of the City, the provisions of which are applicable to the Property; and

P. WHEREAS, on July 19, 2001, by Ordinance No. 897, the City adopted an amendment to Title 17 Chapter 17.89 of the Seaside Zoning Ordinance to allow conditional uses, including residential, timeshare and employee housing uses, in the V-FO Zoning District based on the adoption of a Negative Declaration that was circulated with an Initial Study for public review between May 30, 2001 and June 18, 2001; and

Q. WHEREAS, on August 10, 2001, by Resolution 01-8, the Fort Ord Reuse Authority ("FORA") determined that conditional uses, including golf courses and ancillary uses, in the V-FO District of the Seaside Zoning Ordinance were consistent with the Fort Ord Reuse Plan, pursuant to Government Code Section 67675 et seq. and the Master Resolution; and

R. WHEREAS, the Property is subject to that certain Redevelopment Plan for the Seaside-Fort Ord Redevelopment Project (the "Redevelopment Plan"), adopted by the City Council and Redevelopment Agency on April 18, 2002, by Ordinance 901; and

S. WHEREAS, the City, in accordance with the requirements of CEQA and the CEQA Guidelines, caused to be prepared and distributed a Notice of Preparation (NOP) of an Environmental Impact Report (EIR) for the proposed Project on October 9, 2001, which advised certain local, state and federal agencies and jurisdictions that the City intended to prepare an EIR for the proposed Project, and as noticed within the NOP, on October 29, 2001 conducted a public scoping meeting to receive additional comments on the NOP and scope of an EIR for the Project; and

T. WHEREAS, the Project that was reviewed pursuant to CEQA is defined in Section 1.3 of the DEIR as including the subdivision of the 380 acre parcel that is currently developed as the Blackhorse and Bayonet golf courses. The approximately 81 acres that would be utilized for the Resort Project sites would be conveyed from the City to the Agency and then to the Applicant for development of a 330-room hotel, consisting of a main hotel with 15 bungalows, 170 timeshare units in 33 buildings, and 125 single-family residential lots. The existing golf course would continue on the remainder parcel. Included in the Project is the reconstruction of the existing golf clubhouse.

U. WHEREAS, the intended uses of the EIR and the decisions to be made by the City and/or the Agency in reliance on the EIR include subdivision maps to create individual lots for the hotel, timeshare and residential components of the project, the conveyance of the 84.88 acre portion of property from the City to the Agency, and the Agency to the Applicant, a

Conditional Use Permit for the residential component, a Conditional Use Permit for the timeshare component, Site Plan Review for the hotel component, Design Review Approval for the overall project, a Conditional Use Permit for on-sale alcoholic beverages, and building, grading and other applicable constructions permits for all components of the project. In addition, the EIR is intended to be the environmental document for the Agency's action to approve the Disposition and Development Agreement and associated implementing actions and agreements. The EIR is also intended to constitute the environmental document for the Ford Ord Reuse Authority's decision to determine the Project to be in Conformance with the Ford Ord Reuse Plan.

V. WHEREAS, the City received six (6) comments on the DEIR NOP that were intended by the commenters to guide the scope and content of the EIR; and

W. WHEREAS, the City, in accordance with the requirements of CEQA and the CEQA Guidelines, prepared the DEIR and filed a Notice of Completion with the California Office of Planning and Research State Clearinghouse and the Monterey County Clerk on August 15, 2002 which commenced the 45-day period of time for public and agency review and comment through January 16, 2003 on the Seaside Resort Project Draft Environmental Impact Report, dated August 2002, (the "DEIR") for the Project; and

X. WHEREAS, the City, in accordance with the requirements of CEQA and the CEQA Guidelines, and partially in response to comments filed regarding the DEIR, prepared a Revised Draft Environmental Impact Report ("RDEIR") dated May 2004 to address changed conditions and/or new information regarding water supply and traffic. The City filed a Notice of Completion with the California Office of Planning and Research State Clearinghouse and the Monterey County Clerk on May 6, 2004, which commenced a 30-day period of time for public and agency review and comment, which period was approved by the California Office of Planning and Research State Clearinghouse, through June 7, 2004; and

Y. WHEREAS, the City, in accordance with the requirements of CEQA and the CEQA Guidelines, has considered and evaluated comments on environmental issues submitted by persons and agencies that reviewed the DEIR and/or RRDEIR during the applicable public review periods. The City has prepared written responses to such comments regarding actual environmental issues, as required by CEQA. The City's response, contains copies of comments received by the City during the applicable public review periods for the DEIR and RDEIR, a list of persons and entities commenting on the DEIR and RDEIR, the responses of the City to environmental issues raised in those comments and elsewhere in the review and consultation process, a description of the disposition of any significant environmental issue that was raised by commenters, and a description of the changes made to the DEIR and RDEIR text and figures. Pursuant to Public Resources Code Section 21092.5, the City has provided copies of its written proposed responses to all public agencies that commented on the DEIR and/or RDEIR at least ten (10) days prior to certification of the FEIR; and

Z. WHEREAS, the Final Environmental Impact Report (the "FEIR") includes: 1) the DEIR and RDEIR as presented to the Planning Commission; 2) the responses to comments; 3) subsequent minor technical revisions of the DEIR or RDEIR made by the City up to the time of

certification of the FEIR by the City Council, the City's written responses to significant environmental points raised in the public and agency review and consultation process, and any other information added to the FEIR by the City prior to certification of the FEIR; and 4) the final mitigation measures for the project; and

AA. WHEREAS, the FEIR analyzes the environmental impacts of the Project, including project, cumulative, growth-inducing and irreversible environmental impacts, identifies and analyzes mitigation measures intended to reduce environmental impacts and considers alternatives to the Project; and

AB. WHEREAS, the City has caused to be prepared a Mitigation Monitoring and Reporting Program pursuant to California Public Resources Code Section 21081.6 and the CEQA Guidelines section 15097, to ensure compliance with EIR mitigation measures required of the Project by the City; and

AC. WHEREAS, on March 4, 2004, on September 28, 2004 and then again on December 15, 2004, the City and the Applicant entered into an amended and restated ENRA; and

AD. WHEREAS, on August 5, 2004, the City Council certified an EIR for the comprehensive update to the City's General Plan by way of Resolution No. 04-58, adopted the comprehensive update to the Seaside General Plan by way of Resolution No. 04-59, and pursuant to that updated General Plan continued the land use designation of the Property as Recreational Commercial. The FORA Board determined that the Seaside General Plan was consistent with the Fort Ord Reuse Plan on December 1, 2004 by way of Resolution No. 04-6.

AE. WHEREAS, the BAR conducted duly noticed public hearings on June 16, 2003, July 20, 2004 (field trip) and July 21, 2004 at which meetings it received public testimony, and recommended with conditions approval of the Project's architecture, landscaping, and other aesthetic and design issues in accordance with its duties under Chapter 17.70.070 of the Municipal Code of the City; and

AF. WHEREAS, on August 25, 2004 and continued to September 8, 2004, the Planning Commission held a duly noticed public hearing to consider the EIR and the Project applications, and following public testimony, closed the public hearing.

AG. WHEREAS, by Resolution No. 04-37 dated September 8, 2004, the Planning Commission has recommended certification of a Final Environmental Impact Report (the "FEIR") for the Project, the findings and evidence for which are incorporated herein by reference; and

AH. WHEREAS, by Resolution No. 04-38 dated September 8, 2004, the Planning Commission made findings, including findings that the Project and the conveyance of the Property to the Applicant was consistent with the City's General Plan, and recommended approval of Vesting Tentative Subdivision Map TM-01-03, Use Permit UP-01-21 (Residential Component), Use Permit UP 01-20 (Timeshare Component), Site Plan Review SPR-01-03 (Hotel Component), Design Review BAR 01-27, Use Permit UP-04-22 (On-Sale Alcoholic

Beverages), subject to conditions, as those conditions were modified by the Planning Commission, and recommended approval of the Mitigation Monitoring and Reporting Program; and

AI. WHEREAS, by the FEIR, staff report and exhibits accompanying this Resolution and incorporated into this Resolution by this and other references, the City Council has been provided with additional information upon which the findings and actions set forth in this Resolution are based; and

AJ. WHEREAS, notice of time and place of hearing for certification of the FEIR and consideration of the Project land use permits were given in the manner prescribed by Chapters 16.16.060 and 17.68.040 of the Municipal Code of the City and CEQA statutes and guidelines; and

AK. WHEREAS, on July 7, 2005, the City Council and the Redevelopment Agency held a duly noticed joint public hearing to consider the EIR, the Project applications, the DDA and a Conveyance Agreement, and following public testimony, closed the public hearing; and

AL. WHEREAS, the matters of the FEIR and the Project land use permits were called for hearing, and oral and documentary evidence was introduced and received and the matters submitted for a decision.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:**

1. The City Council does hereby find that the above recitals and the information contained in the attached Exhibits are accurate and are hereby incorporated in and made part of this Resolution by this reference.

2. The City Council does hereby find: (1) that the Final Environmental Impact Report for the Project has been completed in compliance with CEQA and the CEQA Guidelines; (2) that the FEIR was presented to the City Council and the City Council has reviewed and considered the information contained in the FEIR and public testimony received thereon during the hearing prior to any action on the Project; (3) that the FEIR reflects and represents the City Council's independent judgment and analysis and adequately addresses the impacts of, and proposes appropriate mitigation measures upon, the City's actions in approving or taking action on the Project; (4) that the FEIR is the appropriate and applicable environmental document pursuant to CEQA for the City's actions in conveying title to the approximately 81-acre portion of the 380-acre Bayonet and Black Horse golf courses from the City to the Redevelopment Agency of the City of Seaside and for the Approval of the Project Applications; and (5) that the modifications to the mitigation measures that have been made since circulation of the RDEIR do not constitute the addition of new significant information to the FEIR within the meaning of CEQA Guidelines Section 15088.5. Based on these findings, the Recitals contained in this Resolution, and all of the evidence in the record, the City Council hereby certifies the Final Environmental Impact Report for the Project.

3. The City Council finds, based upon the Draft EIR, the responses to comments, the Final EIR, public comments, public agency comments, and the entire record before it that the Project will not cause significant environmental impacts in the areas of agricultural resources, ground shaking, historic resources, aquifer, project traffic noise, storm flooding, off-site runoff, drainage basin maintenance, storm drainage, wastewater treatment capacity, and mineral resources. The City Council further finds that the Project may create potentially significant impacts in the areas of aesthetics, air quality, biology, cultural resources (buried resources), geology (soil conditions and erosion), hazards and hazardous materials (unexploded ordnance and contaminated soil), hydrology (water quality construction and operations), land use planning, noise (short term construction and ambient noise at residences), police services, fire services, transportation, wastewater (collection capacity), solid waste disposal capacity, and water supply. With respect to all of these potentially significant impacted areas, except for transportation impacts at specified intersections and cumulative transportation impacts at specified intersections, the Final EIR identifies feasible mitigation measures for each impact that reduce the impact to a level of less than significant.

4. In response to each significant impact identified in the Final EIR, and listed in Section 3 of this Resolution, changes or alterations are hereby required in, or incorporated into the Project, which avoid or substantially lessen the impacts identified. The specific changes and alterations required, and a brief explanation of the rationale for the findings with regard to each impact, are contained in **Exhibit H** to the staff report for this item, which is attached as **Exhibit A** to this Resolution and are hereby incorporated herein by reference.

5. The mitigation measures set forth in **Exhibit B** and incorporated into this Section of the Resolution by this reference avoid or substantially lessen the potentially significant environmental impacts of the Project. The City Council recognizes that the approval of the Project will nonetheless result in certain unavoidable and potentially irreversible effects, both project-related and cumulative.

6. The Final EIR describes a reasonable range of alternatives to the Project that might fulfill the basic objectives of the Project. These alternatives include the "No Project" alternative, the Stillwell Park/Kidney Alternative, the Revised Project Design Alternative, and the Reduced Density Alternative. As set forth in **Exhibit H** to the staff report for this item and as **Exhibit A** to this Resolution, and incorporated herein by this reference, the alternatives identified in the Final EIR are not feasible because they would not achieve the basic objectives of the Project or would do so only to a much smaller degree, and therefore, leave unaddressed significant social and economic goals the Project was designed to achieve, and are thus infeasible due to social and economic considerations, and/or they are infeasible because they would not eliminate the adverse environmental impacts of the proposed Project. Accordingly, the City Council finds for the specific reasons articulated in **Exhibit A** to this Resolution, that each of the alternatives are infeasible.

7. The City Council finds that the following substantial benefits will occur as a result of the Project: (a) removal of local blight through the implementation of the Agency's Redevelopment Plan; (b) creation of construction and permanent jobs and increased property tax, sales tax and TOT revenue; (c) development of the Property in conformance with the goals,

objectives and policies of the General Plan; (d) authorization for less intensive development than would be permitted under the FORA Plan; (e) development of a first-class golf resort with the potential to attract major golf-related events and conferences to the City; (f) creation of a new and significant source of revenue to the City, the Redevelopment Agency, FORA, Monterey County and the Monterey Peninsula Unified School District; (g) construction of additional below market rate housing; (h) construction of upgraded golf course, maintenance and clubhouse facilities that will enhance the value of the City's golf courses for both individual recreational play and tournament events; (i) onsite and offsite infrastructure and public service improvements; (j) onsite remediation of existing environmental contamination; and (k) full land utilization to attract a mix of residential and visitor serving commercial uses to the area.

8. The City Council finds, after balancing the unavoidable and irreversible environmental impacts of the Project with the benefits of the Project as described in Section 7 of this Resolution, that to the extent that adverse and potentially adverse impacts of the Project have not been mitigated to a level of less than significant, that the specific economic, social, legal, environmental and technological or other benefits of the Project, as described in Section 7 and more fully articulated in **Exhibit H** to the staff report and attached as **Exhibit A** to this Resolution, outweigh the significant and irreversible impacts to the environment. Therefore, due to overriding benefits of the Project and because the alternatives identified in the EIR are not feasible, as discussed in Section 6 above, the City Council hereby finds that any unavoidable impacts of the Project, including the mitigated by unavoidable transportation impacts and cumulative transportation impacts are acceptable. This determination shall constitute a statement of overriding considerations within the meaning of CEQA and is based on the benefits of the Project identified in the Final EIR, the record of proceedings, **Exhibit A** to this Resolution, the contents of which are incorporated herein by this reference. The City Council further finds that each overriding benefit is severable from any other consideration should one or more consideration be shown or determined to be legally insufficient for any reason.

9. The City Council declares that it has been provided with and reviewed substantial evidence in the record to support the findings for project consideration incorporated herein by reference (the "Findings"), which evidence includes, but is not limited to, the Application, Notices of Preparation, Notices of Completion, Comments on the Notices of Preparation, the Reuse Plan, the Reuse EIR, the Redevelopment Plan, the Implementation Plan, the HMP, the HCP, the IA, the FEIR, the U.S. Army Fort Ord Disposal and Reuse Final EIR and Supplemental Final EIR, the FORA Master Resolution, the staff report for the Project and written and oral testimony (collectively, the "Record of Proceedings"), and hereby provides notification that the entire Record of Proceedings is on file with Joyce E. Newsome, Clerk of the City, at City Hall, 440 Harcourt Avenue, Seaside, CA 93955.

10. The City Council hereby adopts each of the mitigation measures set forth in the Final EIR and listed in **Exhibit B** of this Resolution. The City Council incorporates these mitigation measures into the Project. The City Council recognizes that Public Resources Code Section 21081.6 requires the adoption of a reporting or monitoring program designed to ensure compliance with the mitigation measures during Project implementation. The City Council finds that the Mitigation Monitoring and Reporting Program prepared for the Project, which is attached hereto as **Exhibit B** to this Resolution, is fully adequate to meet the requirements of

**Exhibits to Resolution No. 05-43**

The following Exhibits are hereby incorporated by reference into Resolution 05-43.

- EXHIBIT "A"**      **Findings and Facts and Evidence in Support of Findings Required by CEQA; Statement of Overriding Considerations (Exhibit H to Staff Report)**
- EXHIBIT "B"**      **Mitigation Monitoring and Reporting Program (Exhibit G to Staff Report)**



Public Resources Code Section 21081.6 and will ensure compliance with the mitigation measures identified in the Final EIR and listed in **Exhibit B** during Project implementation. Based on these findings, the City Council hereby approves and adopts the Mitigation Monitoring and Reporting Program attached hereto as **Exhibit B**.

11. The City Clerk shall certify to the adoption of this Resolution.

**PASSED AND ADOPTED** at a special joint meeting of the City Council of the City of Seaside/Redevelopment Agency of the City of Seaside on the 7th day of July 2005, by the following vote:

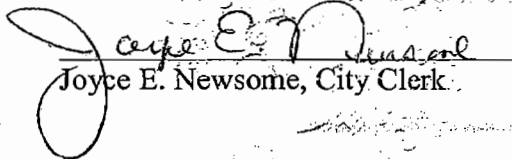
AYES:	COUNCILMEMBERS: Choates, Jordan, Mancini, Bloomer, Rubio
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

APPROVED:



Ralph Rubio, Mayor  
City of Seaside

ATTEST:



Joyce E. Newsome, City Clerk

**CITY COUNCIL OF THE CITY OF SEASIDE**

**RESOLUTION NO. 05-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING VESTING TENTATIVE SUBDIVISION MAP TM-01-03, USE PERMIT UP-01-21 (RESIDENTIAL COMPONENT), USE PERMIT UP 01-20 (TIMESHARE COMPONENT), SITE PLAN REVIEW SPR-01-03 (HOTEL COMPONENT), DESIGN REVIEW BAR-01-27, USE PERMIT UP-04-22 (ON-SALE ALCOHOLIC BEVERAGES), A MITIGATION MONITORING AND REPORTING PROGRAM, AND MAKING FINDINGS AND IMPOSING CONDITIONS IN CONNECTION WITH SUCH APPROVALS**

**Recitals of Fact:**

A. WHEREAS, on February 17, 2000, the City of Seaside (the "City") entered into the "Exclusive Negotiating Rights Agreement for Golf Course Resort Site" ("the ENRA") with Seaside Resort Development, LLC (the "Applicant") with respect to the development of a resort project, including hotel, timeshare and residential components (the "Project"), on approximately 84.88 acres of land (the "Property") within the parcel upon which the Bayonet and Black Horse golf courses are located, which parcel is also known as Assessor's Parcel Number 031-051-005; and

B. WHEREAS, on August 17, 2001 the Applicant completed preliminary project designs and submitted applications to the City for a Vesting Tentative Subdivision Map, a Use Permit for residential lots, a Use Permit for timeshare units, Site Plan Review for the hotel, Design Review and a Statutory Development Agreement, and supporting technical documents for the Project (the "Applications"); and

C. WHEREAS, the City determined that such applications were complete pursuant to Government Code Section 65920 et seq.; and

D. WHEREAS, on August 4, 2004, the Applicant submitted an application for a conditional use permit for on-sale alcoholic beverages; and

E. WHEREAS, the U.S. Army prepared the Fort Ord Disposal and Reuse Final Environmental Impact Statement (June 1993) and the Fort Ord Disposal and Reuse Draft Supplemental Environmental Impact Statement (December 1995), relating to the disposal and reuse of the Fort Ord military base, including the Property, and which evaluated environmental issues related to Fort Ord base closure actions; and

F. WHEREAS, the U.S. Army caused to be prepared the Installation-Wide Multispecies Habitat Management Plan (the "HMP") for the Former Fort Ord, California, dated April 1997, to provide mitigation for certain impacts to biological resources due to the U.S. Army's decision to close and dispose of the Fort Ord military base; and

G. WHEREAS, on June 13, 1997, the Fort Ord Reuse Authority certified, and adopted findings in consideration of, the Fort Ord Reuse Plan Final Program Environmental Impact Report (the "Reuse Plan EIR"), a program environmental impact report prepared pursuant to the requirements of California Public Resources Code Section 21000 et seq. ("CEQA") and Title 14, California Code of Regulations Section 15000 et seq. ("CEQA Guidelines"), and as specifically provided for in CEQA Guidelines Section 15168, which Reuse Plan EIR evaluated the potentially significant environmental effects of the Fort Ord Reuse Plan (as defined below), including the effects of developing the lands within the former Fort Ord, including the Property, in a manner consistent with the Fort Ord Reuse Plan; and

H. WHEREAS, on June 13, 1997, the Fort Ord Reuse Authority ("FORA") adopted the Fort Ord Reuse Plan, a comprehensive planning document intended to guide development of lands within the former Fort Ord, including the Property, prepared pursuant to Government Code Section 67650 et seq. (the "Reuse Plan"); and

I. WHEREAS, on August 12, 1998, by Resolution No. 98-81, the City adopted amendments to its General Plan for the purpose of providing land use designations, policies, and development standards for the City's lands within the former Fort Ord, including the Property, in conformance with the land use designations and development standards and policies of the Reuse Plan, and by that action established a land use designation for the Property as Recreational Commercial; and

J. WHEREAS, in conjunction with the approval of the General Plan amendments adopted by Resolution No. 98-81, the City prepared an Addendum to the Reuse Plan EIR (hereafter included in the definition of the "Reuse Plan EIR"), in which the City adopted certain mitigation measures and a mitigation monitoring program, as provided in Resolution No. 98-81; and

K. WHEREAS, by Ordinance No. 878, introduced on August 12, 1998 and approved on September 3, 1998, the City adopted amendments to its Zoning Ordinance for the purpose of providing zoning designations and development standards for the City's lands within the former Fort Ord, including the Property, in conformance with the land use designations, policies, and development standards of the Reuse Plan and by that action established a zoning designation for the Property of "Fort Ord Visitor-Serving Commercial" (V-FO), which allows hotels, conference centers, restaurants and golf courses as principally permitted uses in that zone and on the Property; and

L. WHEREAS, on November 30, 1998, FORA and the Sierra Club entered into a Settlement Agreement and FORA adopted Chapter 8 of the Fort Ord Reuse Authority Master Resolution, also known as Chapter I, Base Reuse Planning and Consistency Determinations ("FORA Master Resolution") that, among other matters, includes additional provisions related to Base Reuse Planning and Consistency Determinations for the Property as part of the former Fort Ord site; and

M. WHEREAS, on December 11, 1998 by Resolution No. 98-2, the Fort Ord Reuse Authority ("FORA") determined that the amendments to the City's General Plan and Zoning

Ordinance were consistent with the Reuse Plan pursuant to Government Code Section 67675 et seq. and the FORA Master Resolution; and

N. WHEREAS, the requirements of the HMP are applicable for all parties receiving land at the former Fort Ord through the development and execution of a Habitat Conservation Plan ("HCP") and Implementing Agreement ("IA"), drafts of which were submitted to the U.S. Fish and Wildlife Service ("USFWS") and the California Department of Fish and Game ("CDFG") in 2000, and are pending signature and execution by USFWS and CDFG; and

O. WHEREAS, in 2000, the U.S. Army and FORA entered into a Memorandum of Agreement for the Sale of Portions of the Former Fort Ord, that obligates FORA and member jurisdictions to, among other matters, implement the HMP, more specifically through execution of the HCP and IA; and

P. WHEREAS, FORA and the City intend to take the necessary action to execute the HMP upon signature of the HCP and IA by the USFWS and CDFG, and have incorporated conditions into the Project (the "Project Conditions") consistent with the requirements of state and federal law regarding the protection of biological resources; and

Q. WHEREAS, on April 18, 2002, by Ordinance No. 901, the City Council of the City ("City Council") and the Redevelopment Agency of the City ("Agency") adopted the Redevelopment Plan for the Seaside-Fort Ord Redevelopment Project (the "Redevelopment Plan"); and

R. WHEREAS, on May 31, 2001, FORA and the City entered into that certain Implementation Agreement, which implements the provisions of the Reuse Plan within the jurisdiction of the City, the provisions of which are applicable to the Property; and

S. WHEREAS, on July 19, 2001, by Ordinance No. 897, the City adopted an amendment to Title 17 Chapter 17.89 of the Seaside Zoning Ordinance to allow conditional uses, including residential, timeshare and employee housing uses, in the V-FO Zoning District based on the adoption of a Negative Declaration that was circulated with an Initial Study for public review between May 30, 2001 and June 18, 2001; and

T. WHEREAS, on August 10, 2001, by Resolution 01-8, the Fort Ord Reuse Authority ("FORA") determined that conditional uses, including residential, timeshare, employee housing, in the V-FO District of the Seaside Zoning Ordinance were consistent with the Fort Ord Reuse Plan, pursuant to Government Code Section 67675 et seq. and the Master Resolution; and

U. WHEREAS, the Property is subject to that certain Redevelopment Plan for the Seaside-Fort Ord Redevelopment Project (the "Redevelopment Plan"), adopted by the City Council and Redevelopment Agency on April 18, 2002, by Ordinance 901; and

V. WHEREAS, the City, in accordance with the requirements of CEQA and the CEQA Guidelines, caused to be prepared and distributed a Notice of Preparation (NOP) of an

Environmental Impact Report (EIR) for the proposed Project on October 9, 2001, which advised certain local, state and federal agencies and jurisdictions that the City intended to prepare an EIR for the proposed Project, and as noticed within the NOP, on October 29, 2001 conducted a public scoping meeting to receive additional comments on the NOP and scope of an EIR for the Project; and

W. WHEREAS, the Project that was reviewed pursuant to CEQA is defined in Section 1.3 of the DEIR as including the subdivision of the 380 acre parcel that is currently developed as the Blackhorse and Bayonet golf courses. The approximately 81 acres that would be conveyed from the City to the Agency and then to the Applicant for development of a 330-room hotel, consisting of a main hotel with 15 bungalows, 170 timeshare units in 33 buildings, and 125 single-family residential lots. The existing golf course would continue on the remainder parcel. Included in the Project is the reconstruction of the existing golf clubhouse.

X. WHEREAS, the intended uses of the EIR and the decisions to be made by the City and/or the Agency in reliance on the EIR include subdivision maps to create individual lots for the hotel, timeshare and residential components of the project, the conveyance of the 84.88 acre portion of property from the City to the Agency, and the Agency to the Applicant, a Conditional Use Permit for the residential component, a Conditional Use Permit for the timeshare component, Site Plan Review for the hotel component, Design Review Approval for the overall project, a Conditional Use Permit for on-sale alcoholic beverages, and building, grading and other applicable constructions permits for all components of the project. In addition, the EIR is intended to be the environmental document for the Agency's action to approve the Disposition and Development Agreement and associated implementing actions and agreements. The EIR is also intended to constitute the environmental document for the Ford Ord Reuse Authority's decision to determine the Project to be in Conformance with the Ford Ord Reuse Plan.

Y. WHEREAS, the City received six (6) comments on the DEIR NOP that were intended by the commenters to guide the scope and content of the EIR; and

Z. WHEREAS, the City, in accordance with the requirements of CEQA and the CEQA Guidelines, prepared the DEIR and filed a Notice of Completion with the California Office of Planning and Research State Clearinghouse and the Monterey County Clerk on August 15, 2002 which commenced the 45-day period of time for public and agency review and comment through January 16, 2003 on the Seaside Resort Project Draft Environmental Impact Report, dated August 2002, (the "DEIR") for the Project; and

AA. WHEREAS, the City, in accordance with the requirements of CEQA and the CEQA Guidelines, and partially in response to comments filed regarding the DEIR, prepared a Revised Draft Environmental Impact Report ("RDEIR") dated May 2004 to address changed conditions and/or new information regarding water supply and traffic. The City filed a Notice of Completion with the California Office of Planning and Research State Clearinghouse and the Monterey County Clerk on May 6, 2004, which commenced a 30-day period of time for public and agency review and comment, which period was approved by the California Office of Planning and Research State Clearinghouse, through June 7, 2004; and

AB. WHEREAS, the City, in accordance with the requirements of CEQA and the CEQA Guidelines, has considered and evaluated comments on environmental issues submitted by persons and agencies that reviewed the DEIR and/or RRDEIR during the applicable public review periods. The City has prepared written responses to such comments regarding actual environmental issues, as required by CEQA. The City's response, contains copies of comments received by the City during the applicable public review periods for the DEIR and RDEIR, a list of persons and entities commenting on the DEIR and RDEIR, the responses of the City to environmental issues raised in those comments and elsewhere in the review and consultation process, a description of the disposition of any significant environmental issue that was raised by commenters, and a description of the changes made to the DEIR and RDEIR text and figures. Pursuant to Public Resources Code Section 21092.5, the City has provided copies of its written proposed responses to all public agencies that commented on the DEIR and/or RDEIR at least ten (10) days prior to certification of the FEIR; and

AC. WHEREAS, the Final Environmental Impact Report (the "FEIR") includes: 1) the DEIR and RDEIR as presented to the Planning Commission; 2) the responses to comments; 3) subsequent minor technical revisions of the DEIR or RDEIR made by the City up to the time of certification of the FEIR by the City Council, the City's written responses to significant environmental points raised in the public and agency review and consultation process, and any other information added to the FEIR by the City prior to certification of the FEIR; and 4) the final mitigation measures for the project; and

AD. WHEREAS, the FEIR analyzes the environmental impacts of the Project, including project, cumulative, growth-inducing and irreversible environmental impacts, identifies and analyzes mitigation measures intended to reduce environmental impacts and considers alternatives to the Project; and

AE. WHEREAS, the City has caused to be prepared a Mitigation Monitoring and Reporting Program pursuant to California Public Resources Code Section 21081.6 and the CEQA Guidelines section 15097, to ensure compliance with EIR mitigation measures required of the Project by the City; and

AF. WHEREAS on March 4, 2004, on September 28, 2004 and then again on December 15, 2004, the City and the Applicant entered into an amended and restated ENRA; and

AG. WHEREAS, on August 5, 2004, the City Council certified an EIR for the comprehensive update to the City's General Plan by way of Resolution No. 04-58, adopted the comprehensive update to the Seaside General Plan by way of Resolution No. 04-59, and pursuant to that updated General Plan continued the land use designation of the Property as Recreational Commercial. The FORA Board determined that the Seaside General Plan was consistent with the Fort Ord Reuse Plan on December 1, 2004 by way of Resolution No. 04-6.

AH. WHEREAS, the BAR conducted duly noticed public hearings on June 16, 2003, July 20, 2004 (field trip) and July 21, 2004 at which meetings it received public testimony, and recommended with conditions approval of the Project's architecture, landscaping, and other

aesthetic and design issues in accordance with its duties under Chapter 17.70.070 of the Municipal Code of the City; and

AI. WHEREAS, on August 25, 2004 and continued to September 8, 2004, the Planning Commission held a duly noticed public hearing to consider the EIR and the Project applications, and following public testimony, closed the public hearing.

AJ. WHEREAS, by Resolution No. 04-37 dated September 8, 2004, the Planning Commission has recommended certification of a Final Environmental Impact Report (the "FEIR") for the Project, the findings and evidence for which are incorporated herein by reference; and

AK. WHEREAS, by Resolution No. 04-38 dated September 8, 2004, the Planning Commission made findings, including findings that the Project and the conveyance of the Property to the Applicant was consistent with the City's General Plan, and recommended approval of Vesting Tentative Subdivision Map TM-01-03, Use Permit UP-01-21 (Residential Component), Use Permit UP 01-20 (Timeshare Component), Site Plan Review SPR-01-03 (Hotel Component), Design Review BAR 01-27, Use Permit UP-04-22 (On-Sale Alcoholic Beverages), subject to conditions, as those conditions were modified by the Planning Commission, and recommended approval of the Mitigation Monitoring and Reporting Program; and

AL. WHEREAS, by the FEIR, staff report and exhibits accompanying this Resolution and incorporated into this Resolution by this and other references, the City Council has been provided with additional information upon which the findings and actions set forth in this Resolution are based; and

AM. WHEREAS, notice of time and place of hearing for certification of the FEIR and consideration of the Project land use permits were given in the manner prescribed by Chapters 16.16.060 and 17.68.040 of the Municipal Code of the City and CEQA statutes and guidelines; and

AN. WHEREAS, on July 7, 2005, the City Council and the Redevelopment Agency held a duly noticed joint public hearing to consider the EIR, the Project applications, the DDA and a Conveyance Agreement, and following public testimony, closed the public hearing; and

AO. WHEREAS, the matters of the FEIR and the Project land use permits were called for hearing, and oral and documentary evidence was introduced and received and the matters submitted for a decision.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEASIDE, CALIFORNIA, AS FOLLOWS:**

1. The City Council does hereby find that the above recitals and the information contained in the attached Exhibits are accurate and are hereby incorporated in and made part of this Resolution by this reference.

2. The City Council does hereby find: (1) that the Final Environmental Impact Report for the Seaside Resort Project has been completed in compliance with CEQA and the CEQA Guidelines; (2) that the FEIR was certified by the City Council on July 7, 2005 by Resolution No. 05-43; (3) that the FEIR was presented to the City Council and the City Council has reviewed and considered the information contained in the FEIR and public testimony received thereon during the hearing prior to any action on the Project; (4) that the FEIR reflects and represents the City Council's independent judgment and analysis and adequately addresses the impacts of, and proposes appropriate mitigation measures upon, the City's actions in approving or taking action on the Project; (5) that the FEIR is the appropriate and applicable environmental document pursuant to CEQA for the City's actions in conveying title to the approximately 81-acre portion of the 380-acre Bayonet and Black Horse golf courses from the City to the Redevelopment Agency of the City of Seaside and for the Approval of the Project Applications; and (6) that the modifications to the mitigation measures that have been made since circulation of the RDEIR do not constitute the addition of new significant information to the FEIR within the meaning of CEQA Guidelines Section 15088.5.

3. The City Council finds, based upon the Draft EIR, the responses to comments, the Final EIR, public comments, public agency comments, and the entire record before it that the Project will not cause significant environmental impacts in the areas of agricultural resources, ground shaking, historic resources, aquifer, project traffic noise, storm flooding, off-site runoff, drainage basin maintenance, storm drainage, wastewater treatment capacity, and mineral resources. The City Council further finds that the Project may create potentially significant impacts in the areas of aesthetics, air quality, biology, cultural resources (buried resources), geology (soil conditions and erosion), hazards and hazardous materials (unexploded ordnance and contaminated soil), hydrology (water quality construction and operations), land use planning, noise (short term construction and ambient noise at residences), police services, fire services, transportation, wastewater (collection capacity), solid waste disposal capacity, and water supply. With respect to all of these potentially significant impacted areas, except for transportation impacts at specified intersections and cumulative transportation impacts at specified intersections, the Final EIR identifies feasible mitigation measures for each impact that reduce the impact to a level of less than significant.

4. In response to each significant impact identified in the Final EIR, and listed in Section 3 of this Resolution, changes or alterations are hereby required in, or incorporated into the Project, which avoid or substantially lessen the impacts identified. The specific changes and alterations required, and a brief explanation of the rationale for the findings with regard to each impact, are contained in **Exhibit H** to the staff report for this item, which is attached as **Exhibit A** to this Resolution and are hereby incorporated herein by reference.



5. The mitigation measures set forth in **Exhibit B** and incorporated into this Section of the Resolution by this reference avoid or substantially lessen the potentially significant environmental impacts of the Project. The City Council recognizes that the approval of the Project will nonetheless result in certain unavoidable and potentially irreversible effects, both project-related and cumulative.

6. The Final EIR describes a reasonable range of alternatives to the Project that might fulfill the basic objectives of the Project. These alternatives include the "No Project" alternative, the Stillwell Park/Kidney Alternative, the Revised Project Design Alternative, and the Reduced Density Alternative. As set forth in **Exhibit H** to the staff report for this item and as **Exhibit A** to this Resolution, and incorporated herein by this reference, the alternatives identified in the Final EIR are not feasible because they would not achieve the basic objectives of the Project or would do so only to a much smaller degree, and therefore, leave unaddressed significant social and economic goals the Project was designed to achieve, and are thus infeasible due to social and economic considerations, and/or they are infeasible because they would not eliminate the adverse environmental impacts of the proposed Project. Accordingly, the City Council finds for the specific reasons articulated in **Exhibit A** to this Resolution, that each of the alternatives are infeasible.

7. The City Council finds that the following substantial benefits will occur as a result of the Project: (a) removal of local blight through the implementation of the Agency's Redevelopment Plan; (b) creation of construction and permanent jobs and increased property tax, sales tax and TOT revenue; (c) development of the Property in conformance with the goals, objectives and policies of the General Plan; (d) authorization for less intensive development than would be permitted under the FORA Plan; (e) development of a first-class golf resort with the potential to attract major golf-related events and conferences to the City; (f) creation of a new and significant source of revenue to the City, the Redevelopment Agency, FORA, Monterey County and the Monterey Peninsula Unified School District; (g) construction of additional below market rate housing; (h) construction of upgraded golf course, maintenance and clubhouse facilities that will enhance the value of the City's golf courses for both individual recreational play and tournament events; (i) onsite and offsite infrastructure and public service improvements; (j) onsite remediation of existing environmental contamination; and (k) full land utilization to attract a mix of residential and visitor serving commercial uses to the area.

8. The City Council finds, after balancing the unavoidable and irreversible environmental impacts of the Project with the benefits of the Project as described in Section 7 of this Resolution, that to the extent that adverse and potentially adverse impacts of the Project have not been mitigated to a level of less than significant, that the specific economic, social, legal, environmental and technological or other benefits of the Project, as described in Section 7 and more fully articulated in **Exhibit H** to the staff report and attached as **Exhibit A** to this Resolution, outweigh the significant and irreversible impacts to the environment. Therefore, due to overriding benefits of the Project and because the alternatives identified in the EIR are not feasible, as discussed in Section 6 above, the City Council hereby finds that any unavoidable impacts of the Project, including the mitigated by unavoidable transportation impacts and cumulative transportation impacts are acceptable. This determination shall constitute a statement of overriding considerations within the meaning of CEQA and is based on the benefits of the

Project identified in the Final EIR, the record of proceedings, **Exhibit A** to this Resolution, the contents of which are incorporated herein by this reference. The City Council further finds that each overriding benefit is severable from any other consideration should one or more consideration be shown or determined to be legally insufficient for any reason.

9. The City Council declares that it has been provided with and reviewed substantial evidence in the record to support the findings for project consideration incorporated herein by reference (the "Findings"), which evidence includes, but is not limited to, the Application, Notices of Preparation, Notices of Completion, Comments on the Notices of Preparation, the Reuse Plan, the Reuse EIR, the Redevelopment Plan, the Implementation Plan, the HMP, the HCP, the IA, the FEIR, the U.S. Army Fort Ord Disposal and Reuse Final EIR and Supplemental Final EIR, the FORA Master Resolution, the staff report for the Project and written and oral testimony (collectively, the "Record of Proceedings"), and hereby provides notification that the entire Record of Proceedings is on file with Joyce E. Newsome, Clerk of the City, at City Hall, 440 Harcourt Avenue, Seaside, CA 93955.

10. The City Council hereby adopts each of the mitigation measures set forth in the Final EIR and listed in **Exhibit B** of this Resolution. The City Council incorporates these mitigation measures into the Project. The City Council recognizes that Public Resources Code Section 21081.6 requires the adoption of a reporting or monitoring program designed to ensure compliance with the mitigation measures during Project implementation. The City Council finds that the Mitigation Monitoring and Reporting Program prepared for the Project, which is attached hereto as **Exhibit B** to this Resolution, is fully adequate to meet the requirements of Public Resources Code Section 21081.6 and will ensure compliance with the mitigation measures identified in the Final EIR and listed in **Exhibit B** during Project implementation. Based on these findings, the City Council hereby approves and adopts the Mitigation Monitoring and Reporting Program attached hereto as **Exhibit B**. The City Council further finds that the modifications to the mitigation measures that have been made since circulation of the Revised Draft EIR do not constitute the addition of new significant information to the EIR within the meaning of State CEQA Guidelines Section 15088.1.

11. The City Council approves the dedication to the Project, from the City's Fort Ord water allocation, sufficient potable water for the Project amounting to 161.4 acre feet per year ("AFY"), 16.8 AFY of which is intended for landscaping irrigation purposes. The assumptions used to develop the above water allocation amounts are described in more detail in the DEIR and RDEIR. Further, the City council hereby authorizes the Marina Coast Water District to provide water service to the Project.

12. The City Council hereby finds, based on the facts, evidence and findings contained in Exhibit C to this Resolution, that the project, as conditioned, is consistent with the Development Entitlement Consistency requirements of Section 8.02.030 of the FORA Master Resolution because the intensity and density of project uses are consistent with the Seaside General Plan and Zoning Ordinance, the applicable legislative land use documents of the City governing uses at the project site, which documents have been determined by FORA to be consistent with the Fort Ord Reuse Plan. The City Council further finds that the project conditions provide for performance and funding of Reuse Plan and Master Resolution programs

applicable to the development entitlements, require the payment of fees or financing to provide adequate infrastructure and public services to the property, provide for implementation of the Fort Ord HMP and provide for affordable and workforce housing consistent with applicable City and FORA policies. The City Council also finds that the project site is not within the Highway 1 Scenic Corridor because the project site is more than 1,000 feet from Highway 1.

13. The City Council hereby requires, that consistent with the conditions of approval regarding non potable water, that the Project connect its irrigation systems to a non potable water supply at such time as non potable water is feasibly provided to the Project from a Marina Coast Water District water augmentation project.

14. The City Council hereby approves and designates to the Project, from the City's Fort Ord allocation, sufficient sewer capacity to fully serve the Project, which capacity is estimated at 90,340 gallons per day of flow. Further, the City Council hereby authorizes the Marina Coast Water District to provide sewer collection service to the Project.

15. The City Council hereby adopts the findings contained in the documents entitled "Project Findings" (**Exhibit C**), which findings are incorporated herein by this reference, and based on those findings, approves Vesting Tentative Subdivision Map TM-01-03, Use Permit UP-01-19 (residential component) Use Permit UP-01-20 (timeshare component), Use Permit UP-04-22 (on-sale alcoholic beverages), Site Plan Review SPR-01-03 (hotel), Design Review Permit BAR-01-19, and in accordance with Municipal Code section 8.54.040 does hereby grant approval of the tree removal/planting permit as an integral part of these permits, subject to the Project Conditions attached hereto and incorporated herein by reference as **Exhibit D**.

15. The City Council hereby modifies Project Condition No. 103 to not restrict the range of stone types to be used in the architectural design, and Project Condition No. 132 to allow gates at entries to private residential streets, and authorizes the changes to those conditions shown in the errata reviewed and approved by the City Council at the July 7, 2005 public hearing.

16. The City Clerk shall certify to the adoption of this Resolution.

**Exhibits to Resolution No. 05-44**


The following Exhibits are hereby incorporated by reference into Resolution 05-44

- EXHIBIT "A"**      **CEQA Findings (incorporate EIR by reference in findings)**
- EXHIBIT "B"**      **Mitigation Monitoring and Reporting Program**
- EXHIBIT "C"**      **Project Findings (consistency with Fort Ord Reuse Plan, General Plan, Zoning Ordinance; other mandatory findings)**
- EXHIBIT "D"**      **Project Conditions**

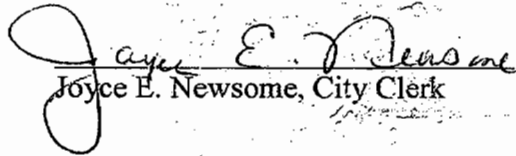
**PASSED AND ADOPTED** at a special joint meeting of the City Council of the City of Seaside/Redevelopment Agency of the City of Seaside on the 7th day of July 2005, by the following vote:

AYES: COUNCILMEMBERS: Choates, Jordan, Mancini, Bloomer, Rubio  
NOES: COUNCILMEMBERS: None  
ABSENT: COUNCILMEMBERS: None  
ABSTAIN: COUNCILMEMBERS: None

APPROVED:

  
Ralph Rubio, Mayor  
City of Seaside

ATTEST:

  
Joyce E. Newsome, City Clerk

**EXHIBIT B**

**LEGAL DESCRIPTION**

MASTER DRAFT

**EXHIBIT B-1**  
**LEGAL DESCRIPTION**  
**ENCLAVE PHASES 1A, 1B, 2A, and 2B**

Certain real property situate in the City of Seaside, County of Monterey, State of California, being a portion of that certain parcel of land designated "Fort Ord Golf Courses Parcel 1" as shown on the map filed for record in Volume 26 of Surveys at Page 28 in the Office of the County Recorder of said County, described as follows:

**PHASE 1A**

Lots 1, 3, 4, 6, 7, 9 through 14 inclusive, and 16 through 30 inclusive as shown on the map filed for record August 21, 2007 in Volume 24 of Cities and Towns at Page 11 in the office of the County Recorder of Monterey County.

Phase 1A area containing 9.261 acres, more or less.

**PHASE 1B**

Lots 31 through 38 inclusive as shown on the map filed for record August 21, 2007 in Volume 24 of Cities and Towns at Page 11 in the office of the County Recorder of Monterey County.

Phase 1B area containing 2.711 acres, more or less.

**PHASE 2A**

All of "TRACT FOUR" – "Residential Parcel 3 (VTM Residential Phase III; Lots 42-56)" as described in that certain document recorded October 1, 2019 as Document No. 2019043560, Official Records of Monterey County.

Phase 2A area containing 4.250 acres, more or less.

**PHASE 2B**

All of "TRACT THREE" – "Residential Parcel 2b (VTM Residential Phase IIb; Lots 30-41)" as described in that certain document recorded October 1, 2019 as Document No. 2019043560, Official Records of Monterey County.

Phase 2B area containing 3.365 acres, more or less.

**END OF DESCRIPTION**

**EXHIBIT C**

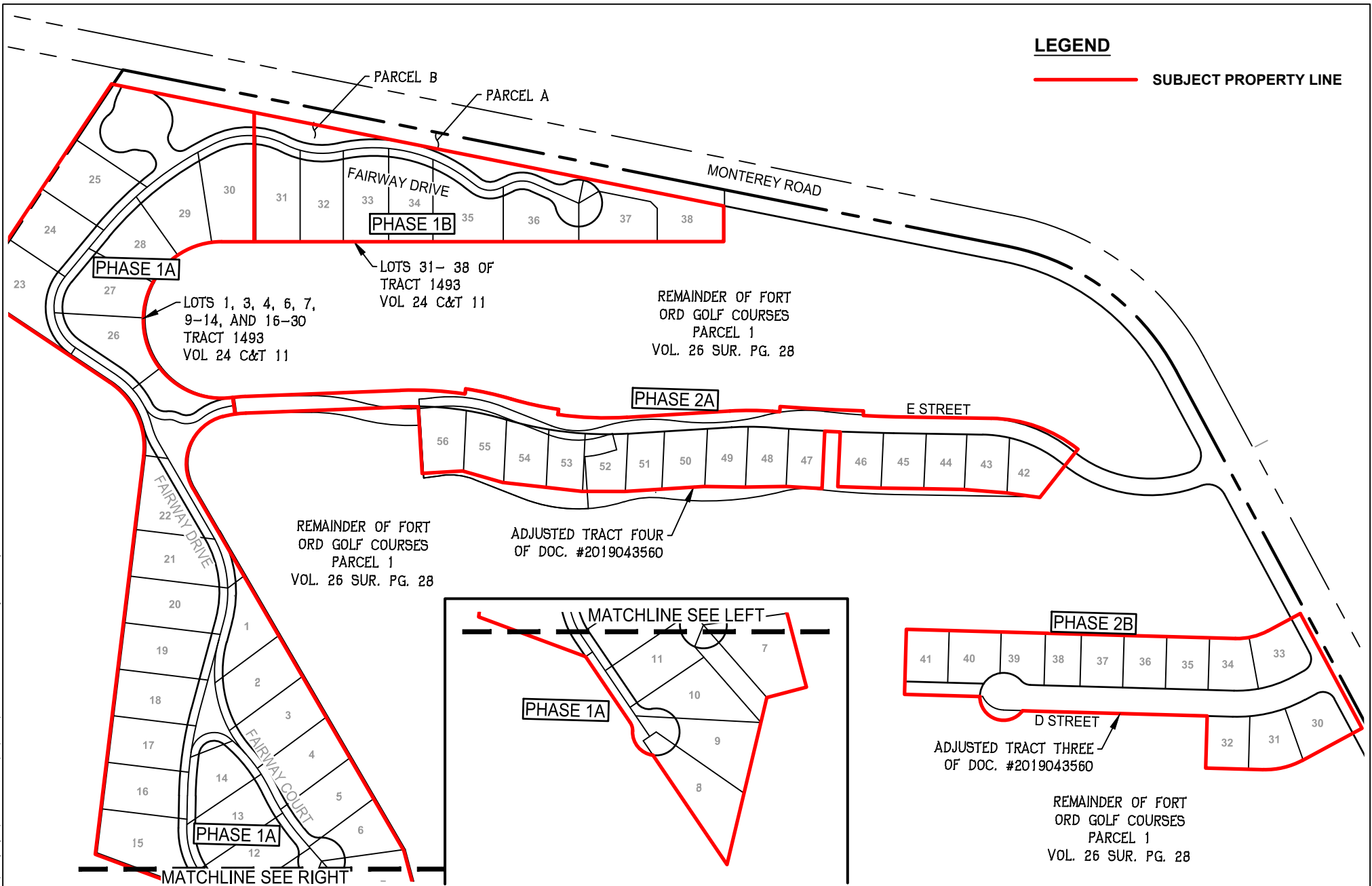
**MAP OF DEVELOPMENT**

MASTER DRAFT



**LEGEND**

 **SUBJECT PROPERTY LINE**



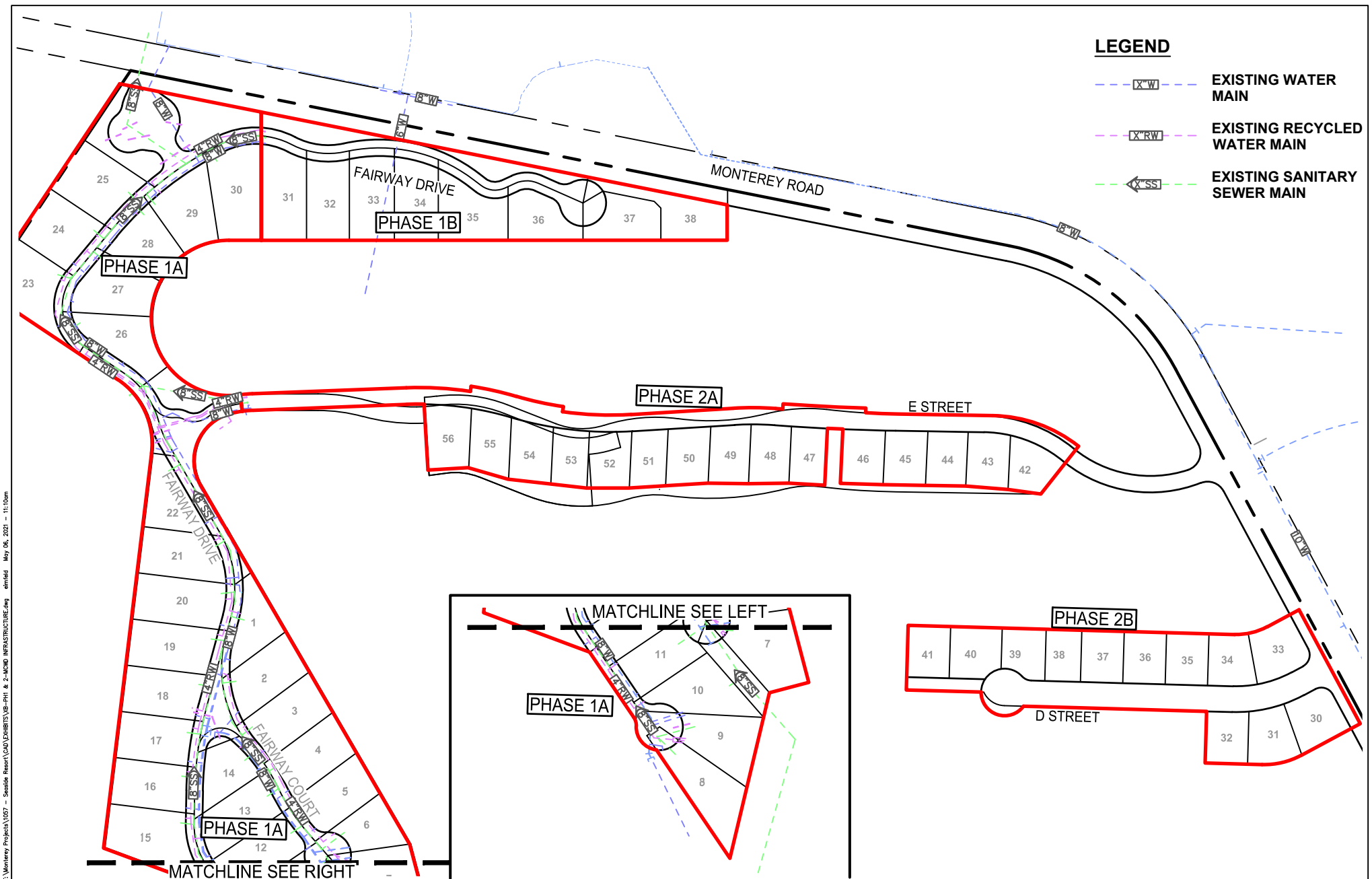
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**PHASE 1A, 1B, 2A, & 2B PROPERTY MAP**  
**THE ENCLAVE**  
 SEASIDE, CALIFORNIA



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





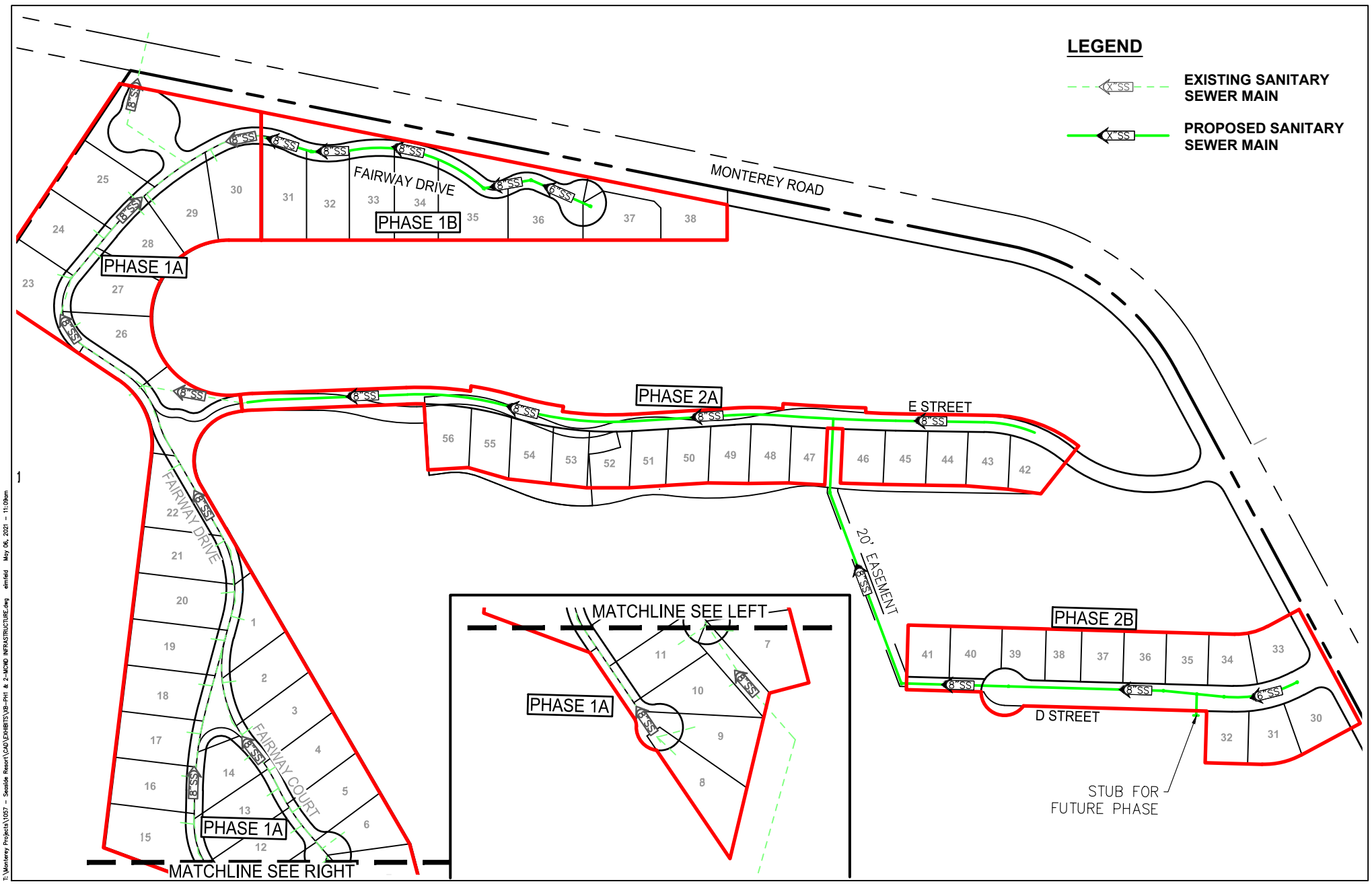
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**PHASE 1A, 1B, 2A, & 2B EXISTING INFRASTRUCTURE**  
**THE ENCLAVE**  
 SEASIDE, CALIFORNIA



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





**LEGEND**

- EXISTING SANITARY SEWER MAIN
- PROPOSED SANITARY SEWER MAIN

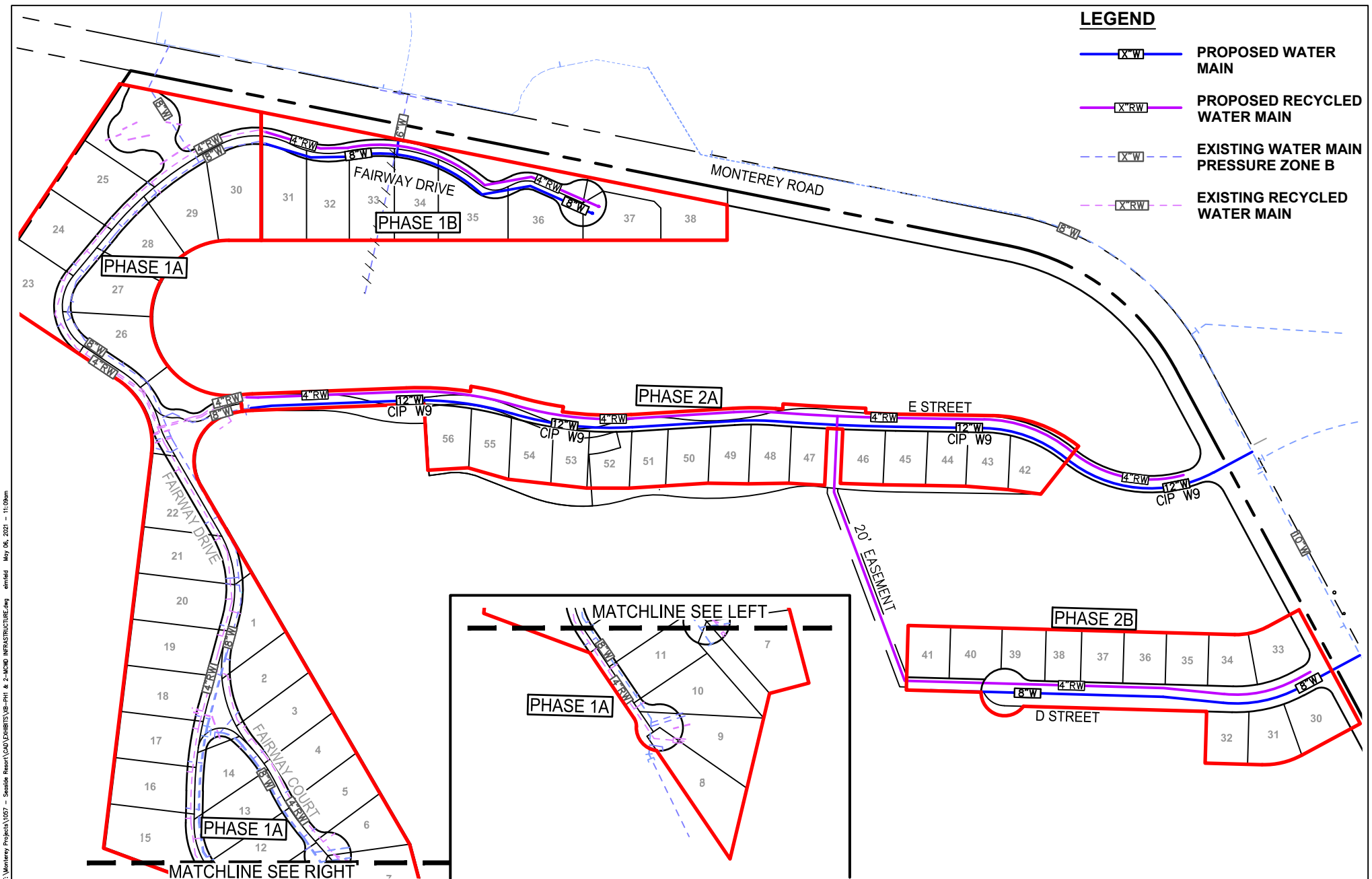
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**PHASE 1A, 1B, 2A, & 2B SANITARY SEWER**  
**THE ENCLAVE**  
 SEASIDE, CALIFORNIA



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





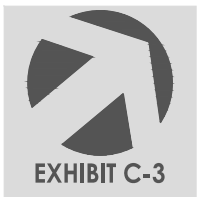
- LEGEND**
- [X" W] **PROPOSED WATER MAIN**
  - [X" RW] **PROPOSED RECYCLED WATER MAIN**
  - [X" W] **EXISTING WATER MAIN PRESSURE ZONE B**
  - [X" RW] **EXISTING RECYCLED WATER MAIN**

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**PHASE 1A, 1B, 2A, & 2B WATER INFRASTRUCTURE**  
**THE ENCLAVE**  
 SEASIDE, CALIFORNIA



Civil Engineering  
 Land Surveying  
 6 Harris Court  
 Monterey, California  
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## EXHIBIT D

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

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

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

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

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

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

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

Contractor;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Marina Coast Water District  
11 Reservation Road  
Marina, CA 93933



Attn: Management Services Administrator

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

MASTER DRAFT

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 11-A

Meeting Date: June 21, 2021

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2021-35 to Adopt the 2020 Urban Water Management Plan

Staff Recommendation: The Board conduct a public hearing to receive comments on the Marina Coast Water District 2020 Urban Water Management Plan. Following the closure of the public hearing, the comments received may be contemplated and the 2020 Urban Water Management Plan can be considered for adoption by the 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.*

Pursuant to California law, all wholesale and retail municipal water suppliers serving over 3,000 connections or 3,000 acre-feet of water per year must prepare an Urban Water Management Plan (UWMP) every five years. The 2015 Marina Coast Water District (MCWD) UWMP was adopted by the Board on June 6, 2016 (Resolution No. 2016-33).

Discussion/Analysis: In accordance with the California UWMP Act, a notice of preparation of the proposed 2020 UWMP was posted to the District’s website and mailed to the affected cities and county (or land use jurisdiction) in January 2021.

The Executive Summary of the 2020 UWMP along with a link to the complete plan was distributed to the land use jurisdictions on May 20, 2021, with a deadline for comments of 5:00 p.m. on Friday, June 18, 2021. Public advertisement(s) for this document were run in local newspapers, with the same deadline for written comments. All comments received will be included in the Appendices of the adopted 2020 UWMP. Updated plans for the 2020 planning cycle must be adopted by July 1, 2021.

Environmental Impact: None required.

Financial Impact:  Yes  No Funding Source/Recap: Funding of the plan was included in the 2020/2021 Water Resources Department Budget.

Other Considerations: The Board can choose not to hold a public hearing, not adopt the plan, and/or direct staff as appropriate.

Material Included for Information/Consideration: Resolution No. 2021-35; and, [2020 Marina Coast Water District Urban Water Management Plan \(provided separately\)](#).

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

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Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

June 21, 2021

Resolution No. 2021-35  
Resolution of the Board of Directors  
Marina Coast Water District  
Adopting the Marina Coast Water District 2020 Urban Water Management Plan

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 21, 2021, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq, known as the Urban Water Management Plan Act) during the 1983-84 Regular session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually, prepare an Urban Water Management Plan (UWMP), the primary objective of which is to plan for conservation and efficient use of water; and,

WHEREAS, the District is an urban supplier of water providing water to more than 3,000 customers; and, WHEREAS, the Plan must be adopted, after a public review and hearing, and must be filed with the California Department of Water Resources within thirty days of adoption; and,

WHEREAS, pursuant to Water Code §10642 the District mailed notices to affected cities and to Monterey County Water Resources Agency in January 2021, solicited input from affected land use jurisdictions in which the District serves water, prepared and circulated the 2020 UWMP in May 2021, publicly noticed and conducted a public hearing on the 2020 UWMP on June 21, 2021; and,

WHEREAS, pursuant to Water Code §10632, the UWMP must also contain a Water Shortage Contingency Plan, which the Board of Directors has adopted by separate resolution; and,

WHEREAS, copies of the adopted 2021 UWMP will be transmitted to land use jurisdictions in which the District serves water, the Monterey County Water Resources Agency, and the plan shall be made available on the District’s website.

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

1. Approves and adopts the 2021 Urban Water Management Plan, and,
2. Authorizes and directs the General Manager to file the 2021 Urban Water Management Plan with the California Department of Water Resources within 30 days after this date.

PASSED AND ADOPTED on June 21, 2021, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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

ATTEST:

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

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-35 adopted June 21, 2021.

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

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 11-B

Meeting Date: June 21, 2021

Prepared By: Don Wilcox

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2021-36 to Accept the District's Five-Year Capital Improvements Program Budget

Staff Recommendation: The Board of Directors is requested to consider adopting Resolution No. 2021-36 approving the District Five-Year Capital Improvements Program (CIP) Budget.

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

Each year, the District follows a budget development process for Board approval of the District's annual budget. The annual update of the District's Five-Year CIP program follows the same schedule. The draft FY 2021/2022 Five-Year CIP was presented to the Board for review and direction on May 10, 2021.

Discussion/Analysis: On May 10, 2021, the Board held its budget workshop and provided direction to staff for the preparation of the final budget documents and the final Five-Year CIP.

The attached Final Five-Year CIP includes some minor edits since the Budget Workshop, with the changes highlighted. Some of the edits were to correct project names and project numbers and there were also project two changes identified below:

1. OW-0306: D-Zone Booster Pump Replacement - moved from FY 2021/2022 to 2022/2023 due to funding
2. WD-0379: Administrative & Customer Service Office Maintenance – new project

The attached Final Five-Year CIP project list includes edits since the Budget Workshop, with the changes highlighted. The Final Five-Year CIP includes projects in progress in the current Fiscal Year (FY 2020-2021), the upcoming FY 2021-2022, and those required in future years. Projects needed in the next five years are shown with funding in their proposed FY, and the remaining projects are shown in "Out Years" (beyond FY 2025-2026). The Category column in the table indicates the project addresses an existing deficiency (E), a single development project (S), or multiple development projects (M). The majority of the projects are needed to address existing deficiencies (aging equipment requiring replacement, pipeline mains that have failed in recent years and water storage tanks).

Projects are listed by service area and system. General Water (GW) and General Sewer (GS) projects affect both service areas. District-wide projects (WD) affect all four cost centers. Water augmentation projects are listed at the very end.

Overall CIP project cost estimates not only include anticipated construction costs, but also include "soft" costs such as design, environmental, admin, legal and construction management costs. In

addition, each year the Five-Year CIP is continued/extended it needs to include an overall project cost escalator, the District uses the Engineering News Record (ENR) construction cost index (CCI), as necessary to cover annual cost increases similar to using a CPI to cover inflation costs.

Some of the projects carried over from the FY 2020-2021 Five-Year CIP have moved earlier or later compared to the previous year's budget projections due to the observed pace of redevelopment in the Ord Community and synchronizing pipeline projects with the related road improvements by the land use jurisdictions.

Some significant changes to this year's Five-Year CIP include an updated projects list based on the May 2020 Akel Water, Sewer and Recycled Water Master Plans accepted by the Board on May 18, 2020. Those Master Plans recommended the bulk of the new projects on this year's Five-Year CIP.

Another significant change to this year's Five-Year CIP is the addition of water system facility maintenance/rehabilitation projects. These projects are necessary to periodically refresh critical facilities such as wells, reservoirs and pump stations that need to be taken out of service for major maintenance to maintain reliability and meet water quality requirements. Keeping up with major maintenance also helps to ensure that the District receives the maximum useful service life from facilities.

The highest priority wastewater project is the replacement of the Gigling Force Main Improvement Project. The Gigling force main has ruptured and leaked many times over the years and needs replacement. The most recent rupture was on May 24, 2021.

The highest priority water project is the A-Zone 3.2 MG water storage reservoirs and B/C Booster pump station project. The Board entered into an agreement with California State University in 2006 to locate the A-Zone reservoirs and B/C Booster pump station on the CSUMB campus. The District obtained easements for the project and is now entering the construction phase. The tanks will be located at an elevation allowing fire flows to be met and improving operational efficiency. The B/C Booster pumps will be relocated from the sand tank next to the A-zone reservoirs boosting the water into the B- and C-Zones. Once completed and in operation, the Sand Tank and existing B/C Booster Pump Station, which were constructed before 1963, will be demolished for development in Marina Heights.

Environmental Review Compliance: None.

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

Materials Included for Information/Consideration: Resolution No. 2021-36; and, Final Five-Year CIP Budget.

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

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Board Action

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

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

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

June 21,2021

Resolution No. 2021-36  
Resolution of the Board of Directors  
Marina Coast Water District  
Approving the District’s Five-Year Capital Improvements Program Budget  
for the Central Marina and Ord Community Service Areas

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 21, 2021, via a videoconference pursuant to Gov. Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Marina Coast Water District ("District") staff prepared and previously presented the Draft FY 2021-2022 Budget which includes projected revenues, expenditures and capital improvement projects for Central Marina and the Ord Community Water, Recycled Water and Wastewater systems; and,

WHEREAS, the attached Final Five-Year Capital Improvement Projects Budget for the Central Marina and Ord Community provides for funds necessary to meet capital expenses for sound operation and provision of the water, recycled water and wastewater facilities and to enable the District to provide continued water, recycled water and sewer services within the existing service areas in Central Marina and the Ord Community; and,

WHEREAS, based upon staff’s recommendations, the Board has determined that the Final Five-Year Capital Improvement Projects Budget should be adopted.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Marina Coast Water District does hereby approve and adopt the Final Five-Year Capital Improvement Projects budget for Central Marina and the Ord Community.

PASSED AND ADOPTED on June 21, 2021 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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

ATTEST:

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



CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-36 adopted on June 21, 2021.

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Remleh Scherzinger, Secretary

Marina Coast Water District								E=	CIP supports existing Infrastructure		
DRAFT Five-Year CIP								S=	CIP supports a single parcel's or owner's project		
FY 2021-2026								M=	CIP supports projects for multiple parcels or owners		
CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT	TOTAL	CATEGORY	
	Marina Water	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS			
MW-0302	Crescent Avenue Connector to Reservoir 2	\$0	\$196,000	\$0	\$0	\$0	\$0	\$0	\$196,000		
MW-0111	Beach Road Pipeline (M-P2)	\$0	\$0	\$0	\$1,079,000	\$0	\$0	\$0	\$1,079,000	E	
MW-0304	Marina Sta. (Armstrong Ranch) Development (M-P3)	\$0	\$0	\$0	\$2,997,000	\$0	\$0	\$0	\$2,997,000	S	
MW-0321	California Avenue Pipeline (M-P4)	\$0	\$0	\$0	\$0	\$0	\$584,000	\$0	\$584,000	M	
MW-0322	Lynscott Drive Pipeline Replacement (M-P5)	\$0	\$0	\$0	\$0	\$0	\$684,000	\$0	\$684,000	S	
	Subtotal	\$0	\$196,000	\$0	\$4,076,000	\$0	\$1,268,000	\$0	\$5,540,000		
CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT	TOTAL	CATEGORY	
	Marina Sewer	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS			
MS-0323	Cove Way & Cardoza Ave - Abdy Way to Reservation Road Gravity Main (M-P1)	\$0	\$100,000	\$1,011,700	\$0	\$0	\$0	\$0	\$1,111,700	M	
MS-0324	Reservation Road - Cardoza Ave to 150' S of Seaside Circle (M-P2)	\$0	\$0	\$0	\$0	\$0	\$100,000	\$970,900	\$1,070,900	M	
MS-0202	Carmel Ave Sewer Main Improvement Projects (M-P4 & M-P5)	\$0	\$0	\$60,000	\$380,400	\$0	\$0	\$0	\$440,400	E	
MS-0325	San Pablo Condition Improvements (M-COND-LSSP)	\$0	\$0	\$0	\$0	\$0	\$0	\$46,200	\$46,200	E	
MS-0205	Reservation Road - 200 ft West of Crest View Court to Nicklas Ln (M-P8)	\$0	\$0	\$0	\$0	\$236,500	\$0	\$0	\$236,500	M	
MS-0137	Reservation Road - Via Del Camino to Del Monte Blvd (M-P7)	\$0	\$0	\$0	\$0	\$0	\$489,800	\$0	\$489,800	M	
MS-0326	Peninsula Drive and Vista Del Camino Improvements (M-P3)	\$0	\$0	\$0	\$0	\$0	\$0	\$699,200	\$699,200	E	
MS-0327	Lake Drive Pipeline Replacement (M-P6)	\$0	\$0	\$0	\$0	\$0	\$0	\$754,300	\$754,300	M	
MS-0328	Dunes Lift Station Capacity Improvement (M-LSD)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,093,400	\$2,093,400	E	
MS-0329	Del Monte Blvd Gravity Main Replacement (MS-M2)	\$0	\$0	\$0	\$0	\$0	\$0	\$553,161	\$553,161	E	
MS-0207	Marina WWTP Demolition (MS-M1)	\$0	\$0	\$0	\$0	\$0	\$0	\$883,300	\$883,300	E	
	Subtotal	\$0	\$100,000	\$1,071,700	\$380,400	\$236,500	\$589,800	\$6,000,461	\$8,378,861		

CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT	TOTAL	CATEGORY
	Ord Water	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS		
OW-0206B	Inter-Garrison Rd Pipeline Up-Sizing Schoonover to E Garrison (OW-0206)	\$0	\$750,000	\$0	\$0	\$0	\$0	\$0	\$750,000	M
OW-0202	South Boundary Road Pipeline (O-P26)	\$10,000	\$0	\$0	\$2,660,000	\$0	\$0	\$0	\$2,670,000	M
OW-0306	D-Zone Booster Pump Replacement	\$0	\$0	\$80,000	\$0	\$0	\$0	\$0	\$80,000	E
OW-0201	Gigling Transmission from D Booster to GJM Blvd (O-P3)	\$0	\$99,000	\$811,000	\$0	\$0	\$0	\$0	\$910,000	E
OW-0127	5th St from 3rd to 1st st (O-P1)	\$0	\$0	\$0	\$298,000	\$0	\$0	\$0	\$298,000	E
OW-0330	Recondition Reservoir 2 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	E
OW-0331	Recondition Huffman Reservoir (paint, corrosion repair, valves, etc.)	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	E
OW-0332	Recondition Reservoir B1 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	E
OW-0333	Recondition Reservoir C1 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$300,000	E
OW-0334	Recondition Reservoir C2 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	E
OW-0335	Recondition Reservoir D1 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	E
OW-0336	Recondition Reservoir A1 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	E
OW-0337	Recondition Reservoir A2 (paint, corrosion repair, valves, etc.)	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	\$300,000	E
OW-0167	1st Ave From Light Fighter to Gigling Ave (O-P2)	\$0	\$0	\$0	\$595,000	\$0	\$0	\$0	\$595,000	E
OW-0210	Sand Tank Demolition (O-T-SAND)	\$0	\$0	\$0	\$552,000	\$0	\$0	\$0	\$552,000	E
OW-0339	Zone B Fire Flow Improvements FROM Monterey Rd to Leinbach Ave (O-P4)	\$0	\$0	\$0	\$0	\$960,000	\$0	\$0	\$960,000	E
OW-0340	Seaside Resort Pipeline (O-P5)	\$0	\$0	\$0	\$0	\$0	\$2,108,000	\$0	\$2,108,000	S
OW-0341	Seaside Resort Pipeline - Coe Avenue (O-P6)	\$0	\$0	\$0	\$0	\$0	\$684,000	\$0	\$684,000	M
OW-0342	Seaside East Pipeline - Zone D (O-P7)	\$0	\$0	\$0	\$0	\$0	\$535,000	\$0	\$535,000	M
OW-0343	Parker Flats Cutoff Road Pipeline O-P10)	\$0	\$0	\$0	\$0	\$0	\$2,030,000	\$0	\$2,030,000	M
OW-0344	Inter Garrison from 1400' w of Abrams to future Res B Fill Valve (O-P16)	\$0	\$0	\$0	\$0	\$0	\$0	\$3,843,000	\$3,843,000	M
OW-0345	From Inter Garrison to future Res B (O-P17)	\$0	\$0	\$0	\$0	\$0	\$0	\$565,000	\$565,000	M
OW-0346	Watkins Gate to future Res B (O-P21)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,219,000	\$1,219,000	M
OW-0171	Eucalyptus Rd Pipeline (O-P8)	\$0	\$0	\$0	\$0	\$0	\$4,312,000	\$0	\$4,312,000	M
OW-0216	UCMBEST Pipeline (O-P24)	\$0	\$0	\$0	\$0	\$0	\$5,349,000	\$0	\$5,349,000	S
OW-0347	New 0.8 MG Reservoir @ Travel Camp site (O-T-B-EG)	\$0	\$0	\$0	\$0	\$0	\$0	\$4,337,000	\$4,337,000	M
O-FILL-B-EG	New pressure reducing fill valve on Inter Garrison Rd (O-FILL-B-EG)	\$0	\$0	\$0	\$0	\$0	\$0	\$137,000	\$137,000	M
	Subtotal	\$10,000	\$849,000	\$2,091,000	\$4,105,000	\$960,000	\$15,018,000	\$11,301,000	\$34,334,000	

CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT		CATEGORY
		Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS	TOTAL	
	<b>Ord Sewer</b>									
OS-0348	Odor Control for Imjin Gravity (G-1)	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	E
OS-0350	Imjin Parkway Gravity Sewer Manhole Rehabilitations (MCWD-1)	\$0	\$75,000	\$0	\$0	\$0	\$0	\$0	\$75,000	E
OS-0147	Ord Village Sewer Pipeline & Lift Station Impr Project (O-FM2, O-LSO)	\$96,000	\$2,897,000	\$0	\$0	\$0	\$0	\$0	\$2,993,000	E
OS-0152	Booker & Hatten LS Improvements Project (O-LSB)	\$0	\$798,000		\$0	\$0	\$0		\$798,000	E
OS-0218	Gigling LS and FM Improvements (O-LSG)	\$0	\$2,021,079	\$0	\$0	\$0	\$0	\$0	\$2,021,079	E
OS-0351	Inter Garrison/8th Avenue Gravity Sewer Connection (MS-04)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,035,000	\$1,035,000	M
OS-0154	Del Rey Oaks-Collection System Planning (MS-01)	\$0	\$0	\$0	\$61,200	\$0	\$0	\$0	\$61,200	S
OS-0215	Demolish Ord Main Garrison WWTP (MS-05)	\$0	\$0	\$0	\$1,623,648	\$0	\$0	\$0	\$1,623,648	E
OS-0148	Sea Haven Sewer Pipeline Improvements Project (O-P4)	\$0	\$0	\$0	\$0	\$0	\$668,700	\$0	\$668,700	M
OS-0153	Misc Lift Station Improvements (MS-07)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,497,360	\$1,497,360	E
OS-0202	Gravity Sewer Improvements-DRO (MS-02)	\$0	\$0	\$0	\$0	\$0	\$502,454	\$1,537,510	\$2,039,964	M
OS-0151	Cypress Knolls Sewer Pipeline Improvements Project (MS-08)	\$0	\$0	\$0	\$0	\$0	\$0	\$97,424	\$97,424	S
OS-0150	East Garrison Lift Station Improvements (O-COND-LSEG)	\$0	\$0	\$0	\$0	\$0	\$0	\$60,700	\$60,700	E
OS-0352	Fritzche Lift Station Improvements (O-COND-LSFR)	\$0	\$0	\$0	\$0	\$0	\$0	\$117,700	\$117,700	E
OS-0206	Reservation Road Lift Station Improvements (O-COND-LSRR)	\$0	\$0	\$0	\$0	\$0	\$0	\$74,700	\$74,700	E
OS-0210	1st Ave Sewer Pipeline Replacement Project (O-P12)	\$0	\$0	\$0	\$0	\$0	\$0	\$408,340	\$408,340	M
OS-0214	Intergarrison/8th Ave SS (for East-West Connector developments)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,035,000	\$1,035,000	M
OS-0213	MOW Capacity Buy-In Beyond 2.2 MGD (MS-03)	\$0	\$0	\$0	\$0	\$0	\$0	\$11,040,808	\$11,040,808	M
OS-0353	Sewer Improvements-Seaside East - Eucalyptus Road (O-P13)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,147,500	\$2,147,500	S
OS-0216	Sewer Improvements-Seaside East (MS-06)	\$0	\$0	\$0	\$0	\$0	\$0	\$6,480,079	\$6,480,079	S
OS-0354	Replace existing 10-inch gravity with 15-24-inch near 4th Ave (O-P9)	\$0	\$0	\$0	\$0	\$0	\$0	\$942,700	\$942,700	S
	Subtotal	\$96,000	\$5,891,079	\$0	\$1,684,848	\$0	\$1,171,154	\$26,474,821	\$35,317,902	

CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT	TOTAL	CATEGORY
		Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS		
	<b>General Water (29% Marina, 71% Ord)</b>									
GW-0123	B2" Zone Tank @ CSUMB " (W27)	\$0	\$140,000	\$1,275,000	\$8,102,000	\$0	\$0	\$0	\$9,517,000	M
GW-0311	Recondition Intermediate Reservoir (paint, corrosion repair, valves, etc.) (MCWD)	\$5,000	\$190,000	\$0	\$0	\$0	\$0	\$0	\$195,000	E
GW-0312	Repair/Replace Valves @ Intermediate Reservoir (MCWD)	\$5,000	\$130,000	\$0	\$0	\$0	\$0	\$0	\$135,000	E
GW-0112	A1 & A2 Zone Tanks & B/C Booster Station (G-T-A1, G-T-A2, G-PS-B, G-P2-5)	\$800,000	\$8,325,000	\$6,006,990	\$0	\$0	\$0	\$0	\$15,131,990	M
GW-0356	Pressure Reducing Valve Rebuilds (OW-67%; MW-33%) (MCWD)	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000	E
GW-0357	Intertie Meter Replacement (MCWD) (GW-0307)	\$81,000	\$0	\$0	\$0	\$0	\$0	\$0	\$81,000	E
GW-0358	Marina Heights Transmission Main (G-P8)	\$0	\$0	\$0	\$0	\$2,120,000	\$0	\$0	\$2,120,000	S
GW-0210	Reservoir 1.5mg A3 (G-T-A3)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,008,000	\$7,008,000	M
GW-0359	Replace pump @Well 35 (G-W35)	\$0	\$0	\$0	\$0	\$0	\$0	\$103,000	\$103,000	E
GW-0360	Wellhead Treatment for Wells 30, 31, 34, 35 (G-W1)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,801,000	\$2,801,000	E
GW-0361	2nd Avenue extension from Imjin Rd to Reindollar Ave (G-P1)	\$0	\$0	\$0	\$1,890,000	\$0	\$0	\$0	\$1,890,000	E
GW-0366	Imjin Rd/Imjin Pkwy from 8th St to Abrams Dr (G-P6)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,169,000	\$1,169,000	M
GW-0367	Imjin Pkwy from Abrams to Marina Heights Dr (G-P7)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,640,000	\$1,640,000	M
GW-0368	Marina heights Dev from California Ave to aprox 600'N of MacArthur Dr (G-P8)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,120,000	\$2,120,000	M
GW-0369	3rd Ave from future T-A3 to 6th Ave (G-P12)	\$0	\$0	\$0	\$0	\$0	\$0	\$178,000	\$178,000	E
GW-0370	Rehabilitation of Well #31	\$0	\$0	\$150,000	\$0	\$0	\$0	\$0	\$150,000	E
GW-0371	Rehabilitation of Well #29	\$0	\$0	\$0	\$150,000	\$0	\$0	\$0	\$150,000	E
GW-0372	Rehabilitation of Well #30	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$150,000	E
GW-0373	Rehabilitation of Well #11	\$0	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000	E
GW-0374	Rehabilitation of Well #10	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	E
GW-0375	Rehabilitation of Well #34	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	E
GW-0376	Rehabilitation of Well #35 (WG)	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	E
GW-0378	Rehabilitation of Well #12	\$0	\$0	\$0	\$0	\$0	\$0	\$750,000	\$750,000	E
	Subtotal	\$891,000	\$8,885,000	\$7,431,990	\$10,142,000	\$2,270,000	\$150,000	\$16,219,000	\$45,988,990	

CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT	TOTAL	CATEGORY
	District-Wide (24% MW, 6%MS, 56%OW, 14%OS)	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS		
WD-0379	Administrative & Customer Service Office Maintenance	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0	\$30,000	E
WD-0106	Corp Yard Demolition & Rehab (G-WD1)	\$15,000	\$450,000	\$0	\$0	\$0	\$0	\$0	\$465,000	E
WD-0309	Human Machine Interface (HMI) Pump Station Installation (MCWD)	\$325,000	\$0	\$0	\$0	\$0	\$0	\$0	\$325,000	E
	Subtotal	\$340,000	\$480,000	\$0	\$0	\$0	\$0	\$0	\$820,000	

CIP/MP No.	PROJECT DESCRIPTION	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	OUT	TOTAL	CATEGORY
	Water Augmentation	Estimated	Proposed	Proposed	Proposed	Proposed	Proposed	YEARS		
RW-0174; 0306	RUWAP - Distribution System (P-1, 2, 4, 5, 6, 7, 8; PRV-1-6)	\$8,429,687	\$2,947,226	\$0	\$0	\$0	\$0	\$0	\$11,376,913	M
TRT-2	Onsite Conversions @ CSUMB (TRT-2)	\$0	\$0	\$750,000	\$0	\$0	\$0	\$0	\$750,000	S
TRT-1	Advance Water Treatment (TRT-1)	\$0	\$0	\$0	\$0	\$20,235,647	\$0	\$0	\$20,235,647	M
P-3	Distribution Pipeline -Abrams Rd. from Imjin to Bunker Hill (P-3)	\$0	\$0	\$0	\$0	\$0	\$421,146	\$0	\$421,146	S
P-9	Distribution Pipeline -from Black Horse Res. to Eucalyptus Rd. (P-9)	\$0	\$0	\$0	\$0	\$0	\$0	\$571,055	\$571,055	M
P-10	Distribution Pipeline - Normandy from GJM Blvd to Parker Flats Rd. (P-10)	\$0	\$0	\$0	\$0	\$0	\$0	\$430,302	\$430,302	M
WAP 1	Advance Water Treatment (WAP-1)	\$0	\$0	\$0	\$12,973,333	\$0	\$0	\$0	\$12,973,333	M
WAP 2	Distribution Facilities (WAP-2)	\$0	\$0	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000	M
WAP 3	Monitoring Wells (WAP-3)	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$500,000	M
WAP 4	Injection Well Facilities (WAP-4)	\$0	\$0	\$0	\$5,526,667	\$0	\$0	\$0	\$5,526,667	M
	Subtotal	\$8,429,687	\$2,947,226	\$750,000	\$20,000,000	\$20,235,647	\$421,146	\$1,001,357	\$53,785,063	

CAPITAL IMPROVEMENTS PROJECTS TOTAL FOR ALL FUNDS EACH FISCAL YEAR      \$9,766,687      \$19,348,305      \$11,344,690      \$40,388,248      \$23,702,147      \$18,618,100      \$60,996,639      \$184,164,816

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 11-C

Meeting Date: June 21, 2021

Submitted By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2021-37 to Approve the Marina Coast Water District Budget for FY 2021-2022

Staff Recommendation: The Board of Directors adopt Resolution No. 2021-37 approving the Marina Coast Water District Budget for FY 2021-2022.

Background: *Strategic Plan, Objective No. 3 – To manage public funds to assure financial stability, prudent rate management, and demonstrate responsible stewardship. Our fiscal strategy is to forecast, control and optimize income and expenditures in an open and transparent manner. We will efficiently use our financial resources to assure availability to fund current and future demands.*

On February 16, 2021, the Board originally set the date for the FY 2021-2022 Budget Workshop for April 19, 2021. The workshop was rescheduled to the May 10, 2021, Special Board meeting in order to have the full participation of the Board.

Discussion/Analysis: Based on Board discussion from the May 10<sup>th</sup> Budget Workshop and further refinements from staff, the FY 2021-2022 was presented to the Budget and Personnel Committee (“Committee”) on June 2, 2021, for review. The Committee voted to recommend the adoption of the FY 2021-2022 District Budget by the Board. A detailed list of line-item revisions from the May 10, 2021 version of the FY 2021-2022 Budget has been included for the Board’s consideration.

Environmental Review Compliance: None.

Financial Impact:  Yes  No Funding Source/Recap: None

Materials Included for Information/Consideration: Resolution No. 2021-37; [FY 2021-2022 District Budget](#) dated June 21, 2021, and [List of Revisions to the May 10, 2021 version of the FY 2021-2022 District Budget](#) (provided separately).

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

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Board Action

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

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

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

June 21, 2021

Resolution No. 2021 - 37  
Resolution of the Board of Directors  
Marina Coast Water District

To Approve the Marina Coast Water District Budget for FY 2021-2022

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 21, 2021, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, staff prepared and presented the FY 2021-2022 Budget that includes projected revenues, expenditures, and capital improvement projects for the five cost centers of the District’s Water, Wastewater, and Recycled Water systems, including the area remaining within the jurisdiction of the U.S. Army; and,

WHEREAS, the current rates, fees, and charges; excluding capacity fees for Central Marina service area were adopted by the Board when they adopted Ordinance No. 60; and,

WHEREAS, the current rates, fees, and charges; excluding capacity fees for the Ord Community service area were adopted by the Board when they adopted Resolution No. 2018-12; and,

WHEREAS, the District Board reviewed the proposed FY 2021-2022 Budget on May 10, 2021; and,

WHEREAS, the District Budget and Personnel Committee reviewed the proposed FY 2021-2022 Budget on June 1, 2021, and recommended approval of the FY 2021-2022 Budget by the Board.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby adopt this resolution to approve the FY 2021-2022 Budget of the Marina Coast Water District.

PASSED AND ADOPTED on June 21, 2021, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

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

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

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

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

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



ATTEST:

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

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2021-37 adopted June 21, 2021.

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

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 11-D

Meeting Date: June 21, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2021-38 to Approve a Revision to the Board Procedures Manual – Section 36

Staff Recommendation: The Board of Directors approve the latest addition to the Board Procedures Manual (BPM).

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

Discussion/Analysis: Director Cortez requested to look at Board compensation for attending Board and Committee meetings. Since February 2021, the Budget and Personnel Committee has been discussing compensation for Board and Committee meetings and revising the language for the BPM. On June 1, 2021 the Budget and Personnel Committee requested forwarding this revision to the Board for consideration.

Pursuant to Committee discussion, staff has added the revised language to Section 36 – Board Member Compensation as follows:

Each member of the Board of Directors will receive compensation for his/her services at a rate of \$50 for attending each District Board/Committee meeting. ~~No compensation will be paid to any Director for attending other types of meetings such as standing, special or ad-hoc committees.~~

Environmental Review Compliance: None required.

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

Other Considerations: The Board of Directors can approve the suggested changes, or they can request that the BPM be brought back for further revisions.

Material Included for Information/Consideration: Resolution No. 2021-38; redlined version and final version.

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

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Board Action

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

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

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

June 21, 2021

Resolution No. 2021-38  
Resolution of the Board of Directors  
Marina Coast Water District  
Revising the Board Procedures Manual – Section 36

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on June 21, 2021, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, the Board Procedures Manual is periodically revised and the last revision was made on January 20, 2021; and,

WHEREAS, a Director has requested revising the language Board member compensation for attending Board meetings; and,

WHEREAS, the Budget and Personnel Committee has discussed this change and recommended bringing it before the Board for consideration; and,

WHEREAS, the suggested revisions to the BPM have been reviewed and approved by Legal Counsel.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve the suggested revisions and updates to the Board Procedures Manual and directs staff to finalize the revisions.

PASSED AND ADOPTED on June 21, 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, Vice President

ATTEST:

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

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2021-38 adopted June 21, 2021.

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Remleh Scherzinger, Secretary

## GENERAL BOARD POLICIES

### 36. Board Member Compensation

Each member of the Board of Directors will receive compensation for his/her services at a rate of \$50 for attending each District Board/Committee meeting. ~~No compensation will be paid to any Director for attending other types of meetings such as standing, special or ad hoc committees.~~

### 37. Director's Legal Liabilities

The District will defend and indemnify Directors from any claim, liability or demand that arises out of a Director's performance of his/her duties or responsibilities as a Director or officer of the District to the fullest extent permitted by law.

### 38. Gifts

Each Director should comply with the gift provision in the MCWD Employee Handbook and are prohibited from accepting, directly or indirectly, any gift, rebate, money, or anything else of value greater than \$25 from suppliers, consultants or contractors with whom the District has past, current or potential business relations. In addition, each Director should comply with the limitations and restrictions on gifts, honoraria, travel, and loans as prescribed by the Political Reform Act (Gov. C. 81000 et seq.) and by the Fair Political Practices Commission (Title 2, CCR 18110 et seq.). If the MCWD Employee Handbook and the Political Reform Act/FPPC regulations conflict, the Director should comply with the more restrictive requirement. Upon request, the General Manager will provide a Director with the latest version of the Employee Handbook.

### 39. Political Activity

It is the policy of the District to prohibit Directors from engaging in political activities on the premises of the District, and to prohibit Directors, from using any District property equipment, machines or tools for any political activities or purposes except as a part of their duties as a member of the Board of Directors. All permitted political activities should comply with all current Federal, State and local laws and regulations and District policies and procedures.

## GENERAL BOARD POLICIES

### 36. Board Member Compensation

Each member of the Board of Directors will receive compensation for his/her services at a rate of \$50 for attending each District Board/Committee meeting.

### 37. Director's Legal Liabilities

The District will defend and indemnify Directors from any claim, liability or demand that arises out of a Director's performance of his/her duties or responsibilities as a Director or officer of the District to the fullest extent permitted by law.

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Each Director should comply with the gift provision in the MCWD Employee Handbook and are prohibited from accepting, directly or indirectly, any gift, rebate, money, or anything else of value greater than \$25 from suppliers, consultants or contractors with whom the District has past, current or potential business relations. In addition, each Director should comply with the limitations and restrictions on gifts, honoraria, travel, and loans as prescribed by the Political Reform Act (Gov. C. 81000 et seq.) and by the Fair Political Practices Commission (Title 2, CCR 18110 et seq.). If the MCWD Employee Handbook and the Political Reform Act/FPPC regulations conflict, the Director should comply with the more restrictive requirement. Upon request, the General Manager will provide a Director with the latest version of the Employee Handbook.

### 39. Political Activity

It is the policy of the District to prohibit Directors from engaging in political activities on the premises of the District, and to prohibit Directors, from using any District property equipment, machines or tools for any political activities or purposes except as a part of their duties as a member of the Board of Directors. All permitted political activities should comply with all current Federal, State and local laws and regulations and District policies and procedures.

Marina Coast Water District  
Agenda Transmittal

Agenda Item: 11-E

Meeting Date: June 21, 2021

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

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

Staff Recommendation: The Board of Directors provide direction on the election 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.*

Discussion/Analysis: Seat A of the Coastal Network to CSDA’s Board is up for election for the 2021-2023 term. CSDA asked for nominations to Seat A of the Coastal Network on their Board to be submitted by July 16, 2021. They received two nomination forms for Seat A, Elaine Magner of Pleasant Valley Recreation and Park District; and Hugh Rafferty of Santa Maria Public Airport District. Copies of their candidate information is attached. On June 17th, CSDA emailed electronic ballots which are due back to them by July 16, 2021.

Environmental Review Compliance: None required.

Financial Impact:  Yes  No Funding Source/Recap: None.

Other Considerations: The Board can decide to not submit a ballot.

Material Included for Information/Consideration: CSDA candidate information for Coastal Network Seat A.

Action Required:  Resolution  Motion  Review

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Board Action

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

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

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



**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:** Elaine Magner

**District/Company:** Pleasant Valley Recreation and Park District

**Title:** Board Director

**Elected/Appointed/Staff:** Elected

**Length of Service with District:** Since February 2008

**1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):**

I currently serve on the CSDA Board of Directors as the Vice President. As the CSDA Vice President I serve on all CSDA committees. In the past I have been on the Fiscal, Audit, Elections and Bylaws, Membership and Professional Development and provide input to many of the CSDA Expert Feedback Teams including Human Resources and Personnel, Governance and Revenue Teams. Also I am one of the three CSDA board directors on the Special Districts Leadership Foundation (SDLF) and the CSDA representative on the SDLF Scholarship Committee.

I attend CSDA Legislative Days and Exhibitors Showcase annually.

**2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):**

No

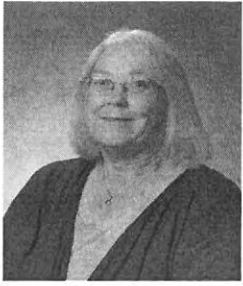
**3. List local government involvement (such as LAFCo, Association of Governments, etc.):**

Serve as the Pleasant Valley Recreation and Park District representative to the Ventura County Special Districts Association. Am one of the PVRPD Board members on the City of Camarillo/PVRPD Liaison Committee focusing on senior needs including facilities.

**4. List civic organization involvement:**

Member of the Camarillo Health Care District Early Morning Executive Panel – pre-COVID.





Fellow Coastal Network Members,

Having represented the Coastal Network as a CSDA Board member since 2016, I'm requesting your support for re-election.

I'm currently CSDA Board Vice President, having also served as Secretary and Treasurer. I've chaired the Fiscal and Membership committees, now serving as the ex-officio on all CSDA committees. I'm a representative to the Special Districts Leadership Foundation and their Scholarship Committee. I've completed the SDLF Leadership Academy, and regularly attend the annual Legislative Days, Annual Conference and Exhibitor Showcases.

As a Director for the Pleasant Valley Recreation and Park District Board since 2008, I've served as Board Chair, on the Personnel and Liaison Committees, and as PVRPD's representative to the Ventura County Special Districts Association and CSDA. I have been honored by VCSDA as Director of the Year.

My career in Public Service for 31 years was in law enforcement Human Resources. Following my retirement, I worked as a contract investigator for the Department of Justice.

My experience on the PVRPD Board and my work as a public servant has provided me with a solid foundation of experience, enabling me to represent your District's interests on the CSDA Board.

As a board member, I represent all special districts in the Coastal Network, supporting CSDA's on-going efforts to offer educational classes and informative conferences and their pro-active legislative advocacy and policy proposals that impact all Special Districts.

If re-elected, I will continue to work with board members and staff to further advocacy efforts at the state and national level, increase membership, and further enhance services provided to member agencies.

I would appreciate your district's support in my re-election as the Coastal Network representative on the CSDA Board of Directors. I respectfully ask for your vote.

Sincerely,

Elaine L. Magner, Director  
Pleasant Valley Recreation and Park District



## 2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: Hugh Rafferty

District/Company: Santa Maria Public Airport District

Title: Director

Elected/Appointed/Staff: Elected

Length of Service with District: 10 years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

CSDA Secondary Legislative Committee

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

California Credit Union League - PAC and Advocacy Committee

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Santa Barbara County Chapter CSDA

4. List civic organization involvement:

Santa Barbara County Taspayers Association

Chamber of Commerce - Leadership Santa Maria

**\*\*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.**

## CSDA Board of Directors 2021 – 2023 Election Candidate Statement

I am the Past-president of the Santa Maria Public Airport District, and currently serve as Board Secretary. I have served on the District board for 10 years.

I'm the Past-president of the Santa Barbara County Chapter of CSDA, and continue to serve on the Board of Directors. I've served on the board for approximately 7 years. In addition, I currently serve on the CSDA Secondary Legislative Committee, and have served on the HR Support Committee.

I'm a past member of the Santa Maria Valley Chamber of Commerce Board of Directors, and currently serve on its Leadership Santa Maria Valley Board.

I'm an Honorably Discharged Marine Corps Veteran, and was designated a Lifetime Honorary Commander Emeritus by the 30<sup>th</sup> Space Wing at Vandenberg Air Force Base.

I hold a BA degree in General Studies, an MA in Human Development and Management, and a Ph. D in Management.

In addition to the above, I serve/have served in the following capacities:

- . Board Member and Past President – Santa Barbara County Taxpayers Association
- . Current President – Committee to Improve North (Santa Barbara) County
- . Chairman – Volunteer Leadership Committee, California Credit Union League
- . Board Member – California Credit Union League Advocacy Committee and Political Action Committee

I'm the recipient of several California Assembly, California State Senate and Congressional Certificates of Recognition, as well as Chamber of Commerce Citizen of the Year, and California Credit Union League Volunteer of the Year Awards.

My work with these various organizations has brought me into contact with numerous City, County, State and Federal elected officials, as well as managers and directors and employees of a number of special districts, and I hope to bring these experiences to the CSDA Board of Directors

I hope you will consider me for election to the CSDA Coastal Network board position.

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Hugh Rafferty

# **Staff Report**

Marina Coast Water District  
Staff Report

Agenda Item: 12-A

Meeting Date: June 21, 2021

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Fiscal Impact of COVID-19 Report

Summary: The Board of Directors requested monthly reports on the possible impact to the District's finances due to COVID-19.

This report includes the following:

- Budget to actual water revenues for FY 2020-2021 through May 31, 2021
- Customer accounts aging information as of June 09, 2021
- Monthly customer payments comparison for months May through May of 2019-2021 and 2020-2021
- Graphs of delinquent accounts as of May 31, 2021

FY 2020-2021 actual water revenue to date for Central Marina is below budgeted amount to date by \$189,272 as of May 31, 2021, while the Ord Community actual water revenue is above budgeted amount to date \$14,675 for the same period.

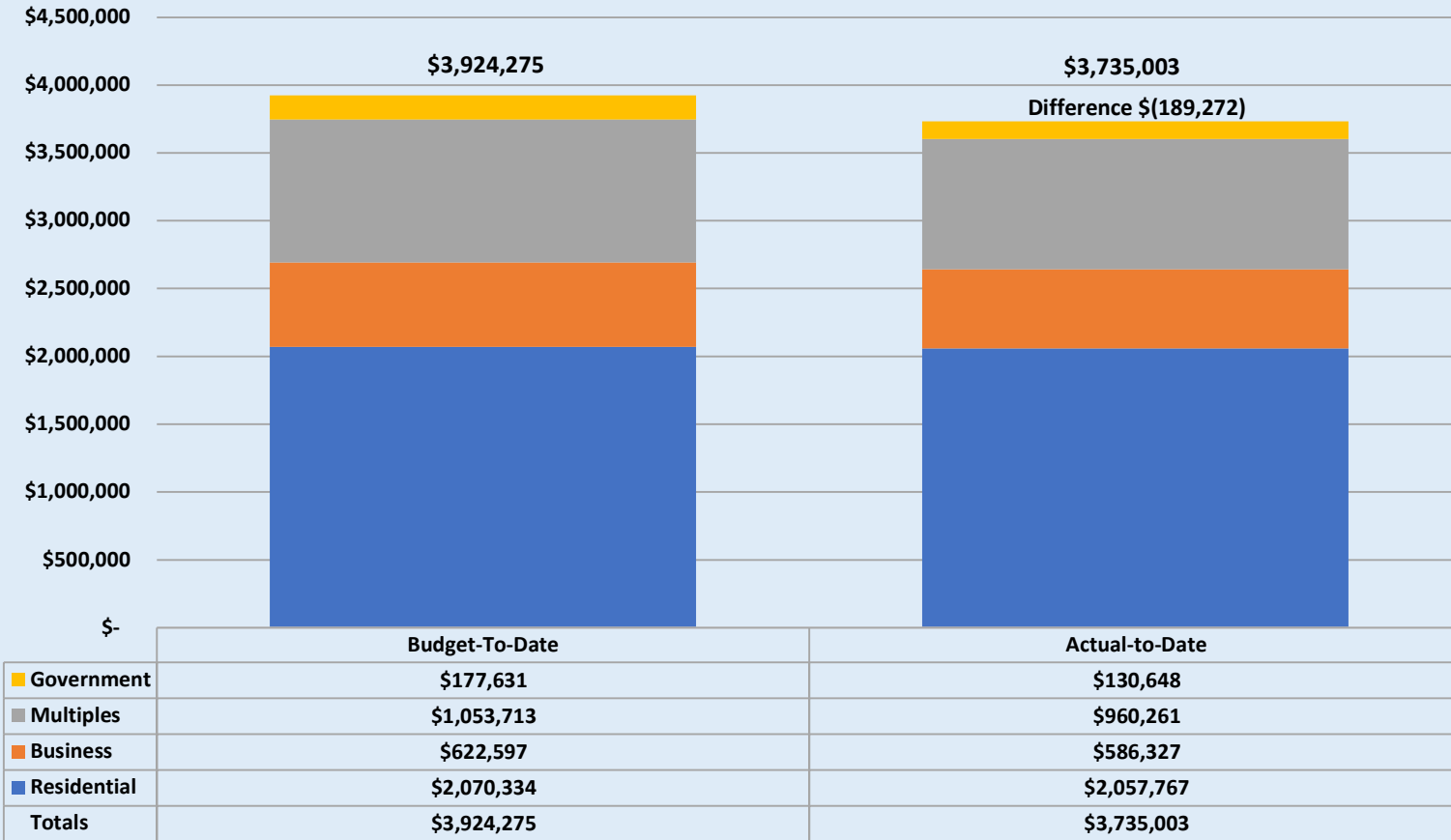
Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic by \$98,512 (217%) and \$321,655 (37%), respectively. If Bay View Mobile Home Park's main master meter account is not considered, Ord Community Accounts Receivable balance has increased \$216,686 (319%), however, there are contributing factors other than COVID-19 which have caused the fluctuations of its Accounts Receivable balance such as the timing of payments from Monterey Bay Military Housing and a growing customer base.

To assist customers with outstanding balances, on May 5, 2021, staff mailed out 445 letters and flyers to customers that had outstanding balances that were 90 days or more past due. The intent was to provide any assistance programs that could offer relief to our customers which may free up their resources to enable them to pay their outstanding water bills. Staff is hopeful that customers who received the letter will be able to access assistance and that the District will see a reduction in outstanding balances in the coming months.

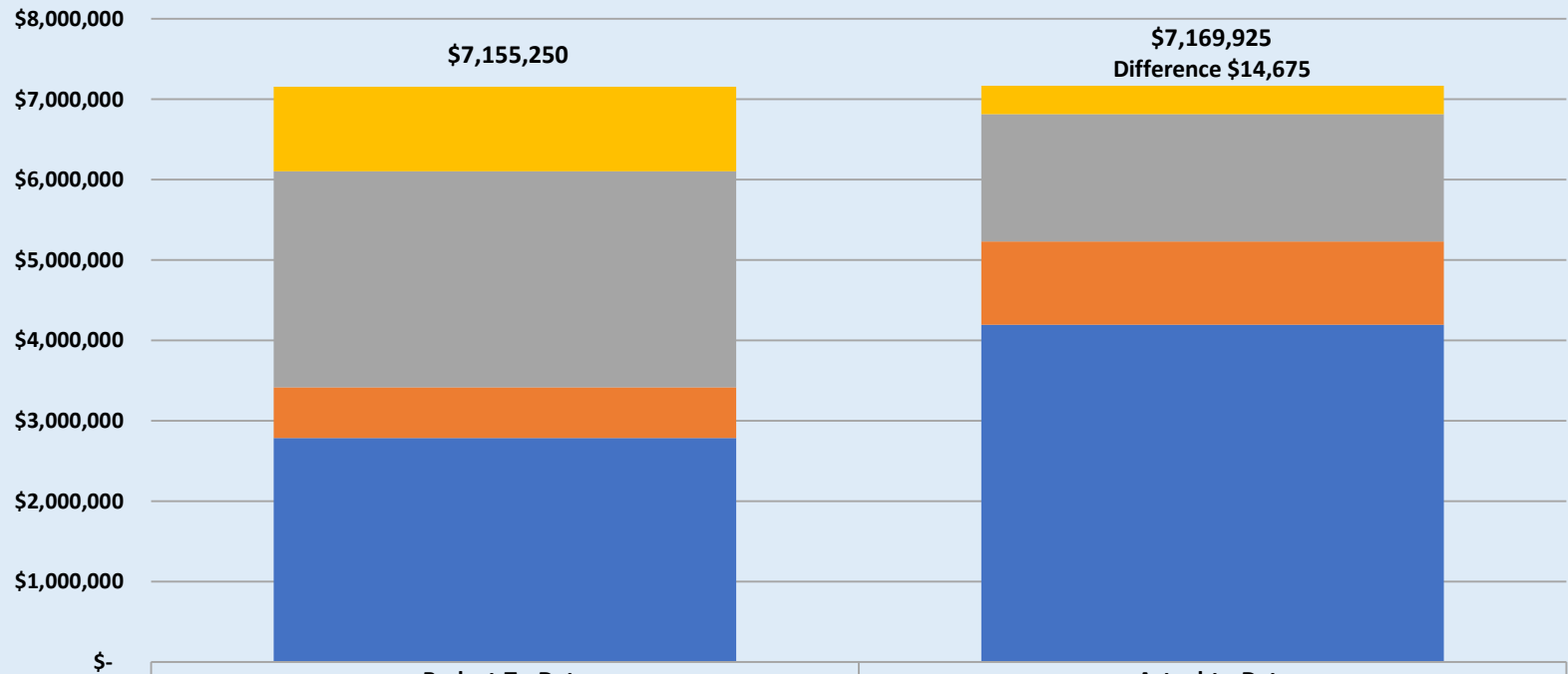
Staff continues to monitor Governor Newsom's 2021-22 May revise to the state budget that proposes \$1 billion in American Rescue Plan Act funds be used to provide direct payments to water systems to address customer arrearages and revenue gaps related to the pandemic. The State Water Board will share additional details as they become available.

This report also includes a graph of the number of delinquent accounts for Central Marina and the Ord Community. Of the delinquent accounts, a small number from Central Marina and the Ord Community have a history before the pandemic of being delinquent and had previously been issued door tags. Once the Governor's water shut-off moratorium is lifted, it is anticipated that these delinquencies will be resolved through the District's normal collection processes.

## FY 2020-2021 Central Marina Revenue as of May 31, 2021



## FY 2020-2021 Ord Community Revenue as of May 31, 2021



	Budget-To-Date	Actual-to-Date
■ Government	\$1,051,357	\$356,886
■ Multiples	\$2,685,824	\$1,581,947
■ Business	\$628,870	\$1,036,749
■ Residential	\$2,789,199	\$4,194,343
<b>Totals</b>	<b>\$7,155,250</b>	<b>\$7,169,925</b>

**MARINA COAST WATER DISTRICT  
CUSTOMER ACCOUNTS AGING REPORT  
March 9, 2020 - June 9, 2021**

**Central Marina**

<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>	
3/9/2020	\$ 35,543.27	\$ 3,875.86	\$ 4,293.09	\$ 1,611.13	\$ 45,323.35	
6/9/2021	\$ 43,605.16	\$ 19,101.09	\$ 11,849.08	\$ 69,279.62	\$ 143,834.95	
Change	\$ 8,061.89	\$ 15,225.23	\$ 7,555.99	\$ 67,668.49	\$ 98,511.60	217%

**Ord Community**

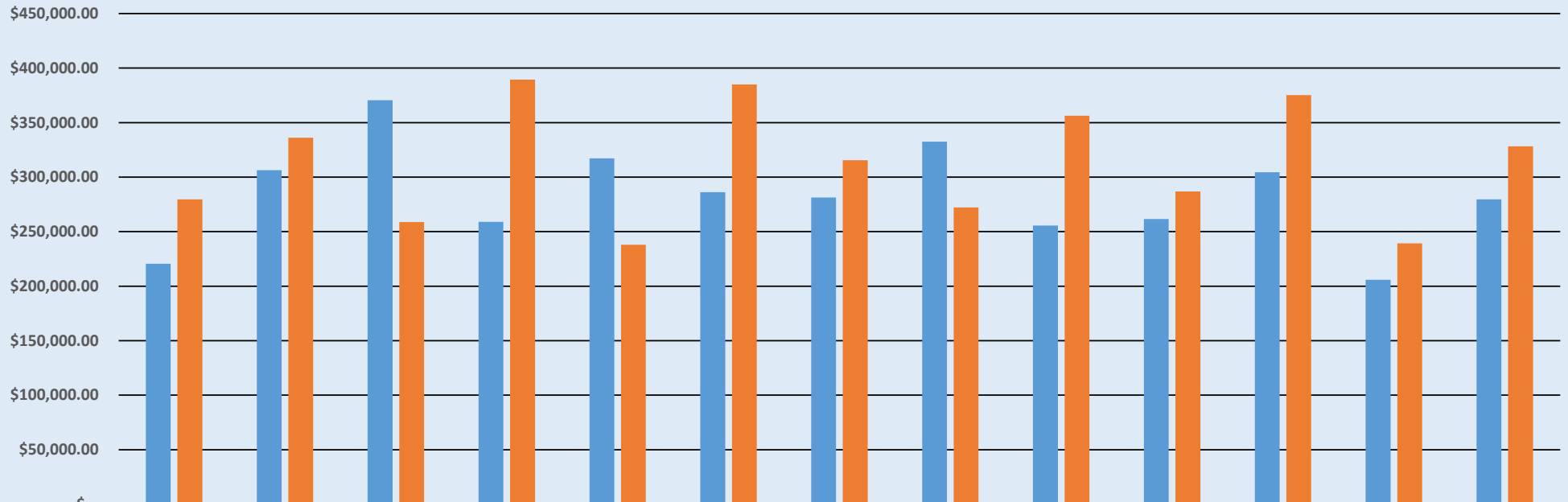
<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>	
3/9/2020	\$ 78,063.43	\$ 38,972.14	\$ 27,577.38	\$ 736,205.62	\$ 880,818.57	
6/9/2021	\$ 94,546.30	\$ 48,992.88	\$ 38,347.52	\$ 1,020,586.67	\$ 1,202,473.37	
Change	\$ 16,482.87	\$ 10,020.74	\$ 10,770.14	\$ 284,381.05	\$ 321,654.80	37%

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

<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>	
3/9/2020	\$ 59,169.69	\$ 6,816.86	\$ 446.06	\$ 1,532.29	\$ 67,964.90	
6/9/2021	\$ 89,834.12	\$ 38,377.31	\$ 29,249.99	\$ 127,189.62	\$ 284,651.04	
Change	\$ 30,664.43	\$ 31,560.45	\$ 28,803.93	\$ 125,657.33	\$ 216,686.14	319%

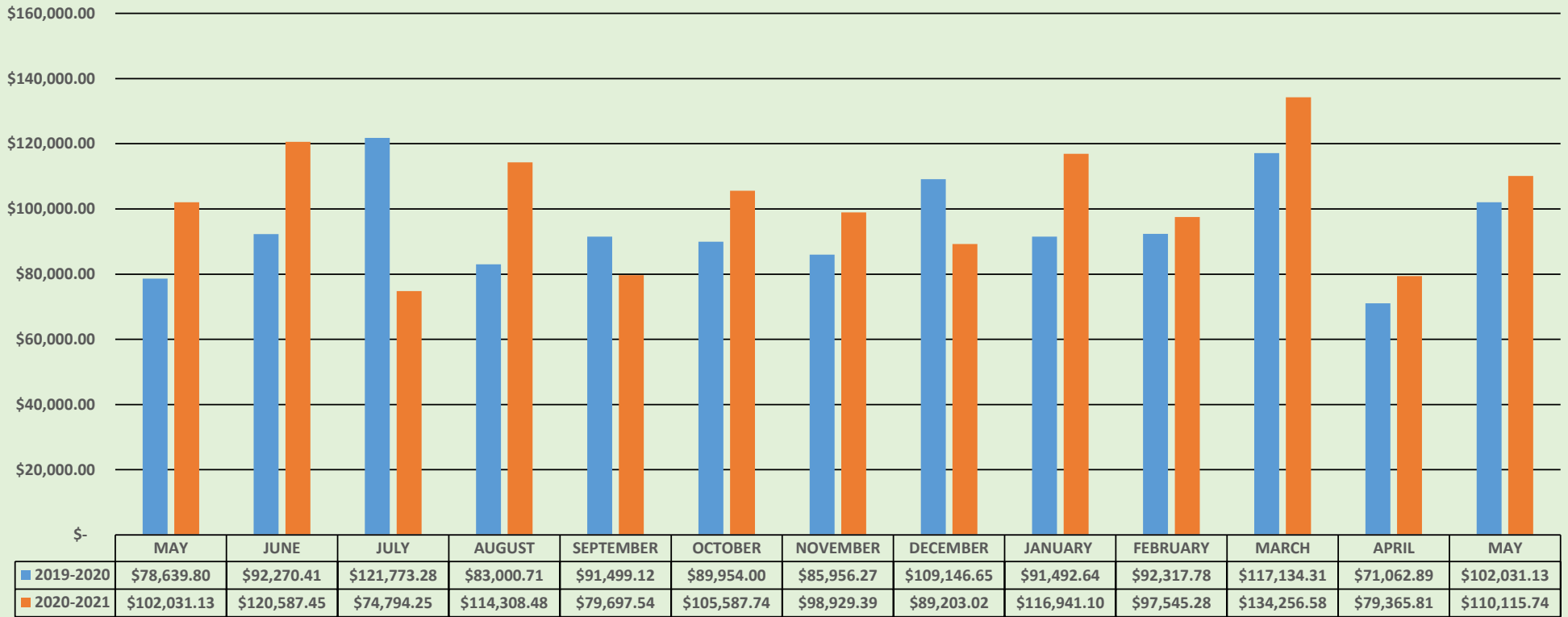


**Central Marina Monthly Water Customer Payments  
May 2019 - May 2021**

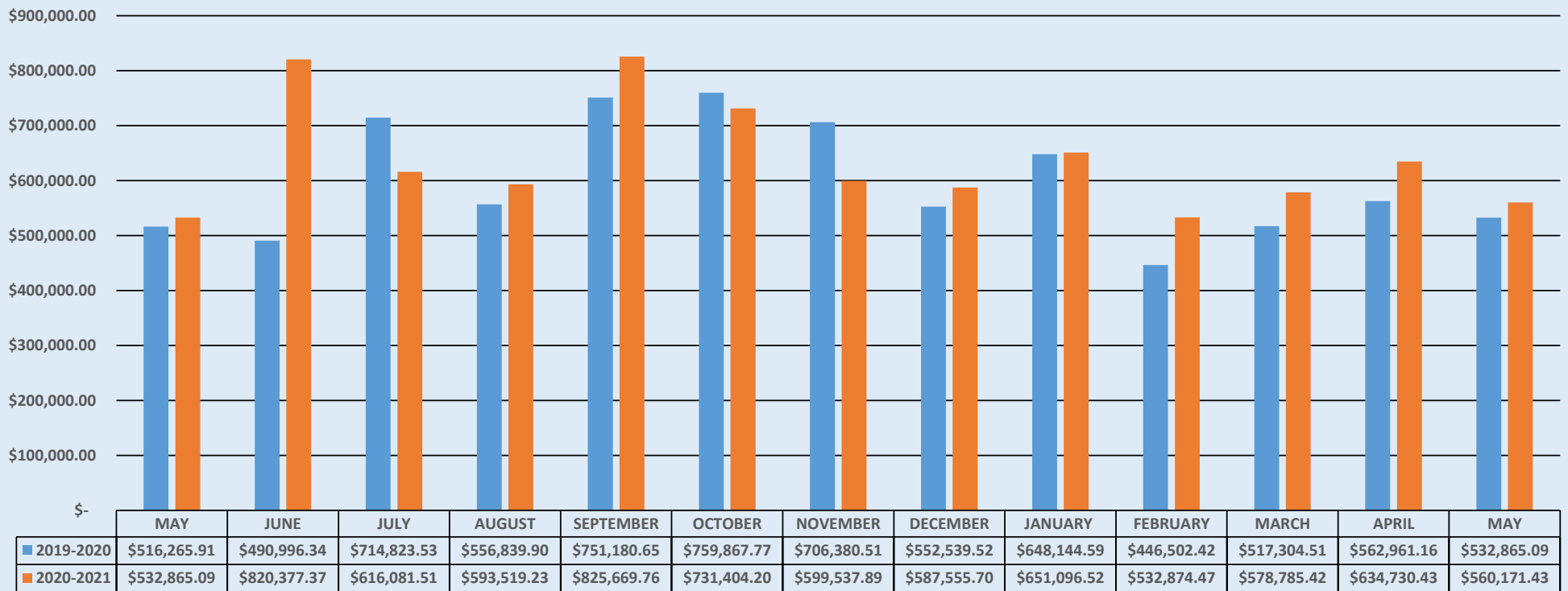


	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
■ 2019-2020	\$220,497.43	\$306,334.44	\$370,460.29	\$258,997.86	\$317,274.16	\$286,059.27	\$281,204.71	\$332,530.26	\$255,466.43	\$261,589.62	\$304,481.44	\$205,857.18	\$279,658.56
■ 2020-2021	\$279,658.56	\$336,058.35	\$258,732.93	\$389,405.03	\$237,938.05	\$384,856.48	\$315,538.23	\$272,197.64	\$356,346.91	\$286,827.30	\$375,100.12	\$239,250.38	\$328,215.52

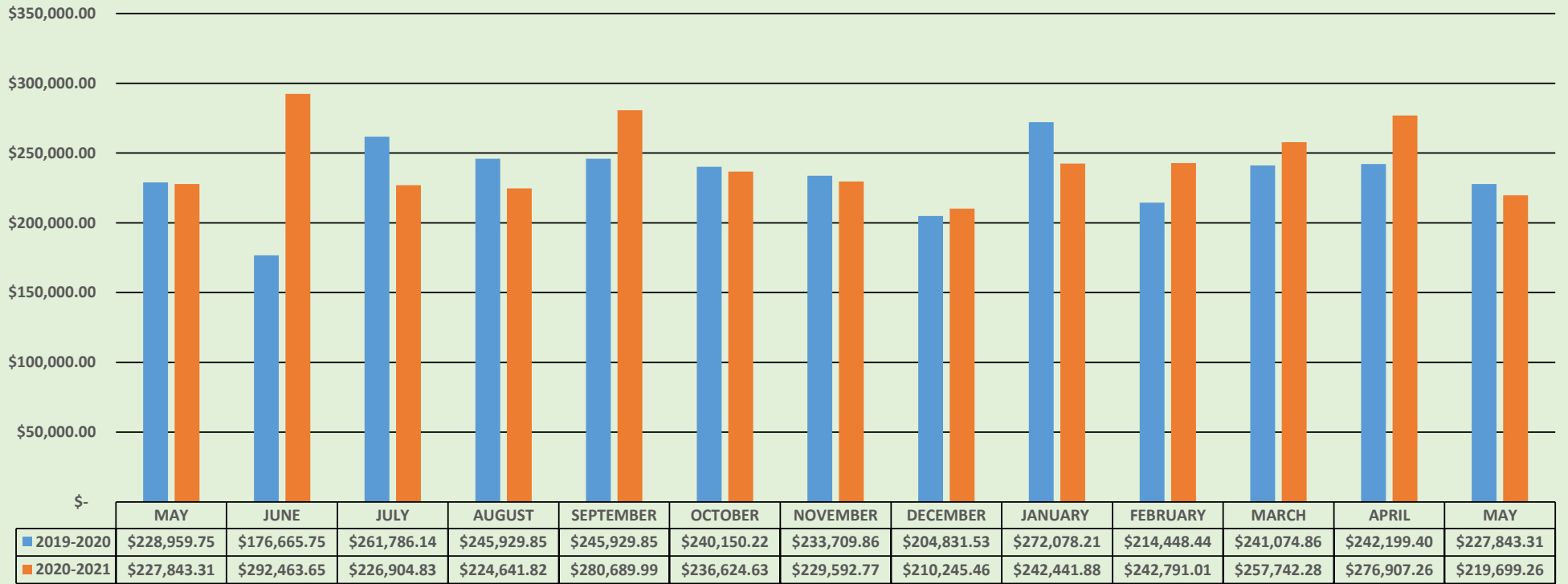
**Central Marina Monthly Sewer Customer Payments  
May 2019 - May 2021**



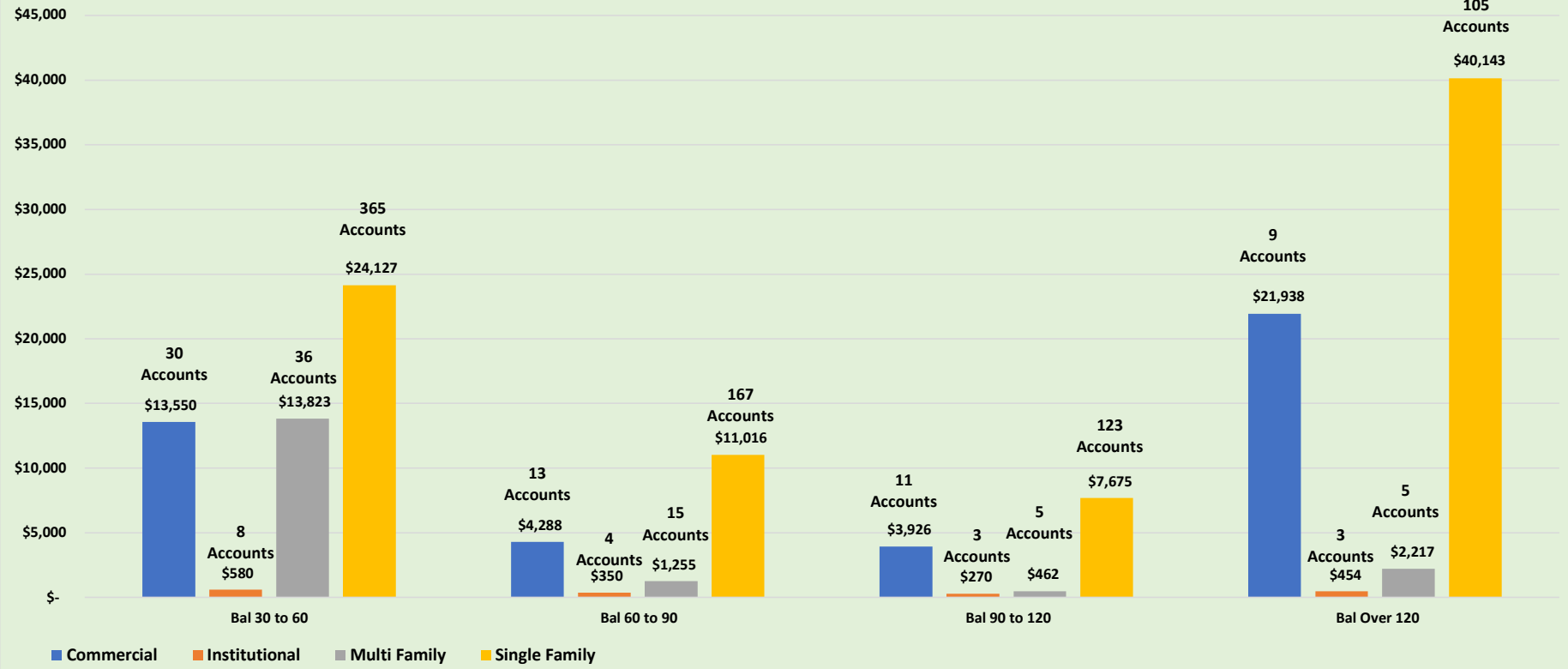
### Ord Community Monthly Water Customer Payments May 2019 - May 2021



### Ord Community Monthly Sewer Customer Payments May 2019 - May 2021



### Unpaid Balances By ST Category (MARINA) As of May 31, 2021



### Unpaid Balances By ST Category (ORD Community) As of May 31, 2021\*

