



MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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DIRECTORS

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President

HERBERT CORTEZ
Vice President

THOMAS P. MOORE
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MATT ZEPPERMAN

Agenda

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

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

Monday, June 20, 2022, 6:00 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 20, 2022 meeting remotely from various locations. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception. There may be limited opportunity to provide verbal comments during the meeting. Persons who are participating via telephone will need to press *9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment can also be submitted in writing to Paula Riso at priso@mcwd.org by 9:00 am on Monday, June 20, 2022; such comments will be distributed to the MCWD Board before the meeting.

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

<https://us02web.zoom.us/j/88139920620?pwd=cUFleEg4Mk9zbzU1VmNlQjhmUHJQZz09>

Passcode: 811410

To participate via phone: 1-669-900-9128; Meeting ID: 881 3992 0620; Passcode: 811410

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

1. Call to Order

2. Roll Call

3. Action Item

- A. [Appoint a District Negotiator to Negotiate with California American Water Company Regarding an Emergency Water Transfer](#)

(Page 1)

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road, Marina. The agenda shall also be posted at the following locations, but those locations are not official agenda posting locations for purposes of section 54954.2(a)(1): City of Marina Council Chambers. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, June 16, 2022. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5910

- 4. 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.*

5. Closed Session

- A. Marina Coast Water District v. Trustees of the California State University, and Does 1-20; Monterey County Superior Court Case No. 21CV001296 (Verified Complaint for Declaratory and Injunctive Relief)
- B. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Property: Armstrong Ranch Property
Negotiating Parties: Sunberry Growers, LLC. and MCWD Negotiators (Legal Counsel and General Manager)
Under Negotiation: Price and Terms
- C. Pursuant to Government Code 54956.8
Conference with Real Property Negotiator
Property: Emergency Transfer of District Water
Negotiating Parties: California-American Water Company and MCWD Negotiator (To Be Determined in Item 3-A)
Under Negotiation: Price and Terms

Reconvene Open Session

- 6. 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.*

7. Pledge of Allegiance

- 8. 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.*

7:00 PM – Open Public Hearing

9. Public Hearing

- A. [Conduct a Public Hearing; Make a Motion to Find that Adoption of the Ordinance is Exempt from the California Environmental Quality Act; Consider Waiving the Reading of Ordinance No. 62 in its Entirety; and, Consider the Second Reading and Adoption of Ordinance No. 62, Approving an Ordinance Amending Title 4, Recycled Water, of the Marina Coast Water District Code](#)
(Page 2)

10. Presentations

- A. [Adopt Resolution No. 2022-24 in Recognition of Lyssa Farrell, Customer Service/Billing Technician II, for 5 Years of Service to the Marina Coast Water District](#)
(Page 15)
- B. [Consider Adoption of Resolution No. 2022-25 in Recognition of Joe Correa and to Adjourn the Meeting in his Memory](#)
(Page 19)

11. Consent Calendar

- A. [Receive and File the Check Register for the Month of May 2022](#)
(Page 25)
- B. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 9, 2022](#)
(Page 33)
- C. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 16, 2022](#)
(Page 37)
- D. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 24, 2022](#)
(Page 44)
- E. [Receive an Update on the Fiscal Impacts to the District due to Covid-19](#)
(Page 49)
- F. [Adopt Resolution No. 2022-26 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days](#)
(Page 59)
- G. [Adopt Resolution No. 2022-27 to Approve the Third Amendment to the Loan Agreement with PNC Bank \(formerly BBVA Mortgage Corporation\) for Interim Financing of the Regional Urban Water Augmentation Recycled Water Pipeline and Distribution System](#)
(Page 63)
- H. [Adopt Resolution No. 2022-28 to Adopt the FY 2021-2022 Updates to the Investment Policy](#)
(Page 75)
- I. [Adopt Resolution No. 2022-29 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes, LP, for the Dunes Phase 1B Promenade Development in Marina, CA](#)
(Page 86)

J. Adopt Resolution No. 2022-30 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and the City of Seaside for the Seaside Resort B&B Hotel in Seaside, CA
(Page 154)

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

- A. Receive a Climate Action Plan Presentation, Adopt Resolution No. 2022-31 for Renewable Electricity Purchase, and Appoint an Ad Hoc Climate Action Plan Committee
(Page 221)
- B. Adopt Resolution No. 2022-11 to Approve a Professional Services Agreement with Rauch Communication Consultants, Inc. to Provide Public Relations and Community Outreach Services to the District
(Page 242)
- C. Adopt Resolution No. 2022-32 to Approve Amendment No. 1 to the General Manager's Employment Agreement
(Page 339)

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. Committee and Board Liaison Reports
 - 1. Executive Committee
 - 2. Budget and Personnel Committee
 - 3. Community Outreach Committee
 - 4. M1W Board Member Liaison

14. Board Member Requests for Future Agenda Items

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

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

Regular Meeting: Monday, July 18, 2022, 6:30 p.m.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 3-A

Meeting Date: June 20, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Appoint a District Negotiator to Negotiate with California-American Water Company Regarding an Emergency Water Transfer

Staff Recommendation: The Board of Directors consider appointing a negotiator to negotiate with California-American Water Company regarding an emergency water transfer.

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

Discussion/Analysis: The action will set the negotiator(s) for the Closed Session Item 5-C.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

Other Considerations: The Board can decide not to appoint a negotiator.

Material Included for Information/Consideration: None.

Action Required: ___ Resolution ___ X Motion ___ Review

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 20,2022

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger

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

Staff Recommendation: The Board of Directors conduct a Public Hearing, make a motion to find that adoption of the Ordinance is exempt from California Environmental Quality Act (“CEQA”); make a motion to waive the reading of the Ordinance in its entirety; consider the second reading and adoption of Ordinance No. 62, approving an Ordinance Amending Title 4, Recycled Water, of the Marina Coast Water District Code.

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

The District’s legal counsel advises, and the Board finds, that adoption of this ordinance is exempt from the requirements of CEQA pursuant to Title 14 California Code of Regulations Section 15062.

District ordinances for the collection, treatment, and disposal of sewage waste and stormwater of the district and its inhabitants and rates and charges for the services and facilities furnished are covered by Water Code Sections 31100-31106. Water Code Section 31105(a) provides that ordinances adopted relating to the provision of such services and facilities “shall be in full force and effect immediately upon adoption.” The provision of recycled water could be deemed to be a “disposal of sewage waste,” consequently, District Legal Counsel advises that, if adopted, the ordinance can go into effect upon adoption.

Below is a history of the district’s recycled water ordinance:

- The Board adopted Title 4 Recycled water in Ordinance No 29 in 1995.
- This proposed ordinance was originally introduced at the May 16, 2022, board meeting but was pulled as an agenda item due to substantial change requests.
 - Substantial questions were raised by the Directors regarding the process for ordinance amendments.
- This proposed ordinance was introduced again at the May 24, 2002 special board meeting. The Board approved a motion to waive the reading of the entire ordinance and the public hearing was set for 7:00 PM at the June 20, 2022.

Discussion/Analysis: In Title 4 of the District Code, Sections 4.28.010, 4.28.020, 4.28.030, and 4.28.040 were largely amended for clarification. In addition, Sections 4.28.050, 4.28.060, 4.28.070, 4.28.080, 4.28.090, 4.28.100, 4.28.110, 4.28.120 were added to Title 4 to be consistent with state regulations and provide more transparent guidelines to assist our customers through the mandated regulatory process.

This ordinance is considered for action by the Board of Directors at a regularly scheduled and noticed meeting. The agenda was posted in accordance with County Water District law with an opportunity for public review in advance of the meeting and public comment during consideration of the ordinance by the Board.

The Board is requested to conduct and waive the second reading of the above Ordinance as the next step to adopt updated District recycled water requirements. All ordinances must be read in full at the time of introduction unless a regular motion waiving further reading is adopted by a majority of the Board members present.

The Board President would introduce the Ordinance and a Director could waive the reading of the entire Ordinance with the following form of motion: “Move to waive the reading of Ordinance No. 62, An Ordinance Amending Sections 1.04.010, 4.28.010, 4.28.020, 4.28.030, 4.28.040, and Establishing Sections 4.28.050, 4.28.060, 4.28.070, 4.28.080, 4.28.090, 4.28.100, 4.28.110, 4.28.120 of the District Code Pertaining to Recycled Water Service.” If the motion passes, then the entire Ordinance would not be required to be read.

In the process of adopting ordinances and enacting fees and charges for Central Marina and the annexed portions of the Ord Community service areas, the District is required to conduct first and second readings of the proposed ordinance, set a public hearing date on the proposed change in charges, and publish a summary of the ordinance in the local newspaper at least 5 days prior to the date of adoption (i.e., after the second reading) and subsequently, publish the ordinance, in full, as adopted within 10 days after adoption with the names of those directors voting for and against adoption.

The Board held the first reading of Ordinance No. 62 on May 24, 2022, and set the Public Hearing for June 20, 2022 at 7:00 p.m. Notice for the Public Hearing was published in the Monterey Herald newspaper on May 31, 2022 and June 6, 2022. Staff corrected one typo “A civil penalty of fifty percent (505)...” in Section 4.28.110, D.2.vi to read “A civil penalty of fifty percent (50%)...”. Once adopted, the Ordinance will be published in full prior to June 30, 2022.

Environmental Review Compliance: None Required

Climate Adaptation: None

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

Other Considerations: None

Material Included for Information/Consideration: Ordinance No. 62.

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

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

MARINA COAST WATER DISTRICT
ORDINANCE NO. 62

AN ORDINANCE AMENDING SECTIONS 1.04.010, 4.28.010,
4.28.020, 4.28.030, 4.28.040,
AND ESTABLISHING SECTIONS 4.28.050, 4.28.060, 4.28.070,
4.28.080, 4.28.090, 4.28.100, 4.28.110, 4.28.120
OF THE DISTRICT CODE PERTAINING TO
RECYCLED WATER SERVICE

Be it ordained by the Board of Directors of
Marina Coast Water District
as follows:

Section 1. Authority. This Ordinance is enacted pursuant to Sections 30000 and following the California Water Code, and Section 6 of Article XIII D of the California Constitution.

Section 2. Findings.

- A. This ordinance is considered for action by the Board of Directors at a regularly scheduled and noticed meeting. The agenda was posted in accordance with the Brown Act with an opportunity for public review in advance of the meeting and public comment during consideration of the ordinance by the Board. The District has complied with the publication, notice, and hearing requirements of Section 66016 of the California Government Code and Section 31105 of the California Water Code.
- B. The District has the power generally to perform all acts necessary to carry out fully the provisions of the County Water District Law (Water Code § 31001), may adopt ordinances relating to the provision of sewer and recycled water services and facilities, and the regulation of those services and facilities (Water Code § 31105) and may undertake a water conservation program to reduce water use (Water Code § 31035).
- C. The Board of Directors finds that it is in the best interests of the District to adopt this ordinance.

Section 3. Purpose of Ordinance. The purpose of this Ordinance is to amend sections 1.04.010, 4.28.010, 4.28.020, 4.28.030, and 4.28.040; and establish sections 4.28.050, 4.28.060, 4.28.070, 4.28.080, 4.28.090, 4.28.100, 4.28.110, 4.28.120 to the recycled water District Code.

Section 4. General Provisions. Section 1.04.010 is hereby amended to read as follows:

1.04.010 Definitions.

The existing definition of "Available to existing water users" in Section 1.04.010 Definitions, Title 1, General Provisions, is hereby repealed and the following adopted in its place:

"Available to existing water users." Recycled water is deemed available to existing water users when the Marina Coast Water District has provided a service lateral from the recycled water

system to the property line and has installed a water meter for the recycled water to be used on the property, and the proposed use is authorized for recycled water use under Section 4.28.060.”

The existing definition of “Available to new water users” in Section 1.04.010 Definitions, Title 1, General Provisions, is hereby repealed and the following adopted in its place:

"Available to new water users." Recycled water is deemed available to new water users when the distance between the nearest recycled water line and the near edge of the parcel is less than the following distance: twenty-five feet plus the distance between the nearest potable water main and the near edge of the parcel and the property and the proposed use is authorized for recycled water use under Section 4.28.060.

Section 5. Recycled Water. Title 4. Recycled Water Sections 4.28.010, 4.28.020, 4.28.030, and 4.28.040 are hereby amended to read as follows:

4.28.010 Purpose and policy.

- A. Purpose. The purpose of this chapter is to establish the process, rules, and enforcement protocol for the safe use and operation of on-site recycled water systems. The goal of this chapter is to promote the use of recycled water consistent with the state of California’s mission to conserve water in accordance with Section 13550 et seq., of the California Water Code and Section 65602 (e) of the California Government Code. This chapter shall apply to all properties receiving recycled water services from the Marina Coast Water District (district).
- B. Policy. It is the policy of the district that recycled water shall be used for all approved uses whenever available within the district’s recycled water-use area. All recycled water use shall be consistent with legal requirements and the preservation of public health, safety, welfare, and the environment.
 - 1. Recycled water is deemed to be available when it meets the conditions outlined in Section 4.28.050 of this chapter and Section 13550 et seq., of the California Water Code, and Section 65602(e) of the California Government Code.
 - 2. Recycled water use areas within the district’s service areas are defined in Section 4.28.020 of this chapter, and Section 65603(a) of the California Government Code.

The district shall have the exclusive right to own and recapture any and all applied recycled water under this chapter that is deemed to percolate into the groundwater aquifer. In addition, the district shall have the exclusive right to claim groundwater credits for the delivery and use of recycled water that results in a cessation or reduction in the extraction of groundwater by the district pursuant to Water Code Section 1005.4.

4.28.020 Recycled water service areas.

The district shall designate Recycled Water Service Areas to encourage and expand the use of recycled water to meet district goals. The following provisions shall apply to the Recycled Water Service Areas:

- A. Establishment of Recycled Water Service Areas. The Recycled Water Service Areas

shall be established based upon an evaluation of the location and size of present and future wastewater treatment facilities, distribution pipelines, pump stations, storage facilities, and other related recycled water facilities. The district is authorized to establish such areas outside of the district's Central Marina and Ord Community service areas upon agreement with cities, agencies, and users to provide recycled water.

- B. Types of Uses of Recycled Water. Recycled water uses within the Recycled Water Service Areas may include, but are not limited to, irrigation, appropriate industrial, construction, and commercial uses as cited in Section 4.28.060.

4.28.030 Description of service.

- A. Supply. The district will endeavor, so far as is reasonably possible, to deliver a continuous supply of recycled water to the users at sufficient pressure at the meter, and to avoid any shortage or interruption in delivery.
- B. Quality. The district will endeavor to deliver recycled water that satisfies the applicable water quality requirements of the State Water Resource Control Board Division of Drinking Water (DDW) and the Central Coast Regional Water Quality Control Board (Regional Water Quality Control Board). The district shall bear no responsibility for damages or inconveniences that may occur due to the quality of the recycled water.
- C. Classes of Service. all services installed by the district will be classified as follows:
 - 1. Recycled Water Residential;
 - 2. Recycled Water Commercial;
 - 3. Recycled Water Industrial;
 - 4. Recycled Water Construction;
- D. Interruptions in Service. The district will not be liable for the interruption, shortage, insufficiency of supply, or for any loss or damage occasioned thereby. The district whenever it may find it necessary or convenient to make repairs or improvements to its system shall have the right to temporarily suspend delivery of recycled water and it shall not be liable for any loss or damage occasioned thereby. Repairs or improvements will be made as rapidly as is practicable and, so far as possible, at such times as will cause the least inconvenience to the users. Whenever possible and as time permits, all users affected will be notified before such shutdowns.

4.28.040 Service connections, charges, and fees.

- A. Service connections. Each user of recycled water shall be served through a separate meter connecting the public facility belonging to the district to the users' private recycled water on-site distribution system.
- B. Recycled water distribution pipelines which are deeded to and become the property and responsibility of the district, shall be constructed by a user for service only under the same circumstances and in the same manner as would be required for potable water service to the same property.
- C. Charges and fees. All charges and fees applicable to recycled water connection and use shall be as approved by the Board.

- D. Each such service shall require the establishment of a billing account in the district's accounting system. All charges for construction, metering, connection fees, capacity charges, recycled water usage charges, penalties, or other authorized charges for service provided shall be as approved by the Board.

Section 6. Recycled Water. Title 4. Recycled Water hereby establishes Sections 4.28.050, 4.28.060, 4.28.070, 4.28.080, 4.28.090, 4.28.100, 4.28.110, 4.28.120 as follows:

4.28.050 Recycled water service availability.

A. Existing Potable Water Users.

1. The owner must connect to the recycled water system when recycled water is deemed available to a property.
 - i. The owner must pay for the cost of completing this connection to the recycled water system.
 - ii. The owner must apply for an on-site recycled water use permit (permit) per Section 4.28.070 along with any required application fee to connect to the recycled water system.
 - iii. The district may require the use of recycled water for approved uses, however, users may be exempt from connecting to the recycled water system at the discretion of the district.
2. In the case that the owner does not agree to the terms of recycled water use outlined in the recycled water use permit or if the district determines that recycled water use is unavailable or infeasible, the district maintains the authority to reject the application and to refuse to provide recycled water services.

B. New Recycled Water Service Users.

1. If an owner requests recycled water service, the district maintains the authority to determine whether the property and the proposed use are authorized for recycled water use under Section 4.28.060 and whether or not recycled water services would otherwise be available or feasible.
 - i. If the district determines that recycled water services would be available, the owner is responsible for following the necessary procedures including filling out a recycled water use permit application per Section 4.28.070.
 - ii. Any additional requirements for recycled water use may be included as conditions of approval for the proposed installation, remodel, alteration, or change.
2. All new construction that also includes the construction of new private or public irrigation water systems, whether currently anticipating connection to the recycled system or which shall be connected to the potable water system temporarily while awaiting availability of recycled water, shall be constructed or retrofitted according to the district's procedure, guidelines, and design requirements and existing district design standard specifications.

4.28.060 Authorized uses and conditions of service.

- A. Authorized uses of recycled water include only those uses approved by the Regional Water Quality Board, DDW, and which meet the requirements of Title 22, Division 4 of the California Code of Regulations.
 - 1. Each such use will be considered for approval by the district on a case-by-case basis with the submittal of an on-site recycled water use permit application (permit application) per Section 4.28.070. Before approval, the user must comply with the requirements established by this chapter and any other requirements imposed by the district, Regional Water Quality Board, DDW, or any other regulatory agencies that have jurisdiction over such use.
 - 2. The district's General Manager is authorized to determine whether certain classifications of uses are authorized uses.
- B. The user must obtain a recycled water-use permit from the district to receive recycled water service. The recycled water use shall be subject to the conditions of service outlined in this chapter, all applicable state and local recycled water use requirements, and any additional terms and conditions specific to the user established in the recycled water use permit.
 - 1. Recycled water service for dual plumbed systems, including residential landscape irrigation, shall be subject to additional requirements as defined in Title 22, Division 4, Chapter 3, Article 5 of the California Code of Regulations.

4.28.070 Recycled water use permits.

- A. All users required or agreeing to receive recycled water shall obtain an on-site recycled water-use permit from the district and shall be subject to all the conditions outlined in the permit and this chapter. A permit is non-assignable and not transferable at the time of change of ownership and/or management of the on-site recycled water facilities.
- B. To obtain a permit, users are responsible for completing a permit application form provided by the district. The information supplied by the user shall be considered authoritative and final. If any error in such application shall cause the installation of a service connection that is improper, either in size or location, the cost of all changes required shall be borne by the user. The steps for obtaining a permit are as follows:
- C. The user completes and submits a permit application, including all required information and supporting documents as outlined in the district's *Engineering Procedures, Guidelines, and Design Requirements*, the district's *Recycled Water User's Rules of Service*, and any other information pertinent to the use of recycled water as requested by the district;
 - 1. Applications for dual plumbed use, including residential landscape irrigation, are subject to additional application requirements including additional forms and an engineering report. The engineering report submitted with the application must meet all requirements specified in Title 22, Division 4, Chapter 3, Article 5, Section 60314 of the California Code of Regulations and must be reviewed and approved by the district and DDW.

2. The district reserves the right to request additional information or require the submittal of an engineering report as needed on a case-by-case basis to ensure the safe use of recycled water.
- D. The user and the district will address any concerns that the DDW may have regarding the engineering report and revise the report accordingly.
- E. The user must designate and maintain a user supervisor who must be trained and certified for the operation and maintenance of the on-site recycled water system.
- F. The user will schedule a cross-connection test of the on-site recycled water system to ensure that cross-connections do not exist. The user shall notify the district, State DDW, and Regional Water Quality Control Board at least two (2) business days before the initial test date with the intent that the district, DDW, and Regional Water Quality Control Board will attend. For the initial cross-connection test, potable water supplied through an approved backflow device will be used for the irrigation piping system. The test shall be performed by a CA/NV AWWA certified Cross Connection Control Specialist hired by the user. A Cross-connection Shut-Down Test Form must be completed. This form can be found on the district's website. The user shall notify the district, Regional Water Quality Control Board, DDW, and the MCHD at least two (2) business days before the initial test date with the intent that both agencies and the district will attend as required per 22 CCR §60316(a). The user shall comply with all cross-connection procedures and requirements in the district's *Recycled Water User's Rules of Service*.
- G. Once the district approves the on-site recycled water use permit application, the user will enter into an on-site recycled water use permit with the district and pay any remaining applicable fees.
- H. Upon the successful completion of the test and payment of any remaining applicable outstanding fees, the district may authorize recycled water service to begin.

4.28.080 Responsibilities of users.

- A. Users are responsible for complying with all requirements, provisions, and conditions outlined in this chapter and as required by the Regional Water Quality Control Board, DDW, and district.
- B. Users shall comply with all applicable provisions contained in this chapter, the district's *Engineering Procedures, Guidelines, and Design Requirements*, the district's *Recycled Water User's Rules of Service*, and the user's recycled water use permit, and other laws, regulations, agreements, permits, orders, guidelines, and/or standards, any amending or superseding requirements thereof.
- C. The user shall bear all costs incurred to remedy the noncompliance with any such provisions and shall pay any monetary penalties or fees imposed for the violation of or noncompliance with such provisions. The omissions or acts by the district shall not relieve the user of responsibility to comply with the provisions of this section.
- D. In the event that any rule, provision, or criteria set forth in this section conflicts with or

is inconsistent with any state regulation, the more stringent rule, provision, or criteria shall apply.

4.28.090 Operation and maintenance of facilities.

- A. On-site recycled water systems shall be regularly inspected to assure proper operation and compliance with rules. The users must provide all required reports to the district as set forth in the user's permit.
- B. The operation, surveillance, repair, and maintenance of all user-owned recycled water facilities are the responsibility of the owner, or a person designated by the owner to be the "on-site" recycled water user supervisor. The owner is responsible for maintaining all on-site facilities that are under the ownership of parties other than the district and shall be responsible for all operation and maintenance as defined in the district's *Recycled Water User's Rules of Service*.
- C. For all off-site recycled water facilities and systems owned and maintained by the district, only the district's personnel may operate or make changes to these facilities.

4.28.100 Monitoring and inspection by District.

The district shall be allowed to monitor and inspect as needed all recycled water facilities including those owned by the district and those owned by the user to ensure that all requirements are being met for the use of recycled water.

Therefore, the district shall be granted rights to access the user's premises to monitor and inspect the on-site facilities at all times. For all recycled water facilities with restricted access via locks, combination pads, etc., the user shall provide the necessary copies of keys or access codes to allow the district access to these facilities.

4.28.110 Violations and enforcement.

- A. The recital of specified instances in this chapter wherein the district is authorized to discontinue service to the user is not to be construed as limiting the authority of the district to the instances specified.
- B. The district shall have the right to discontinue service to any user upon failure to comply with, or violation of the user's permit, this chapter, or any rule adopted by the General Manager in accordance with Section 4.28.120.
- C. A discontinued recycled water service shall not be allowed to connect to any existing potable water system. The connection of an on-site recycled water system to a potable water system poses an imminent health risk to the user, the public, and the district's water system and supplies. Such a connection also violates the Notice of Applicability, Enrollment in General Waste Discharge Requirement's Order No. WQ 2016-0068-DDW, Water Reclamation Requirements for Recycled Water Use and Transmittal of Monitoring and Reporting Program Order issued to the district by the Regional Water Quality Control Board and DDW. Any recycled water system found to be connected to a potable water system is a cross-connection, as defined in 17 CCR §7583(e). When the district determines that an unauthorized cross-connection has occurred, the district may terminate the potable water service pursuant to District Code section 3.28.060

D. Any violation of this chapter is declared to be a public nuisance.

1. The district may immediately and summarily abate a public nuisance when the district determines that the violation could be an imminent health risk to the user, the public, or the district's water system or supply. If the district summarily abates the public nuisance, the user shall be liable to the district for the costs and obligations of abatement as set forth in D.2i, ii, iv, v, and vi and in D.4 below
2. The district's attorney may, upon order of the board of directors, bring a civil suit or other action to enjoin or abate the nuisance. In a civil proceeding brought to abate a nuisance or to obtain injunctive relief under this chapter, any user who causes, allows, or maintains a public nuisance in violation of this chapter shall be liable to the district for the costs and obligations of abatement, including but not limited to the costs and obligations set forth in D.4 and the following:
 - i. Cost of investigation;
 - ii. Cost of labor and parts to repair any affected water system or premises, to bring such water system or premises into compliance with this chapter, or to install facilities necessary to assure compliance with this chapter;
 - iii. Court costs;
 - iv. Attorney's fees and costs, including the fees and costs of experts employed by the attorney; and
 - v. Costs of monitoring compliance.
 - vi. A civil penalty of fifty percent (50%) of those costs set forth in subsections D.2 and D.4, payable to the district.
3. If any user causes, allows, or maintains a public nuisance to continue after written notice is given to such person by the district directing such person to cease the nuisance, and such continuation goes beyond the time set for abatement in the notice, then such user shall be liable to the district for the following:
 - i. The costs of abatement set forth above;
 - ii. Any other costs of enforcement imposed by the court; and
 - iii. A civil penalty of fifty percent (50%) of those costs (set forth in subsections D.2 and D.4), payable to the district.
4. In addition, the costs of abatement whether through summary action or civil proceeding shall also include, but not be limited to, injury and damages to others and the costs to remediate the district's water system or supply. The user shall indemnify, defend, and hold harmless the district from all injuries and damages to others in any way related to the violation of this chapter.
5. This Section 4.28.110 does not preclude the district from taking action against individuals for the unauthorized taking of water under Penal Code Section 498.

E. Penalties.

1. Each violation of this chapter shall be a misdemeanor pursuant to Water Code Section 31106 and Penal Code Section 19.
2. Any violation that occurs or continues from one calendar day to the next shall be

deemed a separate violation, for each calendar day during which such violation occurs or continues to occur.

- F. The district's rights and remedies under this chapter are cumulative and not exclusive of any rights or remedies at law or in equity.

4.28.120 Rules and regulations.

The General Manager may adopt rules, regulations, procedures, guidelines, design requirements, and specifications (collectively, "rules") as deemed appropriate by the General Manager to assist in implementing this title, but this title is self-executing and does not depend on the adoption of any such rules to be effective.

Section 7. Enforcement and Administration. The General Manager and all officers and employees of the District, including all ex-officio officers and employees, shall enforce all the provisions of this Ordinance. The General Manager shall implement and administer this Ordinance. The General Manager shall report to the Board all factors which affect the implementation of this Ordinance and shall maintain a separate file of violations of this Ordinance and a file of any requests for variances from this Ordinance.

Section 8. Repeal of Inconsistent and Prior Provisions. This Ordinance supersedes and repeals Marina Coast Water District's Ordinances No. 27 and the corresponding provisions of the Marina Coast Water District Code.

Section 9. Notice of Exemption Notice of Determination. The Secretary is authorized and directed to give due notice of exemption of this ordinance from the provisions of CEQA, pursuant to Title 14 California Code of Regulations section 15062.

Section 10. Existing Charges. Existing rates, fees, and charges in effect when this ordinance is adopted shall remain in effect unless specifically changed by this ordinance and, if specifically changed by this ordinance, then until the Effective Date of this ordinance. Further, any terms, conditions, and requirements set forth in those portions of the District Code specifically referenced herein which are not amended or modified by the Ordinance shall remain in full force and effect.

Section 11. Interpretation. Words and phrases used in this ordinance shall be read conjunctively with and shall have the same meaning as in prior district ordinances and the district Code, unless specifically changed by this ordinance or unless the context requires some other construction. If there is any inconsistency between this ordinance and prior provisions, this ordinance shall control.

On motion of Director _____, seconded by Director _____; the foregoing Ordinance is enacted and shall take effect upon adoption by the following roll call of the Board:

Ayes: _____

Nays: _____

Absent: _____

Abstained: _____

By _____
Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned hereby certifies that the foregoing Ordinance was adopted and approved by the Board of Directors at their regular meeting on June 20, 2022.

Remleh Scherzinger, Secretary

Marina Coast Water District
Agenda Transmittal

Agenda Item: 10-A

Meeting Date: June 20, 2022

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-24 Recognizing Lyssa Farrell, Customer Service Billing Technician II, for 5 Years of Service to the Marina Coast Water District

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-24 recognizing Lyssa Farrell, Customer Service Billing Technician II, and awarding a gift certificate for 5 years of service to the Marina Coast Water District.

Background: *Strategic Plan, Goal No. 5.0 – Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

Discussion/Analysis: Ms. Farrell joined the District on May 18, 2015, as an Intern in the Customer Service Department through the District's Student Intern Program. Over the following two years, Lyssa learned the various aspects of the department such as processing customer payments, billing, and assisting customers both in-person and over the phone. Upon graduation from CSUMB, Lyssa joined the District as a regular employee as a Customer Service Representative I (CSR I) on May 30, 2017.

Lyssa's prior exposure to the Customer Service (CS) Department enabled her to quickly master the duties of CSR I and meet the criteria to become a Customer Service Representative II (CSR II) whereby she was promoted to CSR II on January 18, 2018. As a result of the District's 2018 Classification and Compensation Study, Lyssa's position was retitled to Customer Service Billing Technician II (CSBT II).

Lyssa is an excellent CSBT II and District staff member. She performs her duties with great skill and accuracy, maintains positive and professional relationships with her coworkers, and demonstrates a willingness to take on additional responsibilities when called upon. Lyssa has a strong work ethic and cares deeply about the success of the customer service team. She has created worksheets and assisted with procedures to support the department's billing processes.

Lyssa provides exceptional customer service often going the extra mile to provide our ratepayers with solutions to their issues. With the office closure to the public due to the COVID-19 health crisis, Lyssa was instrumental in providing input to the department Supervisor to modify procedures that would ensure that customers' needs were met.

It is with great pleasure that we recognize Lyssa Farrell's 5 years of service to the Marina Coast Water District. We collectively thank her for her years of outstanding service and wish her well in her continued service to the District.

Environmental Review Compliance: None required.

Climate Adaptation: Not Applicable.

Financial Impact: X Yes No **Funding Source/Recap:** Hospitality &
Awards account numbers of all four cost centers.

Material Included for Information/Consideration: Resolution No. 2022-24.

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 20, 2022

Resolution No. 2022-24
Resolution of the Board of Directors
Marina Coast Water District
In Recognition of Lyssa Farrell for 5 Years
of Service to the Marina Coast Water District

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

WHEREAS, Ms. Lyssa Farrell joined the District on May 18, 2015, as an Intern in the Customer Service Department through the District’s Student Intern Program, and over the following two years, she learned the various aspects of the department such as processing customer payments, billing, and assisting customers both in-person and over the phone; and,

WHEREAS, upon graduation from CSUMB, Lyssa joined the District as a regular employee as a Customer Service Representative I (CSR I) on May 30, 2017; and,

WHEREAS, Lyssa’s prior exposure to the Customer Service (CS) Department enabled her to quickly master the duties of CSR I and meet the criteria to become a Customer Service Representative II (CSR II) whereby she was promoted to CSR II on January 18, 2018; and,

WHEREAS, in 2018, the District conducted a Compensation and Classification Study which resulted in Lyssa’s position retitled to Customer Service Billing Technician II (CSBT II); and,

WHEREAS, Lyssa is an excellent CSBT II and District staff member. She performs her duties with great skill and accuracy, maintains positive and professional relationships with her coworkers, and demonstrates a willingness to take on additional responsibilities when called upon; and,

WHEREAS, Lyssa has a strong work ethic and cares deeply about the success of the customer service team. She has created worksheets and assisted with procedures to support the department billing processes; and,

WHEREAS, Lyssa provides exceptional customer service often going the extra mile to provide our ratepayers with solutions to their issues. With the office closure to the public due to the COVID-19 health crisis, Lyssa was instrumental in providing input to the department Supervisor to modify procedures that would ensure that customers’ needs were met.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Lyssa Farrell’s five years of service to the Marina Coast Water District, award a gift certificate, and wishes her well in her continued service with the District.

PASSED AND ADOPTED on June 20, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors_____

Noes: Directors_____

Absent: Directors_____

Abstained: Directors_____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-24 adopted June 20, 2022.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 10-B

Meeting Date: June 20, 2022

Prepared By: Derek Cray

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-25 in Recognition of Joe Correa and to Adjourn the Meeting in his Memory

Staff Recommendation: Staff recommends the Board of Directors adopt Resolution No. 2022-25 recognizing Joe Correa and adjourn the meeting in his memory.

Background: *Strategic Plan, Goal No. 5.0 – Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

Discussion/Analysis: Joe Correa, a retired employee of the Marina Coast Water District (District), sadly passed away on May 26, 2022. Joe was a well-liked and dedicated employee of the District for 28 years. Joe started his career with the District on May 9, 1992 as a System Operator I and worked his way through the ranks to a Supervisor in 2013. During his time with the District, he was always the go-to person and jack-of-all-trades. Joe was instrumental in maintaining, repairing, and rehabilitating all components within the water and sewer system. During its operation, Joe was the sole Operator of the District's Desal Plant. He immediately took on full ownership and pride in operating it from inception until the day it was taken offline. Joe retired from the District in 2020, but even after his departure, he was still very involved within the O & M department. He would visit sites, provide expert knowledge, and assist in troubleshooting. We could always rely on Joe to pick up the phone and help in any way he could.

Most importantly, Joe was more than just a great employee to the District; he was also a colleague, friend, and mentor to those around him. He loved watching sports, participating in thrill-seeking activities, fabricating and building cars, playing golf, and spending time with his family. Joe had a witty sense of humor and was always one line ahead of you with a funny response.

Joe will be deeply missed but not forgotten. He has left an everlasting impression on those who met him, and his memory will live on.

Environmental Review Compliance: None.

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

Other Considerations: None

Material Included for Information/Consideration: Resolution No. 2022-25.

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

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

June 20, 2022

Resolution No. 2022 - 25
Resolution of the Board of Directors
Marina Coast Water District
In Recognition of Joe Correa
and Adjourning the Meeting in his Memory

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

WHEREAS, on May 26, 2022, our dear friend and former employee, Joe Correa, sadly passed away; and,

WHEREAS, Joe worked for the District for 28 years until his retirement in 2020; and,

WHEREAS, Joe started with the District as a System Operator and worked his way through the ranks to a Supervisor. Joe was always the go-to person and could repair or replace anything that needed to be done; and,

WHEREAS, Joe was the sole person to operate and maintain the District’s Desal Plant; and,

WHEREAS, Joe was very dedicated to the District during his tenure and continued that dedication post-retirement; and,

WHEREAS, Joe was always willing to help anyone in need, day or night, and Joe was a great friend, mentor, and colleague to those around him; and,

WHEREAS, the Board of Directors and the employees of the Marina Coast Water District are deeply saddened by the passing of Joe, and he will be deeply missed.

NOW, THEREFORE, BE IT RESOLVED, that the Marina Coast Water District does hereby express to the Correa family their sincere sympathy on behalf of the Board and the employees; and,

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to the Correa family; and,

BE IT FURTHER RESOLVED; that the Board of Directors of the Marina Coast Water District does hereby adjourn this meeting in memory of Joe Correa.

PASSED AND ADOPTED June 20, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-25 adopted June 20, 2022.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11

Meeting Date: June 20, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Consent Calendar

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

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

Consent calendar consisting of:

- A) Receive and File the Check Register for the Month of May 2022
- B) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 9, 2022
- C) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 16, 2022
- D) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 24, 2022
- E) Receive an Update on the Fiscal Impacts to the District due to Covid-19
- F) Adopt Resolution No. 2022-26 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days
- G) Adopt Resolution No. 2022-27 to Approve the Third Amendment to the Loan Agreement with PNC Bank (formerly BBVA Mortgage Corporation) for Interim Financing of the Regional Urban Water Augmentation Recycled Water Pipeline and Distribution System
- H) Adopt Resolution No. 2022-28 to Adopt the FY 2021-2022 Updates to the Investment Policy
- I) Adopt Resolution No. 2022-29 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes, LP, for the Dunes Phase 1B Promenade Development in Marina, CA
- J) Adopt Resolution No. 2022-30 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Seaside Peninsula Acquisition Group for the Seaside Resort Development in Seaside, CA

Discussion/Analysis: See individual transmittals.

Environmental Review Compliance: None required.

Climate Action: Not applicable.

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

Material Included for Information/Consideration: Check Register for May 2022; draft minutes of May 9, 2022; draft minutes of May 16, 2022; draft minutes of May 24, 2022; Covid Fiscal Impact Graphs; Resolution No. 2022-26; Resolution No. 2022-27; second and third amendment to the loan agreement; Resolution No. 2022-28; red-lined and clean version of the Investment Policy; Resolution No. 2022-29; draft Infrastructure Agreement for the Dunes Phase 1B Promenade Development; Resolution No. 2022-30; and, draft Infrastructure Agreement for the Seaside Resort B&B.

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

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-A

Meeting Date: June 20, 2022

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

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

Staff Recommendation: The Board of Directors receive and file the May 2022 expenditures totaling \$4,105,556.18.

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 2022 and the Board is requested to receive and file the check register. The May check register total was larger than normal due to the annual debt service principal and interest debt service payments on the 2015 Refunding Revenue Bonds (\$664,850) and the 2019 Certificates of Participation (\$1,671,300) for a total of \$2,361,150.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

Financial Impact: ____Yes ____X____No **Funding Source/Recap:** Expenditures are allocated across the six cost centers; 01-Marina Water, 02-Marina Sewer, 03- Ord Water, 04- Ord Sewer, 05-Recycled Water, 06-Regional Water.

Other Consideration: None.

Material Included for Information/Consideration: May 2022 Summary Check Register.

Action Required: ____Resolution ____X____Motion ____Review
(Roll call vote is required.)

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____

Abstained_____

Noes_____

Absent_____

May 2022 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
05/02/2022	72028 - 72043	Check Register	58,920.40
05/09/2022	ACH	Friedman & Springwater LLP	91,918.94
05/09/2022	72044 - 72081	Check Register	326,510.28
05/16/2022	72082 - 72124	Check Register	154,956.01
05/23/2022	Wire	U.S. Bank National Association	2,336,150.00
05/24/2022	72125 - 72177	Check Register	534,748.21
05/31/2022	ACH	Friedman & Springwater LLP	72,062.05
05/31/2022	72178 - 72192	Check Register	60,231.44
05/09/2022	501358 - 501363	Check Register	73,709.41
05/13/2022	501364 - 501365	Payroll Checks and Direct Deposit	104,500.34
05/13/2022	ACH	CalPERS	25,029.52
05/13/2022	ACH	Empower Retirement	13,036.91
05/13/2022	ACH	Internal Revenue Service	43,179.97
05/13/2022	ACH	State of California - EDD	9,207.31
05/13/2022	ACH	WageWorks, Inc.	922.95
05/13/2022	501366	Check Register	688.00
05/18/2022	501367	Board Compensation Checks and Direct Deposit	831.14
05/18/2022	ACH	Internal Revenue Service	137.72
05/27/2022	501368 - 501369	Payroll Checks and Direct Deposit	106,779.10
05/27/2022	ACH	CalPERS	25,199.43
05/27/2022	ACH	Empower Retirement	12,820.65
05/27/2022	ACH	Internal Revenue Service	43,715.51
05/27/2022	ACH	State of California - EDD	9,377.94
05/27/2022	ACH	WageWorks, Inc.	922.95
TOTAL DISBURSEMENTS			<u><u>4,105,556.18</u></u>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72028	04/07/2022	05/02/2022	Salinas Valley Ford	Radio Testing - Vehicle #1101	175.00
72029	04/08/2022	05/02/2022	Monterey Peninsula Unified School District	Water Conservation Education 03/2022	5,283.61
72030	04/11/2022	05/02/2022	Denise Duffy & Associates, Inc.	Water Distribution Laterals Construction Compliance - RUWAP	8,185.67
72031	04/07/2022	05/02/2022	Pitney Bowes Purchase Power (Postage)	Postage Meter Refill	861.69
72032	04/19/2022	05/02/2022	Monterey Bay Analytical Services	Laboratory Testing	562.00
72033	04/05/2022	05/02/2022	Staples Credit Plan	Office Supplies	620.87
72034	04/08/2022	05/02/2022	Orkin Franchise 925	BLM/ IOP Pest Control 04/2022	205.00
72035	04/12/2022	05/02/2022	Carollo Engineers, Inc.	Construction Meetings, Submittal Review - RUWAP	2,815.35
72036	04/20/2022	05/02/2022	Employee Reimbursement	Boot Benefit	174.75
72037	03/29/2022	05/02/2022	Green Rubber-Kennedy AG, LP	General Supplies	364.90
72038	04/26/2022	05/02/2022	Employee Reimbursement	(2) Cases Bottled Water - 2022 Earth Day, Boot Benefit	214.48
72039	04/01/2022	05/02/2022	Monterey Bay Technologies, Inc.	AT&T Technicians Meeting to Move Cables at 4th Ave - Dunes 2 East	270.00
72040	03/28/2022	05/02/2022	Psomas	Construction Management/ Inspections - Gigling LS FM, Ord Village LS FM Improvements	17,287.08
72041	04/26/2022	05/02/2022	Employee Reimbursement	Boot Benefit	200.00
72042	03/31/2022	05/02/2022	Regional Government Services Authority	Deep Aquifer Study	21,500.00
72043	04/26/2022	05/02/2022	Employee Reimbursement	Boot Benefit	200.00
ACH	04/05/2022	05/09/2022	Friedman & Springwater LLP	Legal Services 03/2022	91,918.94
72044	04/21/2022	05/09/2022	Salinas Valley Ford	FDIM Installation/ Radio Repair - Vehicle #1001, Wiper Switch Installation - Vehicle #1801	1,559.55
72045	03/28/2022	05/09/2022	Home Depot Credit Services	General Supplies	1,476.36
72046	04/30/2022	05/09/2022	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
72047	03/28/2022	05/09/2022	CWEA - Monterey Bay Section	(4) Membership Renewals, Grade I Collection System Certification Renewal	859.00
72048	04/14/2022	05/09/2022	Fast Response On-Site Testing	Annual Mask Fit, Hearing Tests	2,230.80
72049	04/18/2022	05/09/2022	Verizon Wireless	Cell Phone Service 04/2022	1,729.12
72050	03/04/2022	05/09/2022	Anderson Pacific Engineering Construction, Inc.	Intermediate Reservoir Valve Replacement - Construction Pmt #2	94,192.50
72051	04/25/2022	05/09/2022	Harris & Associates	Inspection Services - RUWAP Distribution System; Project Management, Document Review and Update, Prep Training Materials and Temp for Inspection/ Tests - Recycled Water; Developers (Enclave at Cypress Grove, Dunes 2 East, Lower Stilwell)	53,380.00
72052	04/22/2022	05/09/2022	Forensic Analytical Consulting Services, Inc.	Asbestos Cement Pipe Class	2,000.00
72053	04/13/2022	05/09/2022	HD Supply Facilities Maintenance LTD	General Supplies	136.73
72054	04/21/2022	05/09/2022	Collins Electrical Company, Inc.	Replacement Wire Installation - Gigling LS	4,550.00
72055	04/22/2022	05/09/2022	NEC Financial Services, Inc.	Phone Equipment Lease 04/2022	335.76
72056	05/02/2022	05/09/2022	Geiger	(2,000) #10 Window Envelopes	347.51
72057	04/21/2022	05/09/2022	Univar Solutions USA, Inc.	(1,280) gals Chlorine - Well 10, Intermediate Reservoir	3,457.73
72058	04/25/2022	05/09/2022	Daiohs USA	Coffee Supplies	352.67

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72059	04/19/2022	05/09/2022	Central Welding and Fabrication LLC	(3) Well Caps, Installation - Central Marina Abandoned Well Lots	2,357.00
72060	04/08/2022	05/09/2022	Green Rubber-Kennedy AG, LP	General Supplies	79.48
72061	04/26/2022	05/09/2022	Employee Reimbursement	(4) Capacitors - Hatten LS	46.15
72062	04/06/2022	05/09/2022	U.S. Bank Corporate Payment Systems	ACWA Spring Conference/ Exhibition - Water Resources Manager, GM; Employment Advertisements (Engineering Technician); SHRM Professional/ Prime HR Pro Membership; Splashtop Remote Desktop - Business Access; GoTo Technologies Annual Subscription; Cloud Hosted Server - CityWorks/ ESRI; SCADA Internet Service; SCADA Mobile/ Laptop Hotspot; General Supplies	7,560.06
72063	04/12/2022	05/09/2022	Richards, Watson & Gershon	Legal Services 03/2022	21,238.00
72064	12/30/2021	05/09/2022	C&N Manufacturing, Inc.	(5) MCWD O&M Jackets	919.94
72065	04/21/2022	05/09/2022	Conservation Rebate Program	3030 King Cir - Hot Water Recirculation Pump Rebate	250.00
72066	04/22/2022	05/09/2022	U.S. Bank National Association	IOP Office Copier Lease 04/20 - 05/19	287.34
72067	04/08/2022	05/09/2022	Remy Moose Manley, LLP	Legal Services 03/2022	35,759.37
72068	05/03/2022	05/09/2022	Monterey Bay Technologies, Inc.	IT Support Services 05/2022	3,451.00
72069	04/29/2022	05/09/2022	ICONIX Waterworks (US), Inc.	Pressure Reducing Valve - PRV Rebuild #25; Float Rod Assembly, (6) Float Rods and Connector Studs, Float Control, Supplies - Hoffman Tank; (4) Gate Valves, (8) Hymax Couplings, (9) Mega Lug Kits, General Supplies	17,078.39
72070	04/27/2022	05/09/2022	Eurofins Eaton Analytical, LLC	Laboratory Testing	9,990.00
72071	04/25/2022	05/09/2022	WageWorks, Inc.	FSA Admin Fees 04/2022	110.00
72072	04/29/2022	05/09/2022	Access Monterey Peninsula, Inc.	Filming and Production 04/2022	460.00
72073	04/21/2022	05/09/2022	Conservation Rebate Program	3106 Crescent Ave #29 - Toilet Rebate	50.00
72074	04/12/2022	05/09/2022	Aleshire & Wynder, LLP	Legal Services 01/2022, 03/2022	20,994.69
72075	04/18/2022	05/09/2022	Conservation Rebate Program	3128 Shoemaker Pl - (2) Toilet Rebates	150.00
72076	04/28/2022	05/09/2022	AT&T	Phone and Alarm Line Services 04/2022	214.60
72077	04/25/2022	05/09/2022	WEX Bank	Fleet Gasoline 04/2022	7,457.27
72078	03/31/2022	05/09/2022	Local Government Commission	MCWD CAP Research/ Planning, Data Analysis/ GHG Inventory 03/2022	2,636.36
72079	04/06/2022	05/09/2022	Zanjero, Inc.	Desal Plant Program Management, CIP Program Tool 02/2022 - 03/2022	23,620.00
72080	04/18/2022	05/09/2022	Conservation Rebate Program	2995 Minaret Way - Washer Rebate	150.00
72081	04/21/2022	05/09/2022	Bartle Wells Associates	Legal Services 03/2022	5,030.00
72082	04/30/2022	05/16/2022	Ace Hardware of Watsonville, Inc.	General Supplies	638.73
72083	04/27/2022	05/16/2022	Quinn Company	Annual Load Bank Generator Testing - (7) Locations	7,446.30
72084	04/07/2022	05/16/2022	Monterey Peninsula Engineering	RUWAP Distribution System - Construction Pmt #19A	60,670.00
72085	05/03/2022	05/16/2022	MBS Business Systems	Copier Maintenance (2 Units) 02/02 - 08/05	1,599.96
72086	05/05/2022	05/16/2022	Monterey Bay Analytical Services	Laboratory Testing	1,502.00
72087	04/28/2022	05/16/2022	American Supply Company	Janitorial Supplies	197.09

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72088	04/30/2022	05/16/2022	Dilbeck & Sons, Inc.	Replace Hand Dryer - BLM	1,430.97
72089	04/30/2022	05/16/2022	BHI Management Consulting	Plan Development, Travel Expenses - Strategic Plan Workshop #2	3,465.00
72090	03/20/2022	05/16/2022	Don Chapin Co., Inc	(18.91) tons Backfill Sand, (20.03) tons Cold Mix - Lexington Ct; Patch/ Pave - Various Locations	7,307.31
72091	05/03/2022	05/16/2022	Employee Reimbursement	Boot Benefit	200.00
72092	04/22/2022	05/16/2022	esri - Environmental Systems Research Institute	ArcEditor/ ArcGIS Software 07/2022 - 06/2023	8,900.00
72093	04/27/2022	05/16/2022	Monterey County Water Resources Agency	Technical/ Professional Assistance - Groundwater Sustainability Plan Development	563.86
72094	04/25/2022	05/16/2022	Green Rubber-Kennedy AG, LP	General Supplies	264.72
72095	04/16/2022	05/16/2022	Graniterock Company	(3.93) tons Drain Rock - Well 31	236.14
72096	04/12/2022	05/16/2022	Griffith, Masuda & Hobbs	Legal Services 03/2022	38,263.79
72097	05/06/2022	05/16/2022	TIAA, FSB	Ord Office Copier, eCopy ScanStation Leases 05/2022	422.04
72098	04/30/2022	05/16/2022	Iron Mountain, Inc.	Shredding Service 04/2022	241.68
72099	04/28/2022	05/16/2022	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 04/2022	386.54
72100	05/01/2022	05/16/2022	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 04/2022	5,150.00
72101	04/26/2022	05/16/2022	Akel Engineering Group, Inc.	Legal Services 03/2022	3,825.00
72102	04/30/2022	05/16/2022	Local Government Commission	MCWD CAP Research/ Planning, Data Analysis/ GHG Inventory 04/2022	2,636.36
72103	04/28/2022	05/16/2022	Conservation Rebate Program	602 Monterey Rd - Washer Rebate	100.00
72104	05/03/2022	05/16/2022	Employee Reimbursement	CWEA Membership Fee, Grade II Collection System Exam Fee	387.00
72105	03/23/2022	05/16/2022	Bartle Wells Associates	Legal Services 01/2022	3,971.00
72106	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 14841 Kit Carson Dr	117.00
72107	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 4747 Sea Crest Dr	3.12
72108	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 3220 Melanie Rd	30.46
72109	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 412 Brittany Rd	35.00
72110	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 479 Lewis Pl	44.55
72111	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 205 Sicily Rd	150.00
72112	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 193 Terry Cir	12.24
72113	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 3018 Parson Cir	44.55
72114	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 319 Brittany Rd	126.94
72115	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 21894 Ord Ave	35.00
72116	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 4780 Peninsula Point Dr	35.00
72117	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - Hydrant Meter	2,105.77
72118	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 471 Albert Way	7.39
72119	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 266 Reservation Rd #K	27.26
72120	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 3039 Marina Dr #5	41.86
72121	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 5 Bayonet Ct	53.41
72122	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 266 Reservation Rd #L	27.26
72123	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - 13801 Sherman Blvd	238.20
72124	05/10/2022	05/16/2022	Customer Service Refund	Refund Check - Hydrant Meter	2,015.51

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
Wire	04/05/2022	05/23/2022	U.S. Bank National Association (Bond Payments)	2015 Series A Bond and 2019 Series Bond Payments	2,336,150.00
72125	05/05/2022	05/24/2022	Quinn Company	Annual Load Bank Generator Testing - (2) Locations	1,938.00
72126	05/06/2022	05/24/2022	Becks Shoe Store, Inc. - Salinas	Boot Benefit - (2) O&M	398.72
72127	04/30/2022	05/24/2022	Insight Planners	2021 CCR - Layout and Production, Web Development/ Maintenance and Hosting 04/2022	2,049.00
72128	04/27/2022	05/24/2022	Monterey County EHB	(8) Haz Mat Facility Permits	6,064.00
72129	04/27/2022	05/24/2022	Monterey County EHB	(9) Haz Mat Facility Permits	8,051.00
72130	04/27/2022	05/24/2022	Monterey County EHB	(8) Haz Mat Facility Permits	6,064.00
72131	04/27/2022	05/24/2022	Monterey County EHB	(5) Haz Mat Facility Permits, Liquid Waste Hauler Permit - Vehicle #2001	4,333.00
72132	05/06/2022	05/24/2022	PG&E	Gas and Electric Service 04/2022	94,544.08
72133	05/03/2022	05/24/2022	Area Communications	Answering Service 04/06 - 05/03	327.35
72134	03/31/2022	05/24/2022	Schaaf & Wheeler	Construction Meetings, Respond to RFI's, Review Submittals - Ord Village LS FM Improvements; Construction Phase - A1/A2 Tanks B/C Booster; Modeled Existing System Fire Flows in Central Marina - O&M Support; Developers (Campus Town, Joby Aviation, University Villages 1 & 2, Wathen-Castanos Homes)	32,695.70
72135	04/30/2022	05/24/2022	Monterey Regional Waste Management District	Diesel Fuel Disposal	167.00
72136	05/06/2022	05/24/2022	MBS Business Systems	Copier Maintenance 05/12 - 08/11	172.03
72137	03/30/2022	05/24/2022	Owen Equipment	(2) Rambo, (2) Traction, Equalizer, Power Nozzles	13,843.44
72138	05/08/2022	05/24/2022	Pitney Bowes Purchase Power (Postage)	Service Fee	27.55
72139	05/05/2022	05/24/2022	Staples Credit Plan	Office Supplies	380.40
72140	05/01/2022	05/24/2022	Maynard Group	AT&T Wireless Backup, eMVS Cloud, VoIP Services, NEC Phone Equipment Maintenance, General Services 05/2022	3,942.05
72141	04/29/2022	05/24/2022	Shape Incorporated	Rebuild Pump - Ord Village LS	15,593.33
72142	04/30/2022	05/24/2022	DataProse, LLC	Customer Billing Statements 04/2022	4,727.49
72143	05/20/2022	05/24/2022	NEC Financial Services, Inc.	Phone Equipment Lease 05/2022	335.76
72144	04/28/2022	05/24/2022	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	88.42
72145	05/02/2022	05/24/2022	Dwyer Instruments, Inc.	Level Transducer - Well 11	2,355.34
72146	04/30/2022	05/24/2022	Pacific Ag Rentals LLC	Mobile Restroom Rental - Beach/ Ord Offices	1,267.79
72147	05/19/2022	05/24/2022	Employee Reimbursement	Grade II Collection System Exam Fee	195.00
72148	04/30/2022	05/24/2022	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
72149	05/06/2022	05/24/2022	Conservation Rebate Program	3174 Ninole Dr - Toilet Rebate	75.00
72150	05/05/2022	05/24/2022	American Language Services	2021 Consumer Confidence Report - Translation Services	3,560.00
72151	04/27/2022	05/24/2022	Green Rubber-Kennedy AG, LP	General Supplies	73.48
72152	05/19/2022	05/24/2022	Marina Tire & Auto Repair	Spare Tire Repair, Oil Change - Vehicle #1302; Rear Brake Replacement, Oil Change - Vehicle #1701; Tire Repair/ Rotation, Oil Change - Vehicle #1306	780.36
72153	04/21/2022	05/24/2022	Edges Electrical Group, LLC	Plug - Tow Behind Generator, General Supplies	1,057.37
72154	08/09/2021	05/24/2022	GSE Construction Co., Inc.	Imjin LS Improvements - Retention Release	45,966.34

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72155	05/03/2022	05/24/2022	Abacherli Fence Co.	Gate Installation - Booker LS, Crescent LS	3,100.00
72156	05/13/2022	05/24/2022	U.S. Bank National Association	Beach Office Copier Lease 05/10 - 06/09	275.32
72157	05/13/2022	05/24/2022	Eurofins Eaton Analytical, LLC	Laboratory Testing	1,625.00
72158	04/30/2022	05/24/2022	Peninsula Messenger LLC	Courier Service 05/2022	244.00
72159	04/19/2022	05/24/2022	Western Exterminator Company	Pest Control - Beach Office 04/2022	106.75
72160	05/01/2022	05/24/2022	Simpler Systems, Inc.	UB Datapp Maintenance 05/2022	500.00
72161	04/28/2022	05/24/2022	Security Shoring & Steel Plates, Inc.	4x6 Steel Plate, General Supplies	1,395.44
72162	04/30/2022	05/24/2022	Johnson Electronics	BLM Fire Alarm Monitoring 04/2022 - 06/2022	84.00
72163	05/04/2022	05/24/2022	EKI Environment & Water, Inc.	Groundwater Sustainability Planning Implementation Actions, Monterey Subbasin Groundwater Sustainability Plan Prop 68	82,433.64
72164	04/30/2022	05/24/2022	Cintas Corporation No. 630	Uniforms, Towels, Rugs 04/2022; (5) Knit Caps - O&M; District Dress Shirt - BoD	1,106.68
72165	05/01/2022	05/24/2022	Verizon Connect NWF, Inc.	GPS Service - (12) Fleet Vehicles 04/2022, (2) 9-Pin Heavy Duty Harnesses - OBD Units	190.48
72166	04/25/2022	05/24/2022	Psomas	Construction Management/ Inspections - A1/A2 Tanks B/C Booster, Intermediate Reservoir Recoating, Ord Village LS FM Improvements, Intermediate Reservoir Valve Replacement	162,412.11
72167	05/03/2022	05/24/2022	Ritter GIS, Inc.	Cityworks Update	3,920.00
72168	05/16/2022	05/24/2022	Employee Reimbursement	Grade II Water Treatment Exam/ Certification Fee	125.00
72169	04/30/2022	05/24/2022	AutoZone Parts, Inc.	Auto/ General Supplies	50.49
72170	04/28/2022	05/24/2022	Toledo Industrial Coatings	Intermediate Reservoir Recoating - Construction Pmts 5, 7	14,820.00
72171	05/04/2022	05/24/2022	Golden State Truck and Trailer Repair, Inc.	Oil Change - Vehicle #2101	496.42
72172	05/06/2022	05/24/2022	Conservation Rebate Program	488 Logan Way - Washer Rebate	150.00
72173	05/06/2022	05/24/2022	Conservation Rebate Program	141 Peppertree Pl - (2) Toilet Rebates	150.00
72174	05/16/2022	05/24/2022	Employee Reimbursement	Grade II Collection System Exam Fee	195.00
72175	05/17/2022	05/24/2022	Conservation Rebate Program	668 Horn Ct - Washer Rebate	100.00
72176	05/10/2022	05/24/2022	Bartle Wells Associates	Legal Services 04/2022	8,199.00
72177	05/01/2022	05/24/2022	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 05/2022	777.38
ACH	04/05/2022	05/31/2022	Friedman & Springwater LLP	Legal Services 04/2022	72,062.05
72178	05/13/2022	05/31/2022	Quinn Company	Generator Programming - Imjin LS	1,390.78
72179	05/09/2022	05/31/2022	Monterey Peninsula Unified School District	Water Conservation Education 04/2022	3,666.18
72180	04/28/2022	05/31/2022	Home Depot Credit Services	General Supplies	2,984.78
72181	05/10/2022	05/31/2022	Carollo Engineers, Inc.	Submittal Review, Project Administration - RUWAP	2,306.95
72182	05/06/2022	05/31/2022	Power Engineers, Inc.	CityWorks/ ESRI Support Services 04/2022	397.50
72183	05/23/2022	05/31/2022	Daiohs USA	Coffee Supplies	276.16
72184	05/06/2022	05/31/2022	U.S. Bank Corporate Payment Systems	Employment Advertisements (Engineering Technician); Steel Telescopic Debris Grabber; (2) Monitors and UPS - Customer Service; Cloud Hosted Server - CityWorks/ ESRI; SCADA Internet Service; SCADA Mobile/ Laptop Hotspot; Zoom Pro/ Webinar Service; General Supplies	7,761.25

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72185	05/23/2022	05/31/2022	Monterey Bay Technologies, Inc.	Dell PowerEdge R750 Server Setup/ Configuration, (10) Microsoft SQL Server 2017/ (5) Microsoft Windows Server 2019 Licenses	5,839.32
72186	05/05/2022	05/31/2022	Boutin Jones, Inc.	Legal Services 04/2022	760.00
72187	05/13/2022	05/31/2022	Community Printers, Inc.	(15,500) 2021 Consumer Confidence Reports - Split/ Shipped	4,722.72
72188	05/23/2022	05/31/2022	Employee Reimbursement	Boot Benefit	200.00
72189	05/04/2022	05/31/2022	Zanjero, Inc.	Desal Plant Program Management, CIP Program Tool 04/2022	8,460.00
72190	04/20/2022	05/31/2022	Dell Marketing LP	Dell PowerEdge R750 Server	21,369.18
72191	04/12/2022	05/31/2022	Interstate Battery of San Jose	General Supplies	84.74
72192	05/25/2022	05/31/2022	Customer Service Refund	Refund Check - 144 Seal Ct	11.88
501358	05/03/2022	05/09/2022	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 06/2022	69,567.17
501359	04/25/2022	05/09/2022	AFLAC	Employee Paid Benefits 04/2022	2,148.99
501360	05/03/2022	05/09/2022	Pinnacle Medical Group, Inc.	Drug Test (DOT) - (2) O&M	230.00
501361	04/17/2022	05/09/2022	Principal Life	Employee Paid Benefits 04/2022, 05/2022	513.15
501362	04/16/2022	05/09/2022	Transamerica Life Insurance Company	Employee Paid Benefits 04/2022	1,010.10
501363	05/06/2022	05/09/2022	MBWWA	Water Distribution Operator Exam Refresher Course - Conservation/ (5) O&M	240.00
501364 - 501365	05/13/2022	05/13/2022	Payroll Checks and Direct Deposit	Payroll Ending 05/06/2022	104,500.34
ACH	05/13/2022	05/13/2022	CalPERS	Payroll Ending 05/06/2022	25,029.52
ACH	05/13/2022	05/13/2022	Empower Retirement	Payroll Ending 05/06/2022	13,036.91
ACH	05/13/2022	05/13/2022	Internal Revenue Service	Payroll Ending 05/06/2022	43,179.97
ACH	05/13/2022	05/13/2022	State of California - EDD	Payroll Ending 05/06/2022	9,207.31
ACH	05/13/2022	05/13/2022	WageWorks, Inc.	Payroll Ending 05/06/2022	922.95
501366	05/13/2022	05/13/2022	General Teamsters Union	Payroll Ending 05/06/2022	688.00
501367	05/18/2022	05/18/2022	Board Compensation Checks and Direct Deposit	Board Compensation 04/2022	831.14
ACH	05/18/2022	05/18/2022	Internal Revenue Service	Board Compensation 04/2022	137.72
501368 - 501369	05/27/2022	05/27/2022	Payroll Checks and Direct Deposit	Payroll Ending 05/20/2022	106,779.10
ACH	05/27/2022	05/27/2022	CalPERS	Payroll Ending 05/20/2022	25,199.43
ACH	05/27/2022	05/27/2022	Empower Retirement	Payroll Ending 05/20/2022	12,820.65
ACH	05/27/2022	05/27/2022	Internal Revenue Service	Payroll Ending 05/20/2022	43,715.51
ACH	05/27/2022	05/27/2022	State of California - EDD	Payroll Ending 05/20/2022	9,377.94
ACH	05/27/2022	05/27/2022	WageWorks, Inc.	Payroll Ending 05/20/2022	922.95

Total Disbursements for May 2022 4,105,556.18

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-B

Meeting Date: June 20, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 9, 2022

Staff Recommendation: The Board of Directors approve the draft minutes of the May 9, 2022 special joint Board meeting.

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

Discussion/Analysis: The draft minutes of May 9, 2022 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of May 9, 2022.

Action Required: ___ Resolution ___ X Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting
Hybrid Meeting
May 9, 2022

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:03 p.m. on May 9, 2022, with Board members and staff present at 920 2nd Avenue, Suite A, Marina, California; and, via Zoom teleconference for the public in Marina, California.

2. Roll Call:

Board Members Present:

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

Board Members Absent:

None

Staff Members Present:

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

Audience Members:

Andy Sterbenz, Schaaf & Wheeler
Phil Clark, Seaside Resident

3. Pledge of Allegiance:

Vice President Cortez led everyone present in the Pledge of Allegiance.

4. Action Item:

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

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

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

5. Budget Workshop:

- A. Receive Presentation on the Proposed FY 2022-2023 District Budget and Provide Direction Regarding Preparation of the Final Budget Documents:

Ms. Kelly Cadiente, Director of Administrative Services, introduced this item and gave a presentation to the Board. She reviewed the cost centers, cost allocations, and key assumptions regarding revenues and expenses. Ms. Cadiente noted that the Board is also being asked to waive Section 6.08.070 of the District Code that provides twenty-five percent of all monthly water charges collected by the District shall be used for long-term water supply projects. The Board asked clarifying questions.

Ms. Cadiente reviewed the proposed budget for the Administration Department. The Board asked clarifying questions and made some suggestions.

Mr. Derek Cray, Operations and Maintenance Manager, reviewed the proposed budget for the Operations and Maintenance Department. The Board asked clarifying questions.

Mr. Patrick Breen, Water Resources Manager, reviewed the proposed budgets for the Engineering Department and the Water Resources Department. The Board asked clarifying questions.

Ms. Cadiente said that the budget, with changes, will be brought back for the May 16th Board meeting.

6. Director's Comments:

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

7. Adjournment:

The meeting was adjourned at 9:14 p.m.

Special Board Meeting
May 9, 2022
Page 3 of 3

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-C

Meeting Date: June 20, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of May 16, 2022

Staff Recommendation: The Board of Directors approve the draft minutes of the May 16, 2022 regular joint Board/GSA meeting.

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

Discussion/Analysis: The draft minutes of May 16, 2022 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of May 16, 2022.

Action Required: ___ Resolution ___ X Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Marina Coast Water District

Regular Board Meeting/Groundwater Sustainability Agency Board Meeting

Via Zoom Teleconference

May 16, 2022

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:00 p.m. on May 16, 2022 via Zoom teleconference in Marina, California. President Shriner then proceeded with a land acknowledgement. “As Marina Coast Water District celebrates its 60th year providing publicly owned water service to its customers in Marina and the Ord Community, we acknowledge that our service area is located on the traditional lands of the Esselen people. They are known today as the Ohlone/Coastanoan-Esselen Nation. We respect their elders, past, present, and emerging, for they hold the memories, traditions, culture, and hopes of the Esselen people. We also acknowledge the government of the Ohlone/Coastanoan Esselen Nation and appreciate the spiritual role it plays today in preserving the cultural, historical and heritage beliefs of the Esselen people. We are grateful that they share their traditional lands with us.”

2. Roll Call:

Board Members Present:

Jan Shriner – President

Herbert Cortez – Vice President

Thomas P. Moore

Gail Morton – arrived at 6:20 p.m.

Matt Zefferman

Board Members Absent:

None.

Staff Members Present:

Remleh Scherzinger, General Manager

Roger Masuda, District Counsel

Kelly Cadiante, Director of Administrative Services

Derek Cray, Operations and Maintenance Manager

Cheryl Parker, Associate Engineer

Teo Espero, IT Administrator

Paula Riso, Executive Assistant/Clerk to the Board

Agenda Item 2 (continued):

Audience Members:

Andy Sterbenz, Schaaf & Wheeler
Joe Pineda, MCWD
Erin Harwayne, Denise Duffy & Associates
Kevin Kostiuk, Raftelis
Phil Clark, Seaside Resident
Doug Yount, Shea Homes
Peter Le, Marina Resident

President Shriner commented that Item 9-C will begin promptly at 7:00 p.m. pursuant to the Public Notice that was sent out to customers.

3. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:04 p.m. to discuss the following items:

4. Closed Session:

- A. Pursuant to Government Code 54957
Conference with Labor Negotiators
Agency Designated Representative: General Manager
Employee Organizations: MCWD Employee Association and Teamsters Local 890
- B. Pursuant to Government Code 54957
Public Employee Performance Evaluation
Title: General Manager

Director Morton joined the meeting at 6:20 p.m. The Board ended closed session at 6:55 p.m. President Shriner reconvened the meeting to open session at 6:58 p.m.

5. Reportable Actions Taken During Closed Session:

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

6. Pledge of Allegiance:

Director Morton led everyone present in the pledge of allegiance.

7. Oral Communications:

Mr. Peter Le, Marina resident, commented that he sent an email to the Board members that the posting of the agenda on the District website wasn't posted in accordance with the legal requirements. He also stated that the information on the website changed and referred the Board to his email he submitted for more details. Mr. Le's email will be added as additional correspondence.

President Shriner commented that it was 7:00 p.m. and moved forward with Item 9-C.

9. Action Item:

- C. Conduct a Public Hearing for Proposed Recycled Water Rates and Adopt Resolution No. 2022-20 to Adopt District Rates, Fees, and Charges for Recycled Water Service, excluding Capacity Charges:

Ms. Kelly Cadiente, Director of Administrative Services, introduced this item.

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

Ms. Cadiente gave a brief presentation on the proposed Recycled Water Rates.

President Shriner asked if the Board had any clarifying questions. The Board did not have any clarifying questions.

President Shriner asked if any public members would like to make comments. Mr. Le stated that he submitted comments to the Board members and wants them included into the record. He also asked the Board to address the main questions of whether there will be 1,427 acre-feet of recycled water available next year, or only 600 acre-feet. Mr. Le said there is a discrepancy between the adopted rate study and the budget for the amount paid by potable water users. He asked that there be consistency between the budget and rate study.

Noting that there were no other public comments, President Shriner closed the Public Hearing at 7:08 p.m.

Ms. Cadiente stated that she did not see a difference between the budget and rate study numbers mentioned by Mr. Le.

Director Moore made a motion to adopt Resolution No. 2022-20 to adopt District Rates, Fees, and Charges for Recycled Water Service, excluding Capacity Charges. Director Morton seconded the motion. Director Moore stated that in answer to Mr. Le's question, there is no way to forecast how much recycled water will be needed next year as it will depend on the demand.

Agenda Item 9-C (continued):

The motion was passed by the following vote:

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

8. Consent Calendar:

Director Morton made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of April 2022; B) Receive the Quarterly Financial Statements for January 1, 2022 to March 31, 2022; C) Approve the Draft Minutes of the Special Joint Board Meeting of April 11, 2022; D) Approve the Draft Minutes of the Regular Joint Board Meeting of April 18, 2022; E) Adopt Resolution No. 2022-17 Ordering an Election, Requesting County Elections to Conduct the Election, and Requesting Consolidation of the Election Set for November 8, 2022; F) Adopt Resolution No. 2022-18 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days; and G) Receive an Update on the Fiscal Impacts to the District due to Covid-19. Director Moore seconded the motion. President Shriner asked if the public wanted to pull any items or make any comments. Hearing none, Director Morton reaffirmed her motion and Director Moore reaffirmed his second of the motion. The motion was passed by the following vote:

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

9. Action Items:

- A. Consider Adoption of Resolution No. 2022-19 to Find that the MCWD Sphere of Influence Amendment and Annexation for Monterey County A.P.N. (031-15-016; 018; 024; 029; 031; 032; 036-44; 054-056); (031-261-003; 004); and (031-152-011) is Categorically Exempt from CEQA under CEQA Guidelines Section 15061(b)(3); and Direct Staff to File an Application with the Local Agency Formation Commission:

Mr. David Hobbs, District Counsel, introduced this item.

Director Moore made a motion to adopt Resolution No. 2022-19 to find that the MCWD Sphere of Influence Amendment and Annexation for Monterey County A.P.N. (031-15-016; 018; 024; 029; 031; 032; 036-44; 054-056); (031-261-003; 004); and (031-152-011) is Categorically Exempt from CEQA under CEQA Guidelines Section 15061(b)(3); and direct staff to file an application with the Local Agency Formation Commission. Director Zefferman seconded the motion. The motion was passed by the following vote:

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

B. Consider the Introduction and First Reading of Ordinance No. 62, An Ordinance Amending Title 4, Recycled Water, of the Marina Coast Water District Code:

Ms. Cheryl Parker, Associate Engineer, introduced this item and went over the changes staff made to the Ordinance after the packet was published. The Board asked clarifying questions regarding the penalties and permitting for this ordinance as well as the process for adopting the Ordinance.

Following a lengthy discussion, Mr. Scherzinger apologized and requested to pull this item from the agenda to allow staff to refine the Ordinance and bring the First Reading back at the special meeting scheduled for May 24th.

President Shriner recessed the meeting from 8:16 p.m. to 8:25 p.m.

D. Adopt Resolution No. 2022-21 to Adopt the Marina Coast Water District Budget for FY 2022-2023 and Waive Section 6.08.070 of the District Code for FY 2022-2023:

Ms. Cadiente introduced this item. The Board and staff noted some typos.

Director Morton made a motion to adopt Resolution No. 2022-21 to adopt the Marina Coast Water District Budget for FY 2022-2023 and Waive Section 6.08.070 of the District Code for FY 2022-2023, as revised. Director Moore seconded the motion. The motion was passed by the following vote:

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

10. Informational Items:

A. General Manager's Report:

Mr. Scherzinger gave the following updates:

- 1) The District is receiving \$56,000 for the sewer arrearages program.
- 2) The Ferguson Group has been retained to help with Federal grants.
- 3) The proposed Public Relations Firm has changed out some team members and the proposal will be brought back for consideration at the next meeting.
- 4) A contract employee was hired to help with the GIS and cataloging assets which will help with the CIP process.
- 5) The Climate Action Plan will be ready to discuss at the next meeting and looking to appoint an Ad Hoc Committee to help pull the Plan together.
- 6) At the ACWA Conference, met with the Deputy Secretary of the Interior, Gary Gold. He also talked to Secretary of Natural Resources, Wade Crowfoot, who is interested in meeting with MCWD Board and touring the Pure Water Monterey Plant. A new proposed Bill, AB2201 will give groundwater management agencies the authority over wells, and it is causing heartburn for ACWA agencies as some want this and others don't.

B. Committee and Board Liaison Reports:

1. M1W Board Member Liaison:

Director Moore gave a brief update. Vice President Cortez thanked M1W staff for the warm welcome as an alternate to their Board.

11. Correspondence:

President Shriner noted that the Marina High School thanked MCWD staff for their assistance on Earth Day.

12. Board Member Requests for Future Agenda Items:

Director Zefferman said he was glad to hear the Climate Action Plan was coming forward.

12. Director's Comments:

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

13. Adjournment:

The meeting was adjourned at 8:52 p.m.

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-D

Meeting Date: June 20, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Approve the Draft Minutes of the Special Joint Board/GSA Meeting of May 24, 2022

Staff Recommendation: The Board of Directors approve the draft minutes of the May 24, 2022 special joint Board meeting.

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

Discussion/Analysis: The draft minutes of May 24, 2022 are provided for the Board to consider approval.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Draft minutes of May 24, 2022.

Action Required: ___ Resolution ___ **X** ___ Motion ___ Review

Board Action

Motion By _____ Seconded By _____ No Action Taken _____

Ayes _____ Abstained _____

Noes _____ Absent _____



Marina Coast Water District

Special Board Meeting/Groundwater Sustainability Agency Board Meeting
Hybrid Meeting
May 24, 2022

Draft Minutes

1. Call to Order:

President Shriner called the meeting to order at 6:00 p.m. on May 24, 2022, with Board members and staff present at 920 2nd Avenue, Suite A, Marina, California; and, via Zoom teleconference for the public in Marina, California.

2. Roll Call:

Board Members Present:

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

Board Members Absent:

None

Staff Members Present:

Remleh Scherzinger, General Manager
David Hobbs, District Counsel – via Zoom
Kelly Cadiente, Director of Administrative Services
Derek Cray, Operations and Maintenance Manager
Patrick Breen, Water Resources Manager
Rose Gill, Human Resources/Risk Administrator
Cheryl Parker, Senior Engineer
Teo Espero, IT Administrator
Paula Riso, Executive Assistant/Clerk to the Board

Audience Members:

Brent Ives, BHI Consulting, Inc.
Andy Sterbenz, Schaaf & Wheeler
Phil Clark, Seaside Resident

3. Pledge of Allegiance:

Director Moore led everyone present in the Pledge of Allegiance.

4. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:03 p.m. to discuss the following item:

5. Closed Session:

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

The Board ended closed session at 7:25 p.m. President Shriner reconvened the meeting to open session at 7:28 p.m.

6. Reportable Actions Taken During Closed Session:

President Shriner stated that the Board provided direction to the Board President on the General Manager's contract and it will be moving forward.

7. Action Items:

- A. Adopt Resolution No. 2022-22 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days:

Director Morton made a motion to adopt Resolution No. 2022-22 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days. Director Moore seconded the motion. The motion was passed by the following vote:

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

- B. Consider the Introduction and First Reading of Ordinance No. 62, An Ordinance Amending Title4, Recycled Water, of the Marina Coast Water District Code:

Ms. Cheryl Parker, Senior Engineer, introduced this item and reviewed the edits made following the last discussion on this item. Director Morton and Director Moore made comments. The proposed change is to remove the bullet letter "A" from Section 4.28.100.

Director Morton made a motion to waive the reading of the entire Ordinance No. 62 an Ordinance amending sections 1.04.010, 4.28.010, 4.28.020, 4.28.030, and 4.28.040; and establishing sections 4.28.050, 4.28.060, 4.28.070, 4.28.080, 4.28.090, 4.28.100, 4.28.110, 4.28.120 to the District Code pertaining to water service. Director Zefferman seconded the motion.

Agenda Item 7-B (continued):

The motion was passed by the following vote:

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

Director Moore made a motion to set a Public Hearing for June 20, 2022, at 7:00 p.m. for consideration of adopting the Ordinance. Vice President Cortez seconded the motion. The motion was passed by the following vote:

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

8. Workshop:

A. Strategic Planning Workshop:

Mr. Brent Ives, BHI Consulting, Inc. introduced this item to the Board.

Mr. Ives reviewed the four Strategic Focus Items: 1) Water Resources; 2) Fiscal Health; 3) Organizational Health; and, 4) Facilities. Staff and Board members worked together to refine the Strategic Focus items and goals.

Director Zefferman noted it was nearly 10:00 p.m. and asked if anyone wanted to make a motion to continue the meeting past 10:00 p.m.

Director Moore made a motion to continue the discussion and complete the agenda by no-later-than 10:15 p.m. Director Morton seconded the motion. The motion was passed by the following vote:

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

Following discussion, it was agreed that Mr. Scherzinger will bring back a final Strategic Plan for Board approval as soon as staff incorporated all the discussed changes.

9. Director's Comments:

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

10. Adjournment:

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

APPROVED:

Jan Shriner, President

ATTEST:

Paula Riso, Deputy Secretary

Marina Coast Water District Staff Report

Agenda Item: 11-E

Meeting Date: June 20, 2022

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Fiscal Impact of COVID-19 Report

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

This report includes the following:

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

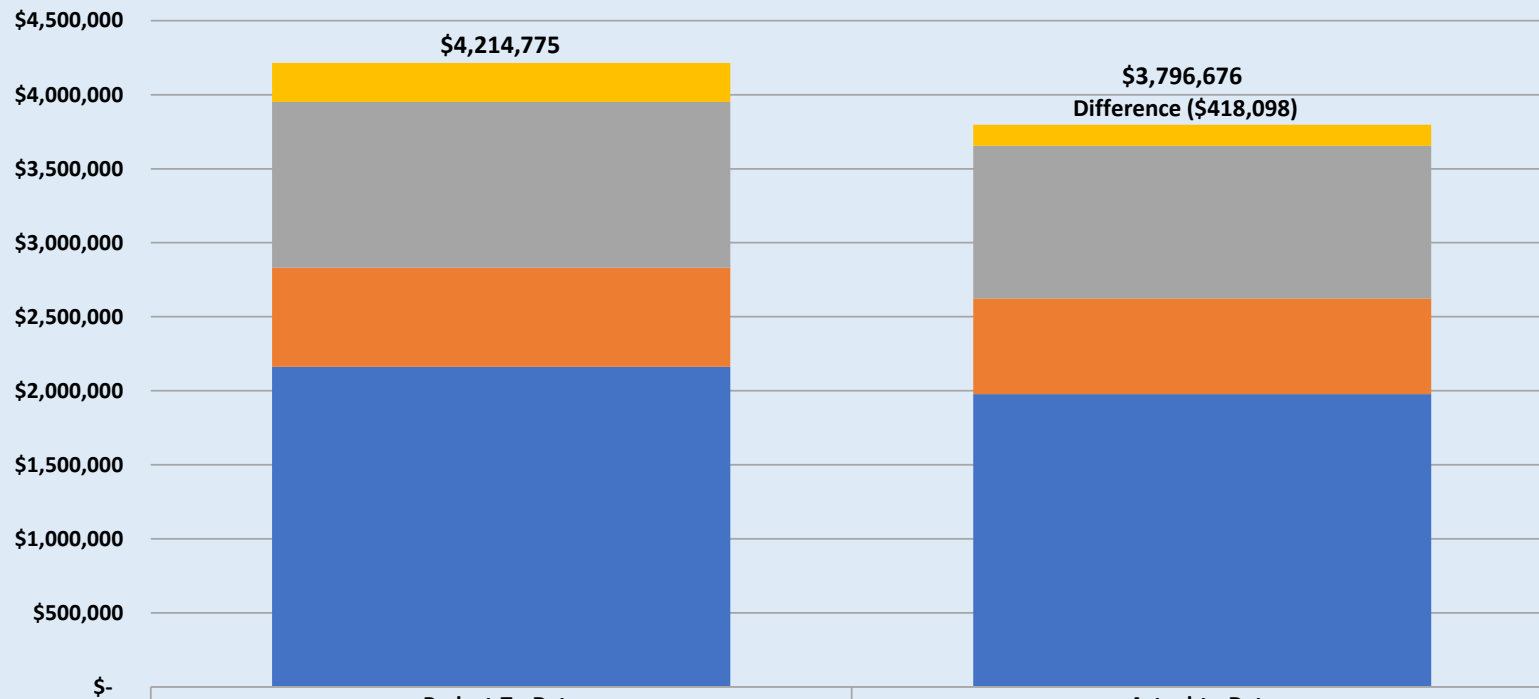
FY 2021-2022 actual water revenue through May 2022 was below budgeted revenue for Central Marina by \$418,098. The Ord Community was above budgeted revenue by \$76,036.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic by \$87,720.18 (194%) and \$590,132.74 (67%), respectively. If Bay View Mobile Home Park's main master meter account is not considered, Ord Community Accounts Receivable balance has increased by \$423,901.34 (624%). Unfortunately, the balances tend to fluctuate from month to month due to billing dates and the number of days in the month.

Governor Newsom's 2021–22 May revise to the state budget included \$1 billion in American Rescue Plan Act funds to be used to provide direct payments to water systems to address customer arrearages and revenue gaps related to the pandemic. The State Water Resources Control Board (SWRCB) required all water districts to participate in a survey to be considered for funding. Staff submitted MCWD's survey on September 7, 2021. The survey information was compiled by the SWRCB and determined that 100% of the number of arrearages reported will qualify for assistance. Staff completed the application and submitted it to SWRCB on November 16, 2021. Payment from the State was received at the end of January 2022. All credits have been applied to customer accounts as of March 31, 2022.

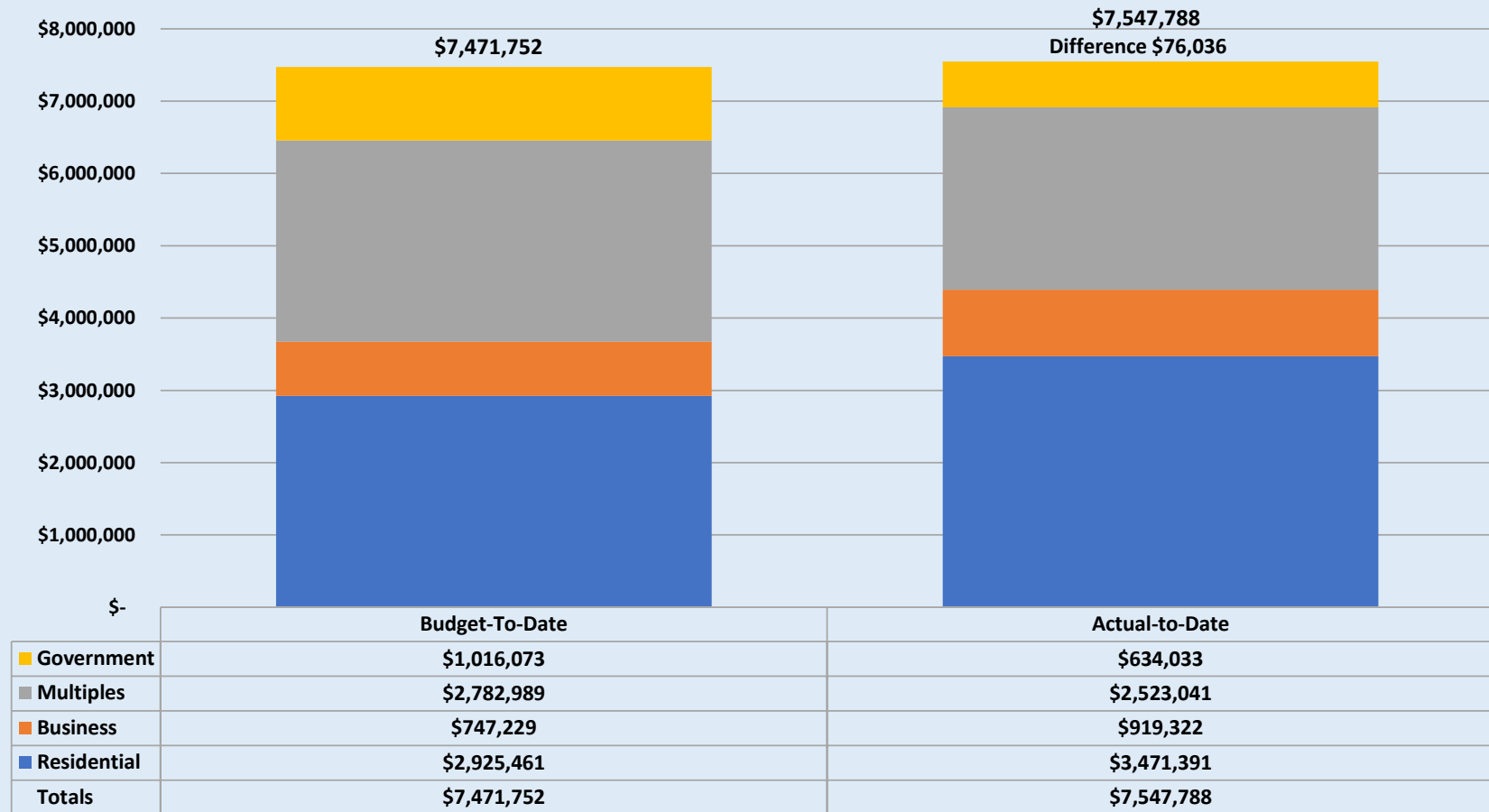
On March 17, 2022, staff submitted the application for the Wastewater Arrearages Funding Program which will further aid customers who have been impacted by the pandemic. The District received payment in May 2022. The process for applying the credits to customer accounts is slightly different from the Water Arrearages Program. Credits will first be applied to customer accounts. Second, letters will be sent to credit recipients to inform them of the credit applied to their account and the offer to set up payment plans for any remaining arrearages of their account balances. Staff intends to apply credits to customer accounts by June 30, 2022, and notification letters sent out in the first few weeks of July.

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



	Budget-To-Date	Actual-to-Date
Government	\$263,171	\$142,445
Multiples	\$1,119,820	\$1,030,700
Business	\$669,788	\$646,690
Residential	\$2,161,995	\$1,976,842
Totals	\$4,214,775	\$3,796,676

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



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

Central Marina

Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals	
3/9/2020	\$ 35,543.27	\$ 3,875.86	\$ 4,293.09	\$ 1,611.13	\$ 45,323.35	
6/9/2022	\$ 31,968.69	\$ 15,187.66	\$ 21,843.43	\$ 64,043.75	\$ 133,043.53	
Change	\$ (3,574.58)	\$ 11,311.80	\$ 17,550.34	\$ 62,432.62	\$ 87,720.18	194%

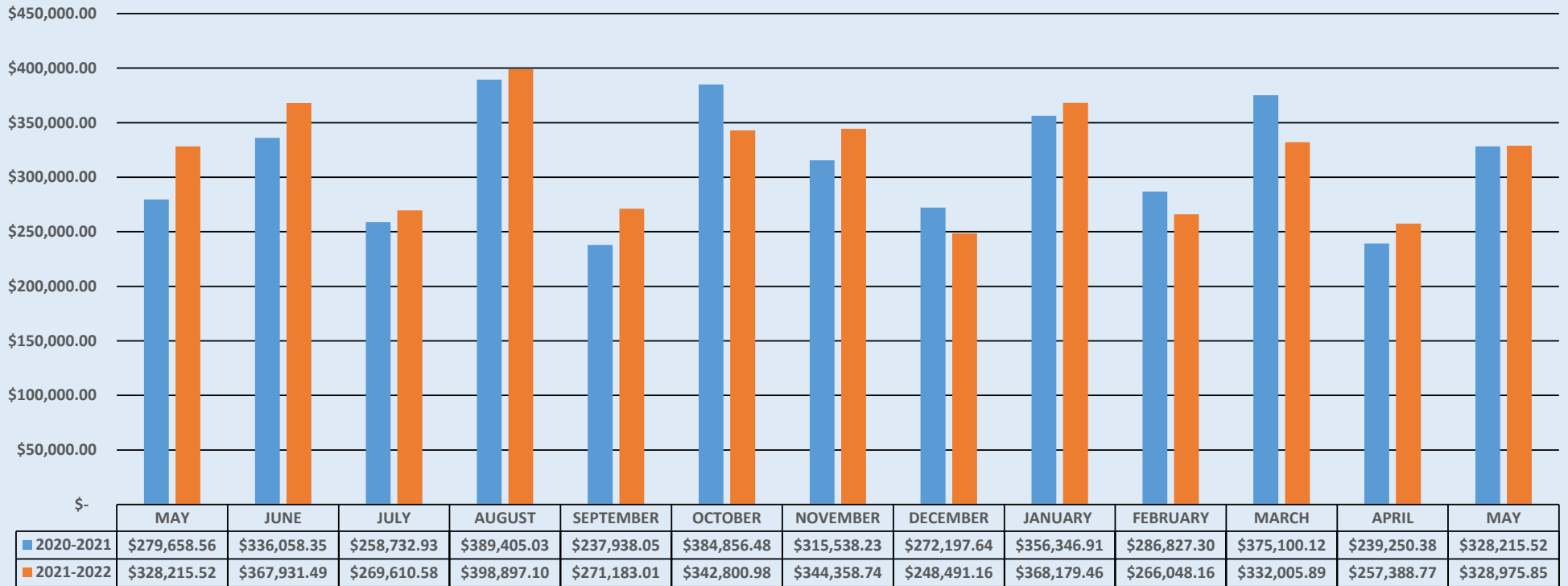
Ord Community

Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals	
3/9/2020	\$ 78,063.43	\$ 38,972.14	\$ 27,577.38	\$ 736,205.62	\$ 880,818.57	
6/9/2022	\$ 216,247.50	\$ 58,259.99	\$ 46,051.09	\$ 1,150,392.73	\$ 1,470,951.31	
Change	\$ 138,184.07	\$ 19,287.85	\$ 18,473.71	\$ 414,187.11	\$ 590,132.74	67%
%	177%	49%	67%	56%	67%	

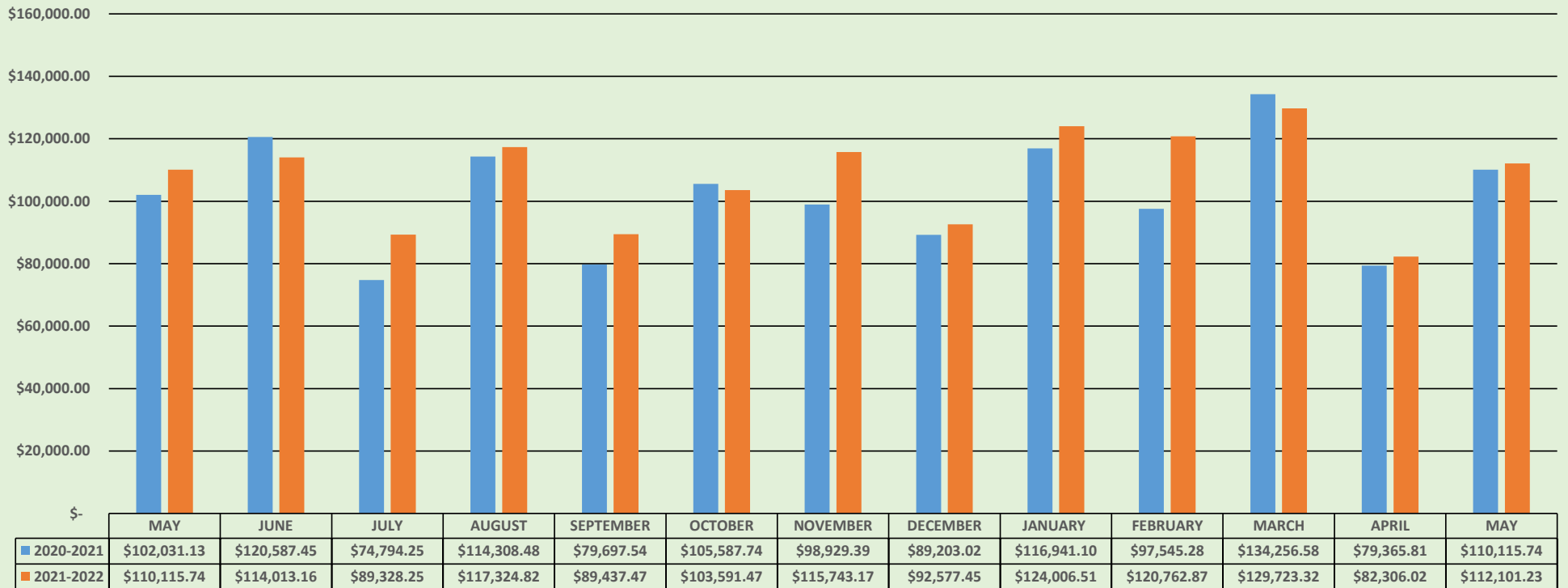
Ord Community (Excluding Bay View Mobile Home Park Main Master Meter Account)

Aging Date	Balance 30 to 60 Days	Balance 60 to 90 Days	Balance 90 to 120 Days	Balance over 120 Days	Totals	
3/9/2020	\$ 59,169.69	\$ 6,816.86	\$ 446.06	\$ 1,532.29	\$ 67,964.90	
6/9/2022	\$ 213,161.84	\$ 53,238.72	\$ 38,162.92	\$ 187,302.76	\$ 491,866.24	
Change	\$ 153,992.15	\$ 46,421.86	\$ 37,716.86	\$ 185,770.47	\$ 423,901.34	624%

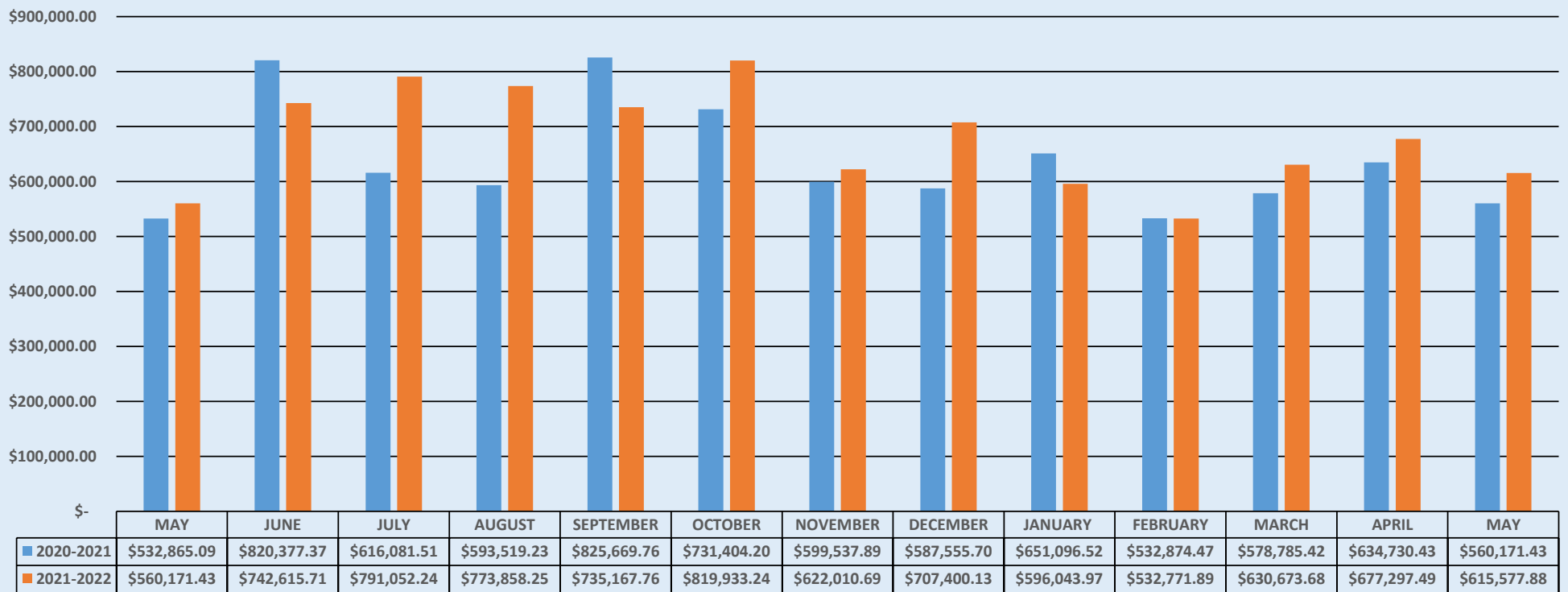
Central Marina Monthly Water Customer Payments May 2021- May 2022



Central Marina Monthly Sewer Customer Payments
May 2021 - May 2022



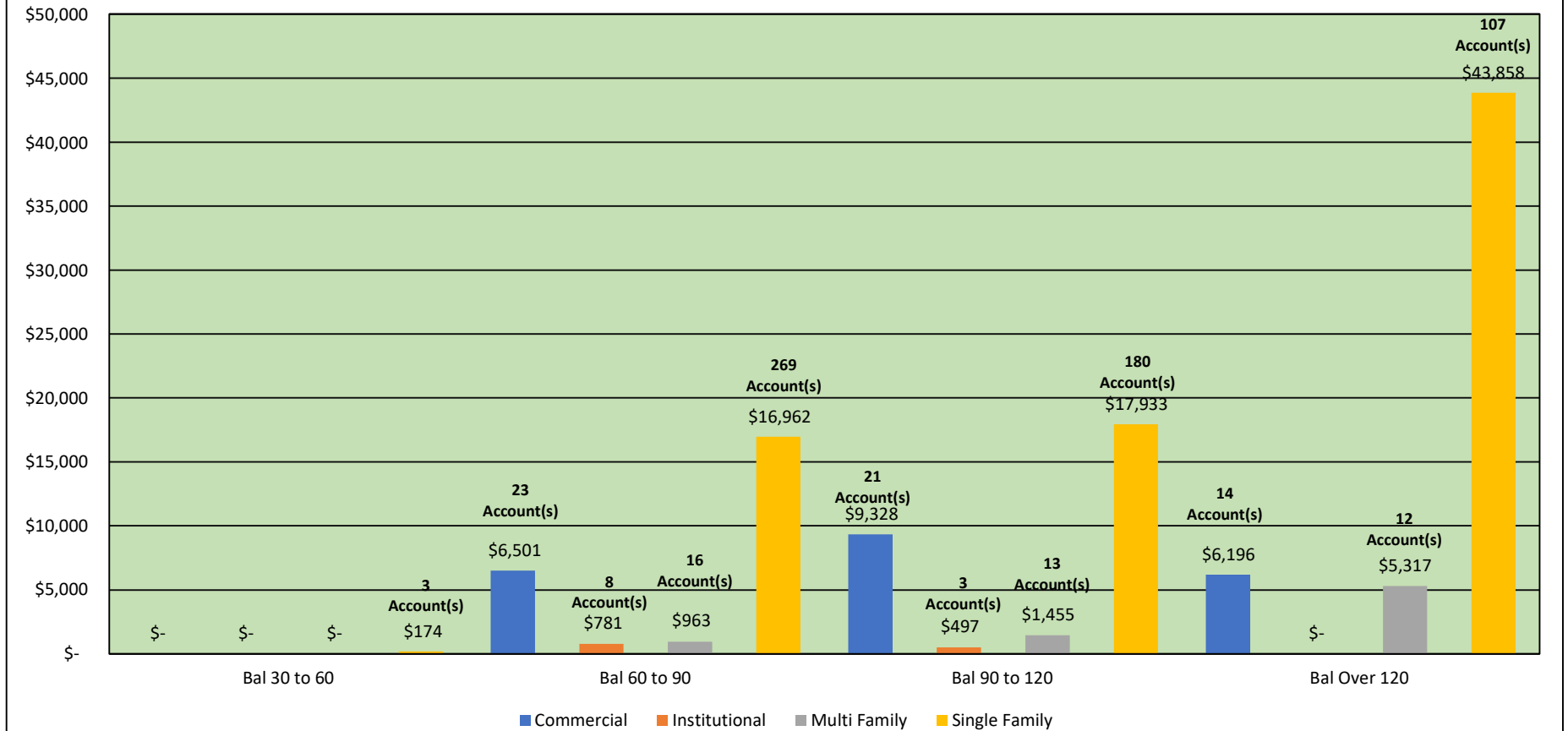
Ord Community Monthly Water Customer Payments May 2021 - May 2022



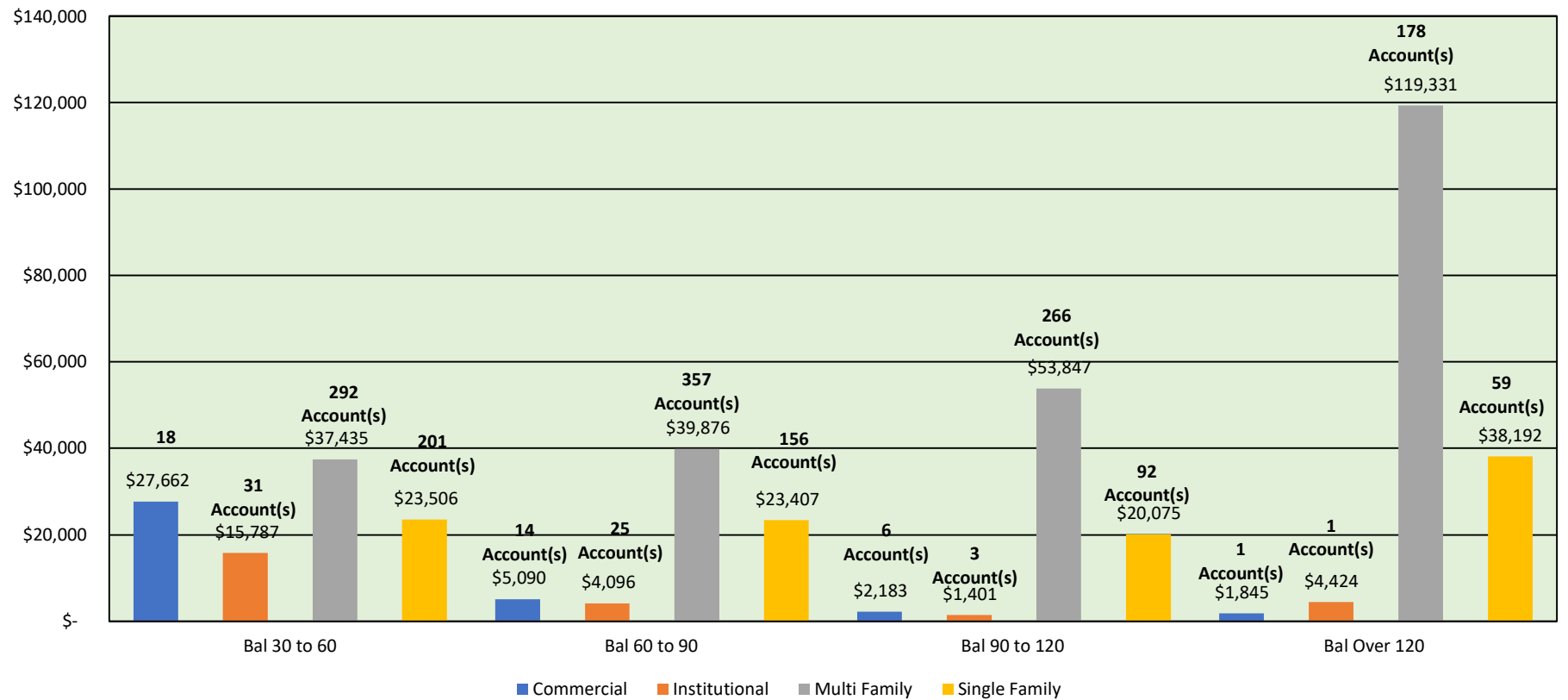
Ord Community Monthly Sewer Customer Payments May 2021 - May 2022



Unpaid Balances By ST Category for Marina As of May 31, 2022



Unpaid Balances By ST Category for the Ord Community As of May 31, 2022 (Exc. Bay View)



**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-F

Meeting Date: June 20, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-26 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-26 to proclaim a local emergency and authorize remote teleconference meetings of all District legislative bodies for the following 30 days.

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

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

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

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

On May 24, 2022, the Board adopted Resolution No. 2022-22 proclaiming a local emergency and authorizing remote teleconference meetings of all District Legislative bodies for 30 days. Staff

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

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

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

Material Included for Information/Consideration: Resolution No. 2022-26.

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 20, 2022

Resolution No. 2022 - 26
Resolution of the Board of Directors
Marina Coast Water District

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED on June 20, 2022 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-26 adopted June 20, 2022.

Remleh Scherzinger, Secretary

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-G

Meeting Date: June 20, 2022

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-27 to Approve the Third Amendment to the Loan Agreement with PNC Bank (formerly BBVA Mortgage Corporation) for Interim Financing of the Regional Urban Water Augmentation Recycled Water Pipeline and Distribution System

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-27 to approve the third amendment to the loan agreement with PNC Bank for interim financing of the Regional Urban Water Augmentation Project (RUWAP) pipeline.

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.*

The District submitted a Financial Assistance Application for a State Revolving Fund (SRF) Loan to the State Water Resources Control Board (SWRCB) to finance the costs of constructing certain transmission and distribution pipelines and other infrastructure associated with the RUWAP Pipeline. The SWRCB awarded the District two separate loans for the project, one for the transmission pipeline and the other for the distribution system. Due to SRF loan draws being funded on a reimbursement basis, interim financing is required to cash flow anticipated costs in connection with the engineering, design, and construction of the recycled water transmission pipeline and distribution system. With assistance from the District's Financial Advisor, Fieldman Rolapp & Associates (FRA), staff issued a Request for Proposals (RFP) to Provide Bank Financing for a Revolving Line of Credit (RLOC) in the amount of \$13 million. On May 15, 2017, the Board adopted Resolution No. 2017-31 authorizing a Revolving Line of Credit Agreement (Agreement) with BBVA of up to \$16 million. On July 17, 2017, the Board adopted Resolution No. 2017-46 approving documents and actions related to the loan agreement with BBVA.

Due to the delay in the start-up of the Distribution System portion of the RUWAP, there was a need to extend the interim financing term in order to maintain cash-flow needs for the project. On July 20, 2020, the Board adopted Resolution No. 2020-45 to amend the Loan Agreement with BBVA which included

- Reducing the RLOC from \$16 million to \$8 million and extending the term by 18 months with a maturity date of March 31, 2022. The current amended terms of the Agreement consist of:).
- Additional 18-month term with a maturity date of March 31, 2022.
- Imposed a 1% floor on the index given the current uncertainty in the marketplace.
- Tax-exempt variable interest rate at .79% of 1-month Libor (in line with tax reform change that occurred January 1, 2018, which changed the corporate tax rate from 35% to 21%) plus a spread of 1.25% (125 basis points).
- Change in rate index to an alternative index rate recommended by the Federal Reserve Board and/or the Federal Reserve Bank of New York if and when LIBOR is discontinued.

Due to the use of Fort Ord Reuse Authority (FORA) contributions and Proposition 1 Integrated and Regional Water Management (IRWM) grant funds on the RUWAP Distribution project, the District had approximately \$2.5 - \$3 million of SRF funds available to complete more of the distribution system. District Staff worked with the State and they have approved a contract extension for the RUWAP Distribution System. This created a need to extend the interim financing term in order to maintain cash-flow needs for the project and to coincide with the amended SRF loan maturity date of March 31, 2023. District staff and FRA contacted PNC Bank, the successor of BBVA, to request an amendment to the RLOC to extend the maturity date to March 31, 2023. PNC was open to the maturity date extension and indicated that they would not be able to complete the amendment to the RLOC by March 31, 2022. However, they offered to complete a 90-day extension to give both the District and PNC Bank the time to complete an amendment for the longer term. On March 21, 2022, Board adopted Resolution No. 2022-09 to authorize the second amendment to the Agreement for the 90-day extension which included the terms as follows:

- Loan proceeds of up to \$8,000,000.
- Additional 90-day term with a maturity date of June 29, 2022.
- No imposed floor on the index.
- Tax-exempt variable interest rate at 79% of the 30-day Bloomberg Short-Term Bank Yield (BSBY) index plus a spread of 0.85% (85 basis points).
- Included language for the replacement of BSBY, if the index is no longer available.

Discussion/Analysis: Over the past two months, PNC and District Staff have completed the necessary process to extend the RLOC to March 31, 2023. All other terms in the currently amended Agreement would stay in effect under the third amended Agreement.

The estimated costs for both the second and third RLOC amendment include PNC Bank Counsel for drafting documents and legal review (\$10,000), Fieldman and Rolapp for staff assistance and review (NTE \$4,000), and Jones Hall for District Special Counsel review and Tax Opinion documents (\$10,000) for a total of \$24,000.

Staff, therefore, recommends the Board approve the third amendment to the loan agreement with PNC Bank for interim financing of the Regional Urban Water Augmentation Project (RUWAP) distribution system.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

Financial Impact: ☒ Yes ☐ No **Funding Source/Recap:** Amendment funded through the FY 2021-2022 Recycled Water Administrative Budget.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2022-27; Second Amendment to Loan Agreement; and, Third Amendment of the Loan Agreement.

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

Board Action

Motion By_____ Seconded By_____ No Action Taken_____

Ayes_____ Abstained_____

Noes_____ Absent_____

June 20, 2022

Resolution No. 2022-27
Resolution of the Board of Directors
Marina Coast Water District

Approving Documents and Actions Relating to the Third Amendment to Loan Agreement with PNC Bank, National Association, for the Interim Financing of the Regional Urban Water Augmentation Project Recycled Water Pipeline and Distribution System

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

WHEREAS, the Marina Coast Water District (the “District”) owns and operates certain facilities and properties for the supply, treatment, and distribution of water and the collection, treatment, and disposal of wastewater (collectively, the “Enterprises”); and,

WHEREAS, in order to provide financing for the construction of the Regional Urban Water Augmentation Project (RUWAP) recycled water pipeline project (the “Project”), the District has previously received a loan from the California State Water Resources Control Board (the “State Loan”); and,

WHEREAS, in order to provide interim financing for the Project, the District has previously entered into a Loan Agreement dated as of April 1, 2017 (the “2017 Loan Agreement”), between the District and Compass Mortgage Corporation, under which Compass Mortgage Corporation has agreed to provide funding for the Project; and,

WHEREAS, BBVA Mortgage Corporation, as successor to Compass Mortgage Corporation, has previously extended the term of the 2017 Loan Agreement pursuant to a First Amendment to Loan Agreement dated as of July 1, 2020 (the “First Amendment”) and the term of the 2017 Loan Agreement has been further extended to June 29, 2022, pursuant to a Second Amendment to Loan Agreement dated as of March 1, 2022 (the “Second Amendment”), between the District and PNC Bank, National Association, as successor to BBVA Mortgage Corporation and Compass Mortgage Corporation (the “Lender”); and,

WHEREAS, the District has determined that it is in the public interest at this time to continue to provide interim financing for the Project by extending the term of the 2017 Loan Agreement to March 30, 2023, pursuant to a Third Amendment to Loan Agreement (the “Third Amendment”) between the District and the Lender; and,

WHEREAS, the District is authorized to enter into the 2017 Loan Agreement, the First Amendment, the Second Amendment, and the Third Amendment under Section 31300 of the California Water Code; and,

WHEREAS, as provided in the 2017 Loan Agreement, as amended, the Loan will be payable from and secured by a pledge of and lien on the net revenues derived from the Enterprises on a parity with other outstanding obligations of the District and by a pledge of and lien on (i) money received under a Reimbursement Agreement for Advanced Water Treatment Phase 1 and Product Water Conveyance Facilities of the RUWAP Recycled Project, and (ii) money received under the State Loan; and,

WHEREAS, the Board of Directors of the District wishes at this time to approve all financing documents and official actions required to implement the foregoing transactions, for the public purposes of the District.

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

Section 1. Approval of Second Amendment to Loan Agreement. The Board of Directors hereby approves the Third Amendment to the Loan Agreement for the purpose of providing continued interim financing for the Project. The Board of Directors hereby approves the Third Amendment to Loan Agreement in substantially the form on file with the Secretary of the Board together with any changes therein or additions thereto deemed advisable by the President, the General Manager, or the Director of Administrative Services (each, an “Authorized Officer”). An Authorized Officer is hereby authorized and directed for and in the name and on behalf of the District to execute the final form of the Third Amendment to Loan Agreement, and the Secretary of the Board is hereby authorized and directed to attest the final form Third Amendment to the Loan Agreement. Execution of the Third Amendment to Loan Agreement by an Authorized Officer shall be conclusive evidence of the approval of any changes therein or additions thereto by such Authorized Officer.

Section 2. Professional Services. The firm of Jones Hall, A Professional Law Corporation, is hereby designated to serve as Bond Counsel to the District in connection with the financing transactions described in this Resolution. Said firm has previously been engaged by the District as bond counsel in connection with the execution and delivery of the First Amendment and the Second Amendment, which engagement shall apply with full force and effect to the execution and delivery of the Third Amendment.

Section 3. Actions to Close the Amended Financing. The President, the Vice President, the General Manager, the Director of Administrative Services, the Secretary of the Board, and all other officers of the District, are authorized and directed in the name and on behalf of the District to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 4. Effective Date. This resolution shall take effect from and after the date of approval and adoption thereof.

PASSED AND ADOPTED on June 20, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors_____

Noes: Directors_____

Absent: Directors_____

Abstained: Directors_____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true, and correct copy of Resolution No. 2022-27 adopted June 20, 2022.

Remleh Scherzinger, Secretary

SECOND AMENDMENT TO LOAN AGREEMENT

This SECOND AMENDMENT TO LOAN AGREEMENT (this “Second Amendment”), dated as of March 1, 2022 is by and between PNC BANK, NATIONAL ASSOCIATION (formerly known as BBVA Mortgage Corporation), a national banking association, as successor to Compass Mortgage Corporation, an Alabama corporation, with all right and authority to conduct business in the State of California (the “Lender”), and the MARINA COAST WATER DISTRICT, a county water district organized and existing under the laws of the State of California (the “District”), and amends that certain LOAN AGREEMENT, dated as of August 1, 2017 (the “Original Agreement”) as amended by that certain FIRST AMENDMENT TO LOAN AGREEMENT, dated as of July 1, 2020 (the “First Amendment” and together with the Original Agreement and this Second Amendment, the “Agreement”), each by and between the Lender and the District.

RECITALS

WHEREAS, the District and the Lender previously entered into the Original Agreement to provide moneys to the District to partially finance the construction of a recycled pipeline project (the “Project”); and

WHEREAS, the District intends to repay the principal received under the Original Agreement, together with interest thereon, from: (i) moneys received under a Reimbursement Agreement for Advanced Water Treatment Phase 1 and Product Water Conveyance Facilities of the RUWAP Recycled Project, and (ii) moneys received under a loan from the California State Water Resources Control Board (the “State Loan”); and

WHEREAS, the District and the Lender previously entered into the First Amendment for the purpose of extending the term of the Agreement through March 31, 2022, and making certain other related changes; and

WHEREAS, the District and the Lender desire to enter into this Second Amendment for the purpose of extending the term of the Agreement through June 29, 2022, and making certain other related changes; and

NOW, THEREFORE, the District and the Lender, for and in consideration of the promises of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

SECTION 1. This Second Amendment hereby incorporates by reference all terms and conditions set forth in the Original Agreement unless specifically modified by this Second Amendment. All terms and conditions set forth in the Original Agreement which are not specifically modified by this Second Amendment shall remain in full force and effect.

SECTION 2. The capitalized terms set forth in this Second Amendment not otherwise defined herein shall have the meanings set forth in the Original Agreement.

SECTION 3. Section 1.1 of the Original Agreement is hereby amended to revise and add the following definitions:

“BSBY” means the Bloomberg Short-Term Bank Yield Index.

“Business Day” means a day other than a Saturday, Sunday, or a day on which commercial banks in New York, New York are authorized or required by law to close.

“Maturity Date” shall be June 29, 2022.

SECTION 4. The first paragraph of Section 4.2 of the Original Agreement is hereby amended to read as follows:

“Repayment of the Loan. The District hereby agrees to repay the Principal Components of the Loan in the aggregate principal amount of up to \$8,000,000 outstanding on any date during Stage 1 and of up to \$8,000,000 outstanding on any date during Stage 2, by no later than the Maturity Date, together with all Interest Components when due. Such repayment shall be made from Net Revenues and RUWAP Funds during Stage 1 and from RUWAP Funds and State Loan Proceeds during Stage 2. The outstanding Principal Components shall bear interest at a variable rate equal to 79.00% of the 30-Day BSBY plus 0.85% (85 basis points) $[(79.00\% \times 30\text{-Day BSBY} + 0.85\%)]$, identified by the Lender to the District (except during any period during which interest is payable at the Loan Payment Default Rate or the Taxable Rate), based on a year comprised of twelve thirty-day months. For purposes of calculating the foregoing, it is hereby agreed that the 30-Day BSBY shall be no less than 0.00%.”

SECTION 5. Section 4.6 of the Original Agreement is hereby amended to read, in its entirety, as follows:

“Section 4.6 Replacement of BSBY. Notwithstanding anything to the contrary herein:

- (a) If Lender, in its sole discretion, determines as to BSBY that for any reason:
 - (i) such rate is not available or is no longer being published, or adequate and reasonable means otherwise do not exist for ascertaining such rate,
 - (ii) such rate’s administrator or any relevant agency or authority (including such administrator’s regulatory supervisor or the U.S. Federal Reserve System) has announced that such rate will no longer be published, permanently or indefinitely (unless, at the time of such announcement, there is a successor administrator that will continue to provide such rate) (a “Termination Announcement”), or the regulatory supervisor of such rate’s administrator has announced that such rate is no longer representative,
 - (iii) it has become impractical or unlawful for Lender to maintain the credit referenced herein based on such rate,
 - (iv) such rate does not adequately and fairly reflect the effective cost to Lender of making or maintaining the credit referenced herein, or
 - (v) single-lender or syndicated U.S. dollar loans are being documented or amended to use a substitute or replacement for such rate,

then in such event Lender may, in its sole discretion, substitute for such rate an alternative index rate including, but not limited to, the Secured Overnight Financing Rate (a “Benchmark Replacement”) (which may include, or to which Lender may add, a spread adjustment, which may be a positive or negative value or zero (a “Spread Adjustment”)), giving due consideration to any selection or recommendation of an alternative index rate and/or spread adjustment (or mechanism for

determining such a rate and/or adjustment) by the Federal Reserve Board and/or the Federal Reserve Bank of New York (the “FRB/NYFRB”), or any committee officially endorsed or convened by the FRB/NYFRB, and/or any evolving or prevailing market conventions; provided that (A) if a condition arises under clause (a)(i) above, then if and for so long as Lender in its sole discretion determines that such condition is likely to be temporary, Lender may substitute for BSBY a value or rate (which may include, or to which Lender may add, a Spread Adjustment) on a temporary basis without limiting its right to reinstate LIBOR (or to substitute and implement a Benchmark Replacement) thereafter, and (B) a Benchmark Replacement based solely on a Termination Announcement will not take effect earlier than the 90th day before the expected date of the then-current Benchmark’s non-publication as of such announcement; and

(b) in connection with the implementation of any Benchmark Replacement, Lender may in its sole discretion from time to time make any technical, administrative or operational changes that it decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement, including any Spread Adjustment, which may include, among other things, changes affecting the calculation method, the Reference Period or the timing or frequency of determining rates and/or making payments, and/or incorporating any floor corresponding to any floor on or relating to BSBY (collectively, “Conforming Changes”); any amendments implementing such Conforming Changes will become effective without any further action or consent from the District or any other person.”

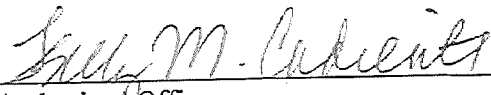
SECTION 6. Section 4.8 is hereby deleted from the Original Agreement.

SECTION 7. This Second Amendment shall become effective upon its execution and delivery.

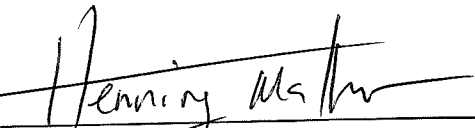
SECTION 8. This Second Amendment may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed and acknowledged all as of the day and year first above written.

MARINA COAST WATER DISTRICT

By: 
Authorized Officer

**PNC BANK, NATIONAL ASSOCIATION, as
successor to Compass Mortgage Corporation, as
Lender**

By: 
Authorized Signatory

THIRD AMENDMENT TO LOAN AGREEMENT

This THIRD AMENDMENT TO LOAN AGREEMENT (this “Third Amendment”), dated as of June 1, 2022 is by and between PNC BANK, NATIONAL ASSOCIATION (formerly known as BBVA Mortgage Corporation), a national banking association, as successor to Compass Mortgage Corporation, an Alabama corporation, with all right and authority to conduct business in the State of California (the “Lender”), and the MARINA COAST WATER DISTRICT, a county water district organized and existing under the laws of the State of California (the “District”), and amends that certain LOAN AGREEMENT, dated as of August 1, 2017 (the “Original Agreement”) as amended by that certain FIRST AMENDMENT TO LOAN AGREEMENT, dated as of July 1, 2020 (the “First Amendment”) and by that certain SECOND AMENDMENT TO LOAN AGREEMENT, dated as of March 1, 2022 (the “Second Amendment,” and together with the Original Agreement, the First Amendment and this Third Amendment, the “Agreement”), each by and between the Lender and the District.

RECITALS

WHEREAS, the District and the Lender previously entered into the Original Agreement to provide moneys to the District to partially finance the construction of a recycled pipeline project (the “Project”); and

WHEREAS, the District intends to repay the principal received under the Original Agreement, together with interest thereon, from: (i) moneys received under a Reimbursement Agreement for Advanced Water Treatment Phase 1 and Product Water Conveyance Facilities of the RUWAP Recycled Project, and (ii) moneys received under a loan from the California State Water Resources Control Board (the “State Loan”); and

WHEREAS, the District and the Lender previously entered into the First Amendment for the purpose of extending the term of the Agreement through March 31, 2022, and making certain other related changes; and

WHEREAS, the District and the Lender previously entered into the Second Amendment for the purpose of extending the term of the Agreement through June 29, 2022, and making certain other related changes; and

WHEREAS, the District and the Lender desire to enter into this Third Amendment for the purpose of extending the term of the Agreement through March 30, 2023, and making certain other related changes; and

NOW, THEREFORE, the District and the Lender, for and in consideration of the promises of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

SECTION 1. This Third Amendment hereby incorporates by reference all terms and conditions set forth in the Original Agreement unless specifically modified by this Third Amendment. All terms and conditions set forth in the Original Agreement which are not specifically modified by this Third Amendment shall remain in full force and effect.

SECTION 2. The capitalized terms set forth in this Third Amendment not otherwise defined herein shall have the meanings set forth in the Original Agreement.

SECTION 3. Section 1.1 of the Original Agreement is hereby amended to revise the following definition:

“Maturity Date” shall be March 30, 2023.

SECTION 4. This Third Amendment shall become effective upon its execution and delivery.

SECTION 5. This Third Amendment may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed and acknowledged all as of the day and year first above written.

MARINA COAST WATER DISTRICT

By: _____
Authorized Officer

**PNC BANK, NATIONAL ASSOCIATION, as
successor to Compass Mortgage Corporation, as
Lender**

By: _____
Authorized Signatory

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-H

Meeting Date: June 20, 2022

Prepared By: Kelly Cadiente

Approved By: Remleh Scherzinger

Agenda Title: Adopt Resolution No. 2022-28 to Adopt the FY 2021/2022 Updates to the District Investment Policy

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-28 to adopt the FY 2021/2022 updates to the District Investment Policy

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.*

Discussion/Analysis: In an effort to increase investment income for the District, staff recently engaged a municipal investment adviser, Mr. Steven Gortler, to provide some investment strategies for the District. Before providing options for investment, Mr. Gortler reviewed the District's Investment Policy ("Policy") and found that it is in compliance with the State Government Code but that the District should adhere to the Policy by having the Policy reviewed by the Board on an annual basis. In addition, the Advisor expanded the descriptions of the investment types to include United States Treasury securities that are guaranteed by the full faith and credit of the U.S. Treasury. Minor grammatical and punctuation edits to the investment policy have also been included in the updates.

Mr. Gortler will be providing a short presentation on possible investment strategies for the District.

Environmental Review Compliance: None required.

Climate Adaptation: Not applicable.

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

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2022-28; FY 2021/2022 Updated District Investment Policy - redlined; FY 2021/2022 Updated District Investment Policy – clean version.

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 20, 2022

Resolution No. 2022-28
Resolution of the Board of Directors
Marina Coast Water District
Adopting the FY 2021/2022 Updates to the District Investment Policy

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

WHEREAS, the District’s current Investment Policy (“Policy”) is in compliance with the State Government Code; and,

WHEREAS, per the recommendation from Mr. Steven Gortler, Licenced Municipal Investment Advisor, the Policy has been updated to include United States treasury securities that are guaranteed by the full faith and credit of the U.S. Treasury as an allowable investment type; and,

WHEREAS, minor grammatical and punctuation edits from staff have been included in the updated investment policy.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby adopt Resolution No. 2022-28 to adopt the FY 2021/2022 Updates to the District Investment Policy.

PASSED AND ADOPTED on June 20, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-28 adopted June 20, 2022.

Remleh Scherzinger, Secretary



MARINA COAST WATER DISTRICT

201521/1622 Investment Policy

ANNUAL STATEMENT OF INVESTMENT POLICY

BACKGROUND AND PURPOSE

All investments and deposits of District funds for FY 201521/1622 shall be made only as set forth in this Annual Statement of Investment Policy in accordance with the Government Code.

I. APPLICABLE LAW

The District's Investment Policy is based on provisions of the Government Code set forth in Title 5, Division 2, Part 1, Chapter 4, Articles 1 and 2 (commencing at Section 53600) of the California Government Code governing the investment of local agency funds and deposits of public monies. All references to code sections in this Statement, unless otherwise specified, are from the California Government Code. The District adopted this Policy at the December 7, 2015, meeting of the Board of Directors.

Investments shall be made as if by a prudent person using the same discretion and intelligence a person would use in managing personal affairs and certainly not for speculation. The District intends to invest prudently in order to safeguard the invested principal and accrued interest and to produce an acceptable rate of return after first considering safety and liquidity. As far as possible, all money belonging to or in the custody of the District, including money paid to the treasurer or other official to pay the principal, interest, or penalties of bonds, shall be deposited for safekeeping in an institution as described in Section 53635.2, observing the limitations specified in Sections 53601 and 53635.

II. INVESTMENT PROCEDURES

A. The Director of Administrative Services may invest monies not required for expenditure during the terms of the investment without first securing further Board approval if the investment is one of the following types:

(1) Local Agency Investment Fund of the State of California.

(2) Time certificates of deposits issued by a nationally or ~~state-state~~-chartered bank or a state or federal association located within the State of California if fully secured by federal insurance or approved collateral at the required percentage of market value.

(2)(3) United States Treasury securities that are guaranteed by the full faith and credit of the U.S. Treasury.



MARINA COAST WATER DISTRICT

201521/1622 Investment Policy

~~(3)~~(4) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

B. The Director of Administrative Services may invest monies not required for expenditure during the term of the investment only after securing further Board approval if the investment is one of the following types:

- (1) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.
- (2) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- (3) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
- (4) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- (5) Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.
- (6) Time certificates of deposit issued by a nationally or ~~state-state~~-chartered bank or a state or federal association located outside of the State of California if secured by federal insurance.



MARINA COAST WATER DISTRICT

~~2015~~21/~~1622~~ Investment Policy

- C. No investment shall be purchased:
 - (1) On margin.
 - (2) "Forward" or "in the future."
 - (3) Based on foreign currency.
 - (4) Which are specified in Government Code Section 53601.6.
- D. No investment shall be made with a maturity date greater than five years from the date of purchase unless specifically authorized by the Board or as a part of a program no less than three months prior to the date of purchase.

III. USE OF SECURITIES DEALERS AND BROKERS

When not purchasing an investment directly from the issuer, the District shall purchase it from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporation Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from savings association or a federal association, or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank, as required by Section 53601.5.

IV. INVESTMENT AUTHORITY AND REPORTING REQUIREMENTS

- A. Director of Administrative Services: To the extent consistent with law, the Director of Administrative Services ("DAS") shall perform the duties of "treasurer" under Sections 53630 through Sections 53686. District funds deposited in any account are deemed to be in the treasury of the District, pursuant to Section 53636. The DAS is responsible for the safekeeping of money in his or her custody and shall enter into any contract with a depository relating to any deposit, which in his or her judgment is to the public advantage, as provided by Section 53649. The DAS is responsible for compliance with all state laws governing the day-to-day management of deposits as set forth in Sections 53630 through 53686.
- B. Borrowing Funds: In making any decision that involves borrowing in the amount of one hundred thousand (\$100,000) or more, the Board shall discuss, consider, and deliberate each decision as a separate item of business on the agenda of its meeting as prescribed in the Government Code, commencing at Section 54950.



MARINA COAST WATER DISTRICT

~~2015~~21/~~16~~22 Investment Policy

- C. Director of Administrative Services' Quarterly Report: The DAS shall present quarterly reports on investments to the General Manager and Board. The report shall show÷ the type of investment, how title is held, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than 12 months, rate of interest, the relationship of each investment to this investment policy, information showing that expenditure requirements can be met in the following quarter and specify investments made pursuant to Government Code Section 53601(i), and 53601.1. The quarterly reports shall also show whatever additional information the Board may require.
- D. In Lieu Statements: For District investments placed in the Local Agency Investment Fund, created by Section 16429.1, in FDIC-Insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the DAS may supply the most recent statement or statements received by the District from these institutions in lieu of the information required by Paragraph C.
- E. Investment Committee: The Budget & Personnel Committee shall periodically review the investments held by the District, the cash flow requirements of the District, and the compliance of its investments with this Statement. The Committee shall make an annual report and recommendation to the Board concerning implementation or changes in this policy. If there is no Budget & Personnel Committee, the Board shall perform the review.
- F. Annual Board Review: The Board shall meet annually to review the District Investment Policy portfolio, quarterly reports prepared pursuant to Section 53646 of the Government Code, and any other relevant information regarding anticipated cash requirements for the purpose of selecting investment instruments for District funds. This investment policy shall be reviewed annually or more often, as necessary.

The District may commingle unrestricted funds for the purpose of investing amounts on hand, so long as the investments meet the requirements of this Policy.



MARINA COAST WATER DISTRICT
2021/2022 Investment Policy

ANNUAL STATEMENT OF INVESTMENT POLICY

BACKGROUND AND PURPOSE

All investments and deposits of District funds for FY 2021/2022 shall be made only as set forth in this Annual Statement of Investment Policy in accordance with the Government Code.

I. APPLICABLE LAW

The District's Investment Policy is based on provisions of the Government Code set forth in Title 5, Division 2, Part 1, Chapter 4, Articles 1 and 2 (commencing at Section 53600) of the California Government Code governing the investment of local agency funds and deposits of public monies. All references to code sections in this Statement, unless otherwise specified, are from the California Government Code. The District adopted this Policy at the December 7, 2015, meeting of the Board of Directors.

Investments shall be made as if by a prudent person using the same discretion and intelligence a person would use in managing personal affairs and certainly not for speculation. The District intends to invest prudently in order to safeguard the invested principal and accrued interest and to produce an acceptable rate of return after first considering safety and liquidity. As far as possible, all money belonging to or in the custody of the District, including money paid to the treasurer or other official to pay the principal, interest, or penalties of bonds, shall be deposited for safekeeping in an institution as described in Section 53635.2, observing the limitations specified in Sections 53601 and 53635.

II. INVESTMENT PROCEDURES

- A. The Director of Administrative Services may invest monies not required for expenditure during the terms of the investment without first securing further Board approval if the investment is one of the following types:
- (1) Local Agency Investment Fund of the State of California.
 - (2) Time certificates of deposits issued by a nationally or state-chartered bank or a state or federal association located within the State of California if fully secured by federal insurance or approved collateral at the required percentage of market value.
 - (3) United States Treasury securities that are guaranteed by the full faith and credit of the U.S. Treasury.



MARINA COAST WATER DISTRICT
2021/2022 Investment Policy

- (4) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- B. The Director of Administrative Services may invest monies not required for expenditure during the term of the investment only after securing further Board approval if the investment is one of the following types:
- (1) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.
 - (2) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
 - (3) Bonds, notes, warrants, or other evidence of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.
 - (4) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
 - (5) Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.
 - (6) Time certificates of deposit issued by a nationally or state-chartered bank or a state or federal association located outside of the State of California if secured by federal insurance.



MARINA COAST WATER DISTRICT
2021/2022 Investment Policy

- C. No investment shall be purchased:
- (1) On margin.
 - (2) "Forward" or "in the future."
 - (3) Based on foreign currency.
 - (4) Which are specified in Government Code Section 53601.6.
- D. No investment shall be made with a maturity date greater than five years from the date of purchase unless specifically authorized by the Board or as a part of a program no less than three months prior to the date of purchase.

III. USE OF SECURITIES DEALERS AND BROKERS

When not purchasing an investment directly from the issuer, the District shall purchase it from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporation Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from savings association or a federal association, or from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank, as required by Section 53601.5.

IV. INVESTMENT AUTHORITY AND REPORTING REQUIREMENTS

- A. Director of Administrative Services: To the extent consistent with law, the Director of Administrative Services ("DAS") shall perform the duties of "treasurer" under Sections 53630 through Sections 53686. District funds deposited in any account are deemed to be in the treasury of the District, pursuant to Section 53636. The DAS is responsible for the safekeeping of money in his or her custody and shall enter into any contract with a depository relating to any deposit, which in his or her judgment is to the public advantage, as provided by Section 53649. The DAS is responsible for compliance with all state laws governing the day-to-day management of deposits as set forth in Sections 53630 through 53686.
- B. Borrowing Funds: In making any decision that involves borrowing in the amount of one hundred thousand (\$100,000) or more, the Board shall discuss, consider, and deliberate each decision as a separate item of business on the agenda of its meeting as prescribed in the Government Code, commencing at Section 54950.



MARINA COAST WATER DISTRICT
2021/2022 Investment Policy

- C. Director of Administrative Services' Quarterly Report: The DAS shall present quarterly reports on investments to the General Manager and Board. The report shall show the type of investment, how title is held, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than 12 months, rate of interest, the relationship of each investment to this investment policy, information showing that expenditure requirements can be met in the following quarter and specify investments made pursuant to Government Code Section 53601(i), and 53601.1. The quarterly reports shall also show whatever additional information the Board may require.
- D. In Lieu Statements: For District investments placed in the Local Agency Investment Fund, created by Section 16429.1, in FDIC-Insured accounts in a bank or savings and loan association, in a county investment pool, or any combination of these, the DAS may supply the most recent statement or statements received by the District from these institutions in lieu of the information required by Paragraph C.
- E. Investment Committee: The Budget & Personnel Committee shall periodically review the investments held by the District, the cash flow requirements of the District, and the compliance of its investments with this Statement. The Committee shall make an annual report and recommendation to the Board concerning implementation or changes in this policy. If there is no Budget & Personnel Committee, the Board shall perform the review.
- F. Annual Board Review: The Board shall meet annually to review the District Investment Policy portfolio, quarterly reports prepared pursuant to Section 53646 of the Government Code, and any other relevant information regarding anticipated cash requirements for the purpose of selecting investment instruments for District funds. This investment policy shall be reviewed annually or more often, as necessary.

The District may commingle unrestricted funds for the purpose of investing amounts on hand, so long as the investments meet the requirements of this Policy.

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-I

Meeting Date: June 20, 2022

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger

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

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-29 approving a Water, Sewer, and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Shea Homes, LP, a California Limited Partnership, for the Dunes Phase 1B Promenade Development Project.

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

Discussion/Analysis: The Board of Directors is requested to approve a Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement) between MCWD and Shea Homes, LP, for the Dunes Phase 1B Promenade development. The attached draft Infrastructure Agreement is based upon the most recent board-approved (February 2022) format used for other development groups within the MCWD service area.

The Dunes on Monterey Bay (Dunes) development is a fully entitled master development located on former Fort Ord lands within the land use jurisdiction of the City of Marina. Shea Homes is the owner and developer of the project. The Dunes Phase 1B Promenade development consists of the new construction of the underground utilities, roadways, and other infrastructure and appurtenances for the next residential phase of the master development project. The overall Phase 1B Promenade area is bounded by 11th Street to the north, 9th Street to the south, Second Avenue to the east, and existing Dunes phases to the west and includes the VA Outpatient Facility along 8th Street south of the VA Clinic (Exhibit B).

The Dunes on Monterey Bay master development has received from the City of Marina an allocation of 593-AFY of potable water (Exhibit A). Of that total allocated amount, the currently proposed portion of the Dunes - Phase 1B Promenade mixed residential development consists of 84 residential units, 1 lot for open space, seven lots for commercial/retail/restaurants (a total of 32,685 square feet) within the total of 16.04 acres of Phase 1B Promenade (Exhibit C). The portion of Phase 1B Promenade covered by this proposed Infrastructure Agreement will use an estimated 38.67-AFY of potable water. Landscaped parks located within Phase 1B Promenade will be irrigated with recycled water.

The new infrastructure being transferred to the District will be constructed within the public right-of-way, public utility easements, or within easements provided to MCWD by Shea Homes. The specific infrastructure proposed for the transfer includes PVC potable water pipelines, PVC recycled water pipelines (purple pipes), PVC gravity sewer pipelines, and associated sewer

manholes, water valves, and other appurtenances. Some water and sewer trunk main infrastructure has been constructed by Shea Homes in this area under previous Infrastructure Agreements.

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

Climate Adaptation: Not applicable.

Financial Impact: _____ Yes ___X___ No **Funding Source/Recap:** None

Material Included for Information/Consideration: Resolution No. 2022-29; draft Infrastructure Agreement, including Exhibits A through D.

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-29 approving the Water, Sewer and Recycled Water Infrastructure Agreement between MCWD and Shea Homes for the Dunes Phase 1B Promenade Development.

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

Board Action		
_____ Resolution No _____	Motion By _____	Seconded By _____
Ayes _____	Abstained _____	
Noes _____	Absent _____	
Reagendized _____	Date _____	No Action Taken _____

June 20, 2022

Resolution No. 2022 - 29
Resolution of the Board of Directors
Marina Coast Water District
Approving a Water, Sewer, and Recycled Water Infrastructure Agreement
Between Marina Coast Water District and Shea Homes, LP,
for the Dunes Phase 1B Promenade development in Marina, CA

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

WHEREAS, Shea Homes, LP, (“Developer”) has coordinated with the District on their Dunes Phase 1B Promenade Development, consisting of new construction and related infrastructure, within the City of Marina portion of the Ord Community; and,

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

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

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

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

1. authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure Agreement between MCWD and Shea Homes, LP, for their Dunes Phase 1B Promenade development; and,
2. to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED June 20, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-29 adopted June 20, 2022.

Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

The Dunes on Monterey Bay Phase 1B - Promenade



WATER, SEWER AND RECYCLED WATER
INFRASTRUCTURE AGREEMENT

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Exhibits

EXHIBIT A – WATER ALLOCATION DOCUMENTATION

EXHIBIT B – LEGAL DESCRIPTION

EXHIBIT C – MAP OF DEVELOPMENT

EXHIBIT D – INDEMINIFCATION AND INSURANCE REQUIREMENTS

WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this 18 Day of May 2022 (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and Shea Homes Limited Partnership, a California Limited Partnership, with its principal offices at 2630 Shea Center Drive, Livermore, CA 94551, hereinafter called the "Developer" (collectively, the “parties”) The name of the Developer’s development that is the subject of this Agreement is The Dunes on Monterey Bay – Phase 1B Promenade, consists of 84 Condominium/Townhomes and a total of 32,685 sq ft of Commercial/Retail/Restaurants.

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

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

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

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

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

d. “Development” means that certain property is bounded between 11th Avenue to the north, 8th street to the south, 2nd Avenue to the east and legally described in Exhibit “B” and shown on the map at Exhibit “C.”

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

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

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

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

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that

as a condition precedent for the performance of the District's obligations hereunder, Developer must provide proof, to the satisfaction of the District, that an approved allocation of water capacity for the Development from the water and recycled water capacity as allocated to the City by the Fort Ord Reuse Authority (FORA) exists. The Assigned Water Use Rates published as Appendix C in the MCWD Water Code Ordinance shall be the basis for calculating the Development's water demand. Based on the Developer's current estimation of land uses and the application of Appendix C (included within Exhibit A), this specific phase of Development is allocated 38.67-AFY of potable water. The water allocation for the overall development project is 593-AFY.

1.3 Sewer Capacity. The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey One Water (M1W) Regional Interceptor System which discharges to the M1W Wastewater Treatment Plant (WWTP). If additional Capacity is required for the Development, the Developer shall purchase the capacity from the M1W at the Developer's sole expense and shall provide proof of payment for that capacity right to the District at the time the sewer infrastructure is conveyed. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity by the District.

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

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all Facilities required by this Agreement and the expiration of the required warranty period, whichever occurs first, unless terminated sooner as provided in section 19 of this Agreement.

2. Design and Construction Requirements

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

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

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

and specifications shall commence after receipt of the initial deposit (see Paragraph 2.1.7).

2.1.3 The Developer shall comply with most recent District Code in effect at the time of construction including, but not limited to, section 4.28 *Recycled Water*. The District will identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout to the point of delivery. The Developer, or its successors or assignees (such as an owner's association), will assist MCWD to obtain all required permits for the on-site use of recycled water. This shall include but is not limited to, complying with the California Department of Health Services, the State of California Regional Water Quality Control Board and other regulatory agency requirements prior to constructing any recycled water Facilities.

2.1.4 The District shall have the right to inspect the construction of the Facilities and ensure that construction and installation conforms to the Development plans and specifications. District's right to inspect extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District shall also have the right to confirm that Developer is using special fixtures including zero water use urinals, hot water recirculation systems, etc., in compliance with the District's most recent rules and ordinances. The District's right to confirm compliance under this section does not in any way eliminate or supersede any inspection obligations by the City or County, including but not limited to the issuance of final occupancy permits. District will endeavor to inform the responsible City or County agency of these MCWD requirements so that the responsible agency can incorporate these items into their inspection punch list.

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

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

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

Engineer's estimate. (See *Procedures* section 200.3.2)

3. Temporary Irrigation

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

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

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

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

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

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

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

3.4 As required by MCWD, all temporary irrigation networks shall be tested to meet MCWD requirements. No facilities or portion thereof will be accepted as suitable for service without

meeting all MCWD test requirements. The District shall have the right to inspect work in progress in the construction of either in-tract or out-of-tract temporary irrigation networks as described above.

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

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

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

If the temporary irrigation network remains in-service following the end of the sixth-year, then no reimbursement of special connection fees will be owed to the Developer and the temporary irrigation network may be removed (or not) at the discretion of Developer. The District will retain all special connection fees paid and will treat the so-called temporary irrigation network as a District approved, permanent irrigation connection.

4. Existing Water, Sewer and Recycled water Infrastructure/Annexation

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

4.2 Annexation. Developer acknowledges that the Development shall be annexed into the District's jurisdictional boundaries. In exchange for the District's commitments to provide the services specified herein to the Development, the Developer, and its successors and assigns, hereby

irrevocably consent to the annexation of the Development to the District. The terms and conditions of this section of the Agreement supersedes interpretations of MCWD Water Code section 3.08.060.D. Developer shall cooperate in all manner with the requests of the District, the Monterey County Local Agency Formation Commission (“LAFCO”), or any other public agency in any proceedings to annex the Development to the District. The Developer shall be responsible for preparing all studies, maps, legal descriptions, and other documents required by LAFCO in connection with the annexation process, including the efforts to comply with CEQA requirements. The Developer shall also be responsible for any engineering, legal and publication costs and all other charges which may be incurred by the District in preparing and examining maps, legal descriptions and other documents in relation thereto, and other expenses regularly incurred in connection with the annexation of the Development into the District. Expressly, the Developer shall be responsible for paying all LAFCO and State Board of Equalization fees and costs or any other fees in connection with the annexation. District, in its discretion, may require Developer to provide a deposit at the commencement of the annexation process for District’s cost reimbursements described herein. District may require Developer to replenish the deposit within thirty (30) days of written notice. The Developer shall indemnify and defend the District from all legal actions in relation to the annexation.

5. District to Serve Development

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

Capacity Charges	Per EDU
Water	*\$13,125.00
Recycled Water Only	*\$5,175.00
Sewer	*\$3,375.00

*Per District Ordinance 6,089,090 Section B, each July 1st, Capacity Charges will be adjusted by an increment based on the change in the Engineering News Record 20-City Average Construction Cost Index (CCI) over the prior year, using the index published for the first quarter of the calendar year, and rounding to the nearest \$25. The CCI for 1st Quarter 2022 is 8.87%.

6. Capacity Charge

6.1 The current FY 2022-2023 capacity charges, effective July 1, 2022 and January 1, 2023, for water and sewer services are \$13,125 per EDU and \$5,175 per EDU, respectively, under Title 6 of the MCWD Water Code and which may be adjusted annually under that Title. In addition to these authorized annual adjustments, the District Board of Directors reserves its right to review

and revise these charges from time to time subject to applicable law and the District's approval procedures for such charges. The Developer shall pay the capacity charges in effect on the date that the Meter Application for any given EDU is accepted by MCWD.

7. Provision for Non-Potable Water Use

7.1 Based upon existing studies, the District does not have sufficient existing firm water supplies to meet the water demands of projected developments within the District's service area. Therefore, improvement plans must be compatible with District's then-in effect master recycled-water capital facilities improvement plans and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations.

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

8. Non-Completion of Prior Projects and Phases

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

9. Licensed Contractor

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

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

10. Permits, Easements, and Related Costs

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

11. Final Inspection and Reimbursement of District Costs

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

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

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

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

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

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

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

13.1.3 Any other documents required by Section 400.13 of the *Procedures Guidelines and Design Requirements*.

14. Indemnity, Insurance, and Sureties

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

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

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

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

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

15. Transfer of System Facilities to District after Completion

15.1 Developer shall execute and obtain all signatures of all other parties having any interest (including any Deed of Trust) and deliver a conveyance satisfactory in form and content to District. This conveyance shall transfer unencumbered ownership of all facilities required by this

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

16. Developer Assistance

16.1 Developer shall, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance of the facilities. This obligation shall extend to one year after transfer of the Facilities.

17. Warranties

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

indemnify District for all such costs (including District's own labor costs) incurred.

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

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the District;

and

- (3) Enforce all warranties for the benefit of the District, if directed by the District.

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

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

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

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

19. Performance

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

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

20. Assignment

20.1 Neither party may assign their rights or obligations under this Agreement within its term

without the written consent of the other party.

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

21. Dispute Resolution Procedure

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

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

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

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

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

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

litigation.

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

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

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

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

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

MCWD’s INITIALS _____

SHEA’s: INITIALS _____

22. Waiver of Rights

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

23. Notices

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

To District: Marina Coast Water District

Attn: General Manager
11 Reservation Road
Marina, California 93933

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

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

24. Severability

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

25. Paragraph Headings

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

26. Successors and Assignees

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

27. Integrated Agreement

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

28. Negotiated Agreement

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

29. Attorneys' Fees

29.1 If arbitration or suit is brought to enforce or interpret any part of this Agreement, the

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

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

30. Exhibits

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

31. Disclaimer/Indemnity Regarding Public Works

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

32. No Third-Party Beneficiaries

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

33. Compliance with Laws

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

34. Counterparts

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

Signature Page

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

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

By **DISTRICT**

_____, General Manager

Marina Coast Water District

EXHIBIT A

WATER ALLOCATION DOCUMENTATION

RESOLUTION NO. 2005-129

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

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

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

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

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

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

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

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

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

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

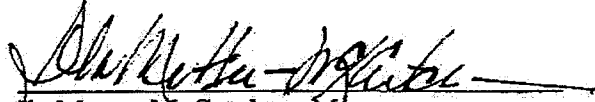
1. That the above recitations are true and correct, incorporated herein by this reference, and constitute findings of the City Council in this matter;
2. That, in accordance with California Water Code section 10911(c) and in light of those considerations set forth in the attached Exhibit B and Exhibit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

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

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

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None


Ma Mettee-McCutcheon, Mayor

ATTEST:

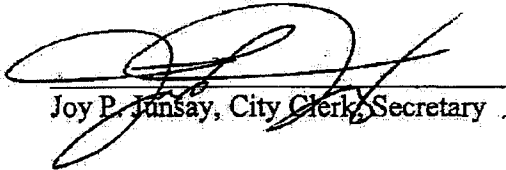

Joy P. Junsay, City Clerk/Secretary

EXHIBIT B

Finding 1:

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

Finding 2:

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

Evidence in Support of Findings:

Background

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

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

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

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

Revised Demand Factors

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

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

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

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

Table 1 Summary of Currently Available Water Supply vs. Projected Demands of the MCP Development, Existing Uses and Approved Uses Based on Demand Factors Set Forth in the RBF Report	
Total Available Supply	1,325 AFY
Less Total Demand of Existing Development on Fort Ord Within City	(253 AFY)
Less Total Demand of Approved Marina Heights Project	(292 AFY)
Less Total Demand of MCP Development	(593 AFY)
Net Surplus of Available Supply	187 AFY

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

Table 2 Summary of Net Surplus Available Supply vs. Projected Demands of the Other UV Specific Plan Development and Planned Future Uses Within City's Portion of Former Fort Ord Based on Demand Factors Set Forth in the RBF Report	
Total Net Surplus of Available Supply	187 AFY
Less Total Demand of Cypress Knolls Project	(148 AFY)
Less Other UV Specific Plan Development	(108 AFY)
Less Total Demand of Airport Business Park Project	(155 AFY)
Less Total Demand of Airport Area Golf Course	(420 AFY)
Less Total Demand of Other Planned Development (see Exhibit B-1)	(229 AFY)
Net Supply Deficit	(873 AFY)

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

Augmentation Project Background

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

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

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

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

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

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

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

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

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

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

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

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

City's Reliance on the Augmentation Project Water

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

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

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

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

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

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

Water Supply Reliability Assessment Assuming the Augmentation Project

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

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

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

Table 3 Summary of Currently Available Water Supply and Augmentation Supply vs. Projected Demands of Existing, Planned and Future Use on City's Portion of Former Fort Ord, Based on Demand Factors Set Forth in the RBF Report³	
Total Available Supply Plus City Share of Augmentation Water Supply	2,261 AFY
Less Total Demand of Existing Development on Fort Ord Within City	(253 AFY)
Less Total Demand of Approved Marina Heights Project	(292 AFY)
Less Total Demand of MCP Development	(593 AFY)
Less Total Demand of Cypress Knolls Project	(148 AFY)
Less Demand of Other UV Specific Plan Development	(108 AFY)
Less Total Demand of Airport Business Park Project	(155 AFY)
Less Total Demand of Airport Area Golf Course	(420 AFY)
Less Total Demand of Other Planned Development (see Exhibit B-1)	(229 AFY)
Net Existing and Future Water Supply Surplus	63 AFY

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

Additional Documentation

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

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

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

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

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

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

Draft 1-26-05

Water Supply Assessment and Written Verification of Supply

Proposed University Villages Specific Plan Development and Marina Community Partners Project

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



Byron Buck & Associates
Water Resources and Environmental Consulting

January 26, 2005

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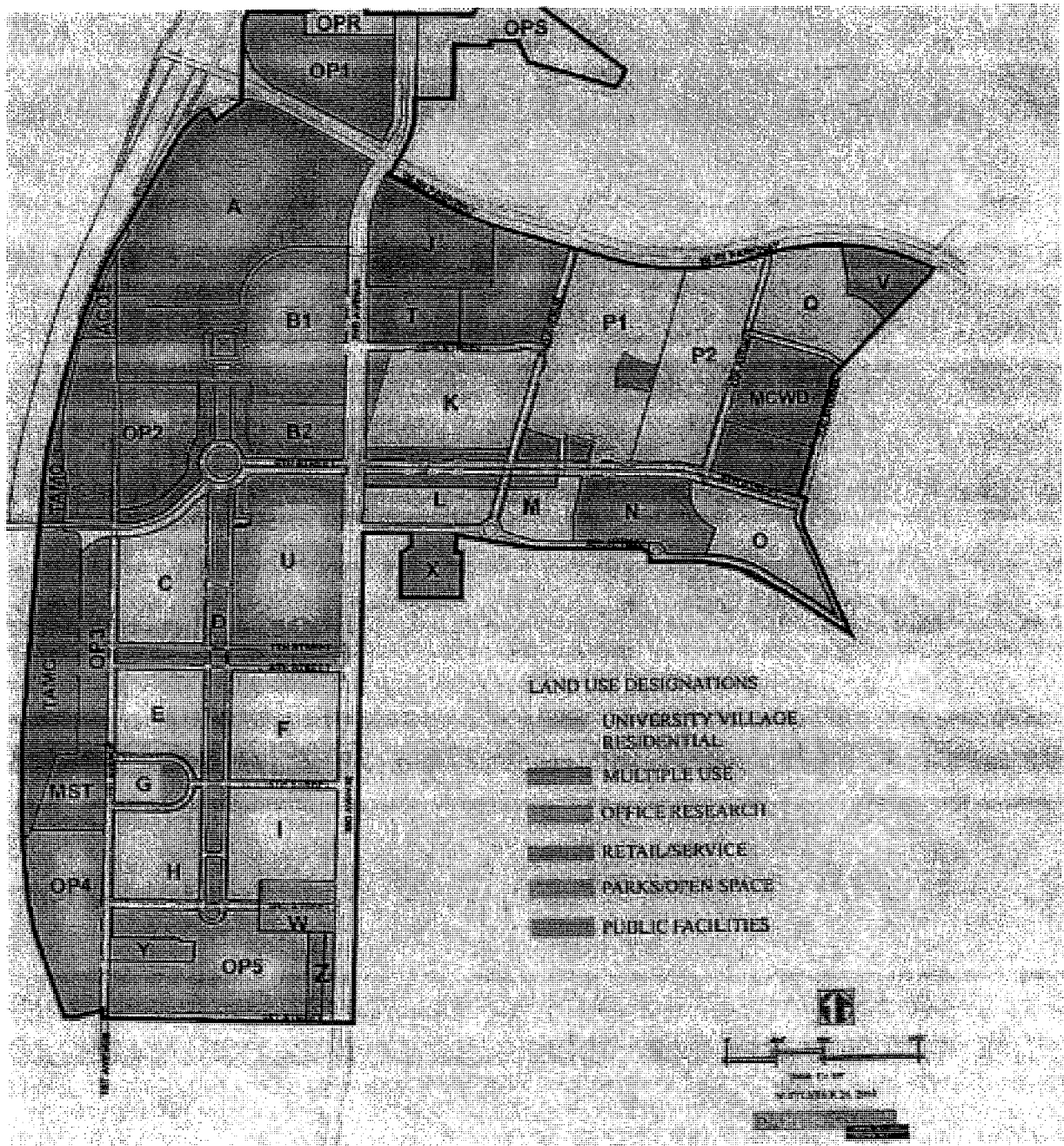
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Figure 1-2
University Villages Specific Plan Land Uses



Source: University Villages Specific Plan

Table 2-1 University Villages Specific Plan Residential and Common Area Water Demand Projection												
									Water Demands in AF/Y			Notes
		Lot	Lot	Person/	Interior	% Irrigable	Turf	Ornamental	Total	Total	Total	
University Villages Development	No. Units	Size Sq.Ft.	Size Ac.	Unit	Demand	Area	%	%	Interior	Exterior	Demands	Ornamentals @1.5 af/ac turf at 2.1 af/acre
					Gallons				unit demands			
Residential Uses					per Day							
Single Family												
Live-Work Townhome	139	1740	0.04	1.5	98.2	30%	0%	100%	0.11	0.02	17.78	Int. demand @125% reflecting livework
Duet	352	2250	0.05	1.5	78.5	40%	40%	60%	0.09	0.04	43.62	
Small Lot Alley	242	3088	0.07	2	104.7	40%	30%	70%	0.12	0.06	39.91	
Small Lot Standard	131	3600	0.09	3	157.1	40%	50%	50%	0.18	0.06	31.28	
Carriage	126	4750	0.11	3	157.1	40%	60%	40%	0.18	0.08	32.38	
Standard Lot	115	5750	0.13	3	157.1	60%	60%	40%	0.18	0.12	34.35	
Multi Family										tot.demand		
Mixed Use Townhome	24		11	1.5	78.5	10%	25%	75%	0.09	1.82	3.93	
Apartments	108		3	2	104.7	10%	25%	75%	0.12	0.50	13.16	
	1129											
									Total Residential Demands		216.42	
Common Areas						acres						
Parks and Open Spaces												
University Villages Project (MCP)						19.2					23.6	Per landscape architect open space
Other Specific Plan Parcels						8.1					9.0	analysis
									Total Open Space		32.6	

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

Marina Community Partners Development													
Planning Area	Land Use	Parcel Size	Bldg. Size In sf.	Interior SF. Demand Fac.	Interior Demands	Irrigable Area	Percent Turf	Percent Ornamental	Turf Demand	Ornamental Demand	Total Ext. Demand	Total Demand In AFYR	Factors and Notes
A	Total Planning Area	30.6				16.3	20%	80%	6.426	18.98	24.79	24.79	2.1 Eto turf, 1.5 Ornamental
	Retail		385,000	0.00004	15.48							15.40	MCWD Actual Averages
	Restaurant		20,000	0.001187	23.33							23.33	MPWMD factor
	Fast Food Restaurant		16,500	0.038/seat	43.89							43.89	MPWMD factor
J	Total Planning Area	9.6				4.8	50%	50%	5.04	3.5	8.64	8.64	2.1 Eto turf, 1.5 Ornamental
	Gas Station/store		3,000	0.00004	0.75							0.75	Store plus 0.1051tall/pump@6 pumps
	Grocery Store		55,000	0.00039	21.45							21.45	MCWD Factor
	Service		8,000	0.00034	2.08							2.08	Avg. of MCWD factors
	Retail Shops		17,000	0.00004	0.89							0.89	MCWD Actual Averages
B1	Total Planning Area	22.7				11.35	20%	80%	4.767	13.62	18.39	18.39	2.1 Eto turf, 1.5 Ornamental
	Retail		114,000	0.00004	4.58							4.58	MCWD Actual Averages
	Restaurant		18,000	0.02/seat	17.50							17.50	MPWMD factor
	Fast food Restaurant		10,000	0.038/seat	26.80							26.80	MPWMD factor
	Cinema (1750 seats)		35,000	0.0012/seat	2.10							2.10	MPWMD factor
	Service		25,000	0.00034	8.58							8.58	Avg. of MCWD factors
	Office (above retail)		10,000	0.00012	1.20							1.20	MCWD Factor
	Total Planning Area	3.6				1.8	20%	80%	0.756	2.16	2.92	2.92	2.1 Eto turf, 1.5 Ornamental
V	Retail		12,000	0.00004	0.48							0.48	MCWD Actual Averages
	Restaurant		5,000	0.02/seat	5.83							5.83	MPWMD factor
	Fast Food Restaurant		2,000	0.038/seat	5.32							5.32	MPWMD factor
	Service		5,800	0.00034	1.89							1.89	Avg. of MCWD factors
OP1	Total Planning Area	11.0				5.5	50%	50%	5.775	4.125	9.90	9.90	2.1 Eto turf, 1.5 Ornamental
	Hotel		350 rooms	0.17000	59.60							59.60	MCWD Factor
	Retail		1,000	0.00004	0.04							0.04	MCWD Actual Averages
	Restaurant		12725	0.02/seat	14.85							14.85	MPWMD factor
T	Total Planning Area	4.9				2.5	50%	50%	2.625	1.875	4.50	4.50	2.1 Eto turf, 1.5 Ornamental
	Hotel		160 rooms	0.17000	25.50							25.50	MCWD Factor
OP2	Office/light ind.	15.7	283,000	0.00012	30.38	7.9	20%	80%	3.318	9.48	12.80	12.80	MCWD Factor
OP3	Office/cultural	5.2	82,000	0.00012	9.84	2.6	20%	80%	1.092	3.12	4.21	4.21	MCWD Factor
OP4	Office/light ind.	10.5	170,000	0.00012	20.40	5.3	20%	80%	2.228	6.36	8.59	8.59	MCWD Factor
OP5	Office/light ind.	15.3	245,000	0.00012	29.40	7.7	20%	80%	3.234	9.24	12.47	12.47	MCWD Factor
Z	Total Planning Area	2.1				1.1	20%	80%	0.482	1.32	1.78	1.78	2.1 Eto turf, 1.5 Ornamental
	Retail		8,500	0.00004	0.34							0.34	MCWD Actual Averages
	Service		5,000	0.00034	1.72							1.72	Avg. of MCWD factors
	Restaurant		5,000	0.02/seat	5.83							5.83	MPWMD factor
	Fast Food Restaurant		1,500	0.038/seat	3.99							3.99	MPWMD factor
Totals			131.2		383.4				35.7	73.3	109.0	492.4	
Other Specific Plan Development (new uses only)													
		Lot Coverage											
Monterey-Selinas Transit (MST)	4.3	15%	0.0001	2.81	1.075	0%	100%	0	1.61	1.61	4.42	BBA (bus transit related)	
Trans. Agency of Mo.Co. (TAMC)	13.2	15%	0.0001	8.82	3.3	0%	100%	0	4.85	4.85	13.57	BBA (undefined transit related)	
Marina Coast WD (MCWD)	11.3	26%	0.0003	36.82	5.65	80%	40%	7.12	3.39	10.51	47.43	MCWD (as elementary school)	
US Army Corps of Engineers (ACOE)	2.0	n/a											No change in existing use
City Marina PBC Parcel 8th St. **	17.4	10%	0.0002	15.16	8.7	15%	20%	2.74	2.61	5.35	20.51	MCWD (public/recre. play fields)	
City Marina PBC Parcel 3rd St.	3.0	35%	0.0002	9.15	0.76	20%	80%	0.32	0.90	1.22	10.36	MCWD (public/recre. center)	
Goodwill Industries	6.0	n/a											No change in existing use
Young Nak Church	1.5	14%	0.0001	0.88	0.725	80%	50%	0.76	0.54	1.31	2.19	MCWD (proposal in process)	
Co. of Monterey	1.7	n/a											
City of Marina - fire station site	3.3	35%	0.0003	15.08	0.825	20%	80%	0.35	0.99	1.34	16.43	MCWD (fire station)	
Total Out Parcels		63.7		88.64							28.28	114.9	

MCWD WATER CODE: APPENDIX C*

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

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

Type of Use	Basis	Assigned MCWD Water Use Rates By Acre-Ft	Project Quantity (Units)	Total Project Water Use Per Annum by Use (Acre-Ft)
Residential				
Multi Family - Apartment	DU	0.21		0
Apartment (senior complex)	DU	0.12		0
Group Housing (boarding, dormitory, convalescent)	Occupant	0.062		0
Condominium/Townhouse	DU	0.24		0
Mobile Home	DU	0.21		0
Multi-Family - Duplex to Fourplex	DU	0.24	84	20.16
Single Family 0 < lot < 0.08 acres (13 or more units per acre)	DU	0.25		0
Single Family 0.08 <= lot < 0.22 acres (5—12 Units/Acre)	DU	0.28		0
Single Family 0.22 <= lot < 0.67 acres (2—4 Units/acre)	DU	0.52		0
Single Family (lot >= 0.67 acres)	acres	0.89		0
Accessory Dwelling Unit < 640 sq. ft.	DU	0.17		0
Accessory Dwelling Unit 641 to 800 sq. ft.	DU	0.21		0
Accessory Dwelling Unit 841 to 1,200 sq. ft.	DU	0.25		0
TOTAL RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				20.16

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

Meeting Halls, Churches, School Room	sq. ft.	0.000092		-
Nursing Home (care portion only)	bed	0.12		-
Laboratory	sq. ft.	0.000082		-
Laboratory - Photographic	sq. ft.	0.003		-
Landscape (non-turf)	acres	2.1	0.49	1.029
Landscape (turf)	acres	2.5		-
Plant Nursery	sq. ft.	0.00009		-
Public Restroom	toilets	0.058		-
Restaurant (full service - 3 meals, dish washing)	sq. ft.	0.00125	10,293	12.866
Restaurant (Fast food/casual with onsite prep)	sq. ft.	0.00051		-
Restaurant (take out w/ minimal onsite prep)	sq. ft.	0.00027		-
Store - General Retail (Department Store)	sq. ft.	0.00005	9,893	0.495
Store - Grocery and Markets	sq. ft.	0.00033	12,500	4.125
Swimming Pool (per 100 sq. ft. pool area)	sq. ft.	0.02		-
Theater	seats	0.0012		-
Veterinary	sq. ft.	0.00022		-
Warehouse, Distribution, Self-Storage	sq. ft.	0.00001		-
TOTAL NON RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				18.515

TOTAL COMBINED ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				38.675
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The assigned water use rate is then multiplied by the appropriate square footage, room, or seat number for each use and the capacity charge per acre-foot of water.

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

* See manufacturer's recommendation.

EXHIBIT B
LEGAL DESCRIPTION

OWNER'S STATEMENT

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

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

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

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

ADJUTERS RIGHTS OF ACCESS IN AREAS MARKED (XXXXXX) ARE HEREBY RELINQUISHED.

WE ALSO HEREBY DEDICATE AN EASEMENT OVER LOT 6, FOR THE PURPOSES OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AND UTILITIES, IN FAVOR OF THE OWNERS OF LOTS 9, 10, 11, 12 AND 13 AND 14 THEIR CUSTOMERS AND INVITEES. SAID EASEMENT SHALL NOT INTERFERE WITH THE RIGHT OF THE OWNER OF LOT 6 TO CONSTRUCT IMPROVEMENTS WITHIN LOT 6.

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

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

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

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

SUBDIVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OR ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS OR EMPLOYEES TO ATTACK, SET ASIDE, VOID OR ANNUL ANY APPROVAL OF THE CITY, CITY COUNCIL, PLANNING COMMISSION, OR OTHER BOARD, ADVISORY AGENCY OR LEGISLATIVE BODY CONCERNING THIS SUBDIVISION. CITY WILL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM, ACTION OR PROCEEDING AGAINST IT AND WILL COOPERATE FULLY IN THE DEFENSE. THIS CONDITION IS IMPOSED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 86474.9.

AS OWNERS

THE REDEVELOPMENT AGENCY OF THE CITY OF MARINA, A PUBLIC BODY CORPORATE AND POLITICAL

BY: Anthony J. Alfeld DATE 8-23-06
ANTHONY J. ALFELD, EXECUTIVE DIRECTOR

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

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

BY: J.F. SHEA CO. INC. A NEVADA CORPORATION, ITS GENERAL PARTNER

BY: Laure Marceau DATE 8/1/06
LAURE MARCEAU, AUTHORIZED AGENT

BY: Donald A. Hoyer DATE 8/1/06
DONALD A. HOYER, AUTHORIZED AGENT

BY: Laure Marceau DATE 8/1/06
LAURE MARCEAU, ASSISTANT SECRETARY

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

BY: Laure Marceau DATE 8/1/06
LAURE MARCEAU, ASSISTANT SECRETARY

BY: CENTEX REAL ESTATE CORPORATION, A NEVADA CORPORATION, ITS MANAGING GENERAL PARTNER

BY: Philip Rarabon DATE 8-2-06
PHILIP RARABON

ITS: SENIOR VICE PRESIDENT

TRACT MAP

NORTH AND WEST MARINA VILLAGE BEING A PORTION OF FORT ORD MILITARY RESERVATION IN RANCHO NODDIE, SJERRA MONTEREY CITY LANDS TRACT NO. 1, CITY OF MARINA, COUNTY MONTEREY, SURVEY DATE: JULY, 2008

OWNER'S ACKNOWLEDGMENT

STATE OF California

COUNTY OF Monterey

ON August 23, 2006

BEFORE ME, Anita Shepherd-Sharp, R.N.

PERSONALLY APPEARED Anthony J. Alfeld

Executive Director

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY Anita Shepherd-Sharp

NAME OF NOTARY Anita Shepherd-Sharp

COMMISSION NO. 13120008

EXPIRATION DATE: September 6, 2008

SUBDIVIDER'S ACKNOWLEDGMENT

STATE OF California

COUNTY OF Alameda

ON 8-1-06

BEFORE ME, L. Wilson, Notary Public,

PERSONALLY APPEARED Laure Marceau

+ Donald A. Hoyer

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY L. Wilson

NAME OF NOTARY L. Wilson

COMMISSION NO. 1465300

EXPIRATION DATE: 8-6-08

SUBDIVIDER'S ACKNOWLEDGMENT

STATE OF California

COUNTY OF Alameda

ON 8-1-06

BEFORE ME, L. Wilson, Notary Public,

PERSONALLY APPEARED Robert M. Burke

+ Laure Marceau

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY L. Wilson

NAME OF NOTARY L. Wilson

COMMISSION NO. 1465300

EXPIRATION DATE: 8-6-08

PLANNING COMMISSION STATEMENT

I, CHRISTI DUNBAR, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF MARINA, HEREBY CERTIFY THAT THE MAP SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AS APPROVED BY THE CITY COUNCIL OF MARINA ON THE 21ST DAY OF MAY 2006, AND ANY SUBSEQUENT MODIFICATIONS APPROVED THEREAFTER.

Christi Dunbar

CHRISTI DUNBAR, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF MARINA

SUBDIVIDER'S ACKNOWLEDGMENT

STATE OF California

COUNTY OF Alameda

ON 8-2-06

BEFORE ME, L. Wilson, Notary Public,

PERSONALLY APPEARED Philip Rarabon

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY L. Wilson

NAME OF NOTARY L. Wilson

COMMISSION NO. 1465300

EXPIRATION DATE: 8-6-08

CITY CLERK'S STATEMENT

I, JOY P. JUNGAY, CITY CLERK OF THE CITY OF MARINA, HEREBY CERTIFY THAT THE CITY COUNCIL OF SAID CITY OF MARINA APPROVED THE HEREWITH MAP ON THE 15TH DAY OF March, 2006 AND ACCEPTS ON BEHALF OF THE PUBLIC, ALL EASEMENTS AND PARCELS OF LAND OFFERED FOR DEDICATION, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION AND DO NOT ACCEPT AT THIS TIME ALL IRREVOCABLE OFFERS OF DEDICATION SHOWN ON THIS MAP.

Joy P. Jungay

JOY P. JUNGAY, CITY CLERK OF MARINA

RECORDER'S STATEMENT

FILED THIS 26th DAY OF March, 2006, 2:45 PM IN VOLUME 23 OF MAPS, AT PAGE 316 AT THE REQUEST OF RBF CONSULTING

SIGNED: Stephen L. Vagrin

COUNTY RECORDER

BY: Super Mauer

DEPUTY

SERIAL NUMBER: 201075406 FEE: \$25.00

CITY ENGINEER'S STATEMENT

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

Nourdin Khayata

NOURDIN KHAYATA, ACTING CITY ENGINEER, CITY OF MARINA

R.C.E. 52446 EXPIRATION DATE: 12-31-07

SURVEYOR'S STATEMENT

I, DAVID BAUMANN, LICENSED LAND SURVEYOR, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION DURING JULY 2006 THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE ONE YEAR AFTER THE RECORDATION OF THIS MAP BY THE MONTEREY COUNTY RECORDER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RESTRICED. THE TOTAL (GROSS) AREA FOR THE SUBDIVISION IS 333 ACRES.

David Baumann

DAVID BAUMANN, P.L.S. 7306 EXPIRATION DATE: 3-31-07

TRACT NO. 1472

SHEET 1 OF 2 SHEETS RBF Jc 10-104387

Vol. 23 C&T PG 36

TRACT MAP

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

CITY SURVEYOR'S STATEMENT

I, CYRUS KIANGOUR, ACTING CITY SURVEYOR OF THE CITY OF MARINA,
HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND IT IS TECHNICALLY
CORRECT.

AKC
CYRUS KIANGOUR, ACTING CITY SURVEYOR, CITY OF MARINA
L.S. 7515 EXPIRATION DATE: 12-31-07



TRACT NO. 1472

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

TRACT MAP

NORTH AND WEST MARINA VILLAGE BEING A PORTION
OF FORT ORD MILITARY RESERVATION IN RANCHO NICHOL
BUENA MONTEREY CITY LANDS TRACT NO. 1
CITY OF MARINA, COUNTY OF MONTEREY
SURVEY DATE: JULY, 2008

EASEMENTS AND DOCUMENTS OF RECORD

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

AN EASEMENT FOR GAS PIPELINE AND INCIDENTAL PURPOSES
IN THE DOCUMENT RECORDED JUNE 1, 1978 AS REEL 1058,
AT PAGE 18 OF OFFICIAL RECORDS, NOT PLOTTABLE.
NOT DEFINE OF RECORD.

AN EASEMENT FOR GAS PIPELINE AND INCIDENTAL PURPOSES
IN THE DOCUMENT RECORDED JUNE 2, 1978 AS REEL 1058,
AT PAGE 555 OF OFFICIAL RECORDS.

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

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

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

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

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

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

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

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

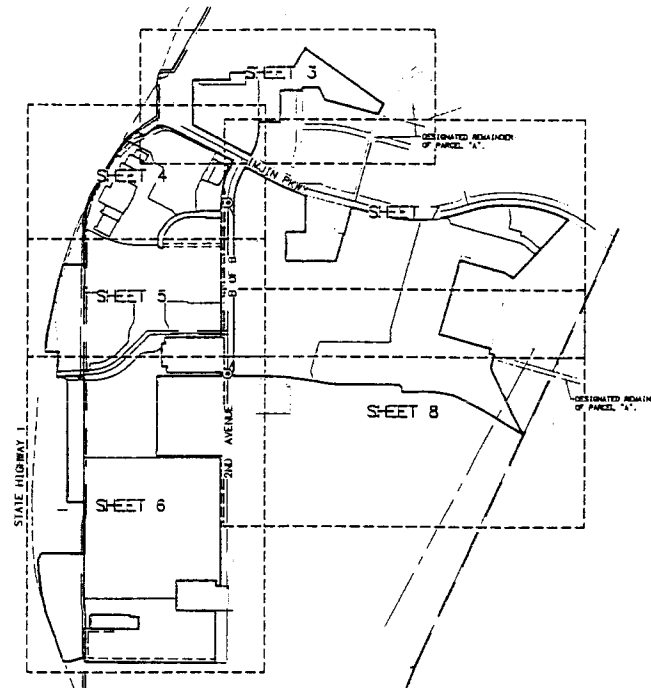
THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT
ENTITLED "MEMORANDUM OF DISPOSITION AND DEVELOPMENT
AGREEMENT" RECORDED AUGUST 5, 2005 AS RECORDER
SERIES NO. 2005-080653 AND 2005-080654 OF OFFICIAL
RECORDS, RECORDED APRIL 23, 2004 AS RECORDER SERIES
NO. 2004039810

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

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT
ENTITLED "QUITCLAIM DEED FOR A PORTION OF UNIVERSITY
VILLAGES PARCELS FORMER FORT ORD, MONTEREY COUNTY,
CALIFORNIA (FORT ORD REUSE AUTHORITY OF THE
REDEVELOPMENT AGENCY OF THE CITY OF MARINA)"
RECORDED SEPTEMBER 1, 2005 AS RECORDER SERIES NO.
2005091639 AND 2005091841 OF OFFICIAL RECORDS.

AN EASEMENT FOR RIGHT OF ENTRY AND ACCESS AND
INCIDENTAL PURPOSES, RECORDED SEPTEMBER 1, 2005
AND ALSO RECORDED MARCH 27, 2006 AS RECORDER SERIES
NO. 2005091639, 2005091841 AND 2006028845
OF OFFICIAL RECORDS, NOT PLOTTABLE, NOT DEFINE OF
RECORD.

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



EASEMENTS AND DOCUMENTS OF RECORD (CONTINUED)

U.S. ARMY RESERVES THE INTEREST IN, OR RIGHTS TO, MINERAL, INCLUDING
BUT NOT LIMITED TO, OIL, GAS OR OTHER HYDROCARBON SUBSTANCES PER
SUBDIVISION MAP ACT 88438 (C).

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

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

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

EASEMENTS AND DOCUMENTS OF RECORD (CONTINUED)

EASEMENT FOR GAS PIPELINE AND INCIDENTAL PURPOSES IN THE DOCUMENT
RECORDED NOVEMBER 17, 1972 AS REEL 810, AT PAGE 889 OF OFFICIAL RECORDS.

DEPARTMENT OF THE ARMY FOR ELECTRIC POWER AND FOR NATURAL GAS PIPELINE
RIGHT OF WAY, RECORDED APRIL 12, 1997 IN REEL 3508, PAGE 1533 OF
OFFICIAL RECORDS.

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

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

RECORD REFERENCES

REFERENCE	RECORDED DOCUMENT	DESCRIPTION
R1	BK. 19 SURV. PG. 15 (C.S.U.M.B. - 6 PARCELS	
R6	BK. 19 SURV. PG. 125 (VIETNAM VETERANS - 8 PARCELS	
R10	BK. 20 SURV. PG. 24 (GOODWILL INDUSTRIES - 1 PARCEL	
R12	BK. 20 SURV. PG. 90 (T.A.M.C. - 4 PARCELS	
R14	BK. 23 SURV. PG. 98 (MARINA II - 1 PARCEL	
R19	BK. 27 SURV. PG. 80 (MPC PARCELS	
R21	ISDC PARCELS - DEED REFERENCE	
R22	BK. 20 SURV. PG. 56 (M.I.R.A. - 1 PARCEL	
R23	I.R.O.S.VOL. 28 PG. 56 (BESTOR'S RECORD OF SURVEY	

NOTE

TENTATIVE SUBDIVISION MAP REMAINS IN EFFECT

LEGEND

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

BASIS OF BEARINGS (3 OF 3)

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

SOILS REPORT STATEMENT

A SOILS REPORT DATED JULY 1, 2008 PREPARED BY BERLOGAR GEOTECHNICAL
CONSULTANTS HAS BEEN SPECIFICALLY PREPARED FOR THIS SUBDIVISION.



TRACT NO. 1472

SHEET 2 OF 9 SHEETS

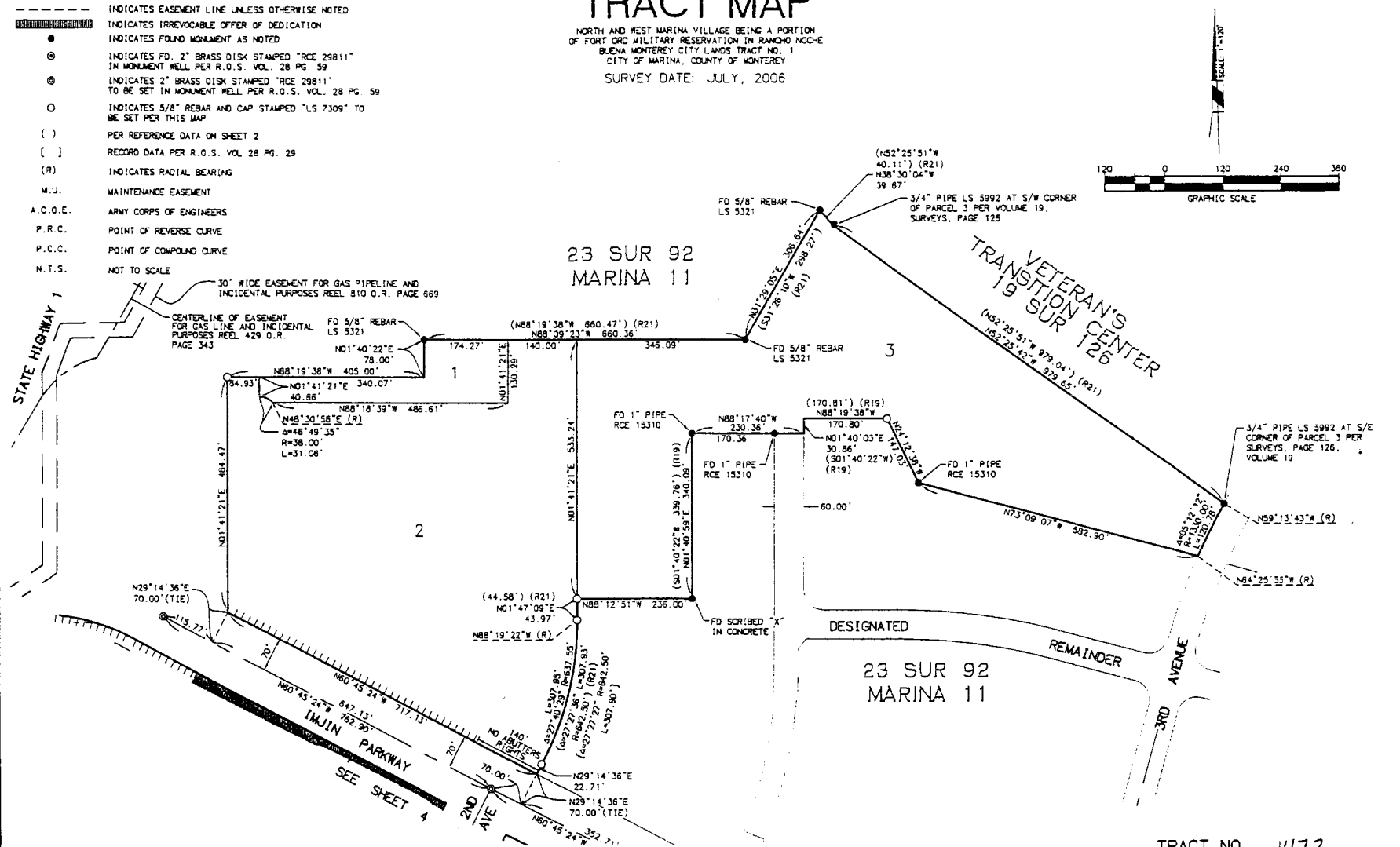
R&F JN: 10-104387

LEGEND

INDICATES PROPERTY LINE	INDICATES ABUTTERS' RIGHTS TO BE ABANDONED
INDICATES LOT LINE	
INDICATES EASEMENT LINE UNLESS OTHERWISE NOTED	
INDICATES IRREVOCABLE OFFER OF DEDICATION	
INDICATES FOUND MONUMENT AS NOTED	
●	
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P.R.C.	POINT OF REVERSE CURVE
P.C.C.	POINT OF COMPOUND CURVE
N.T.S.	NOT TO SCALE

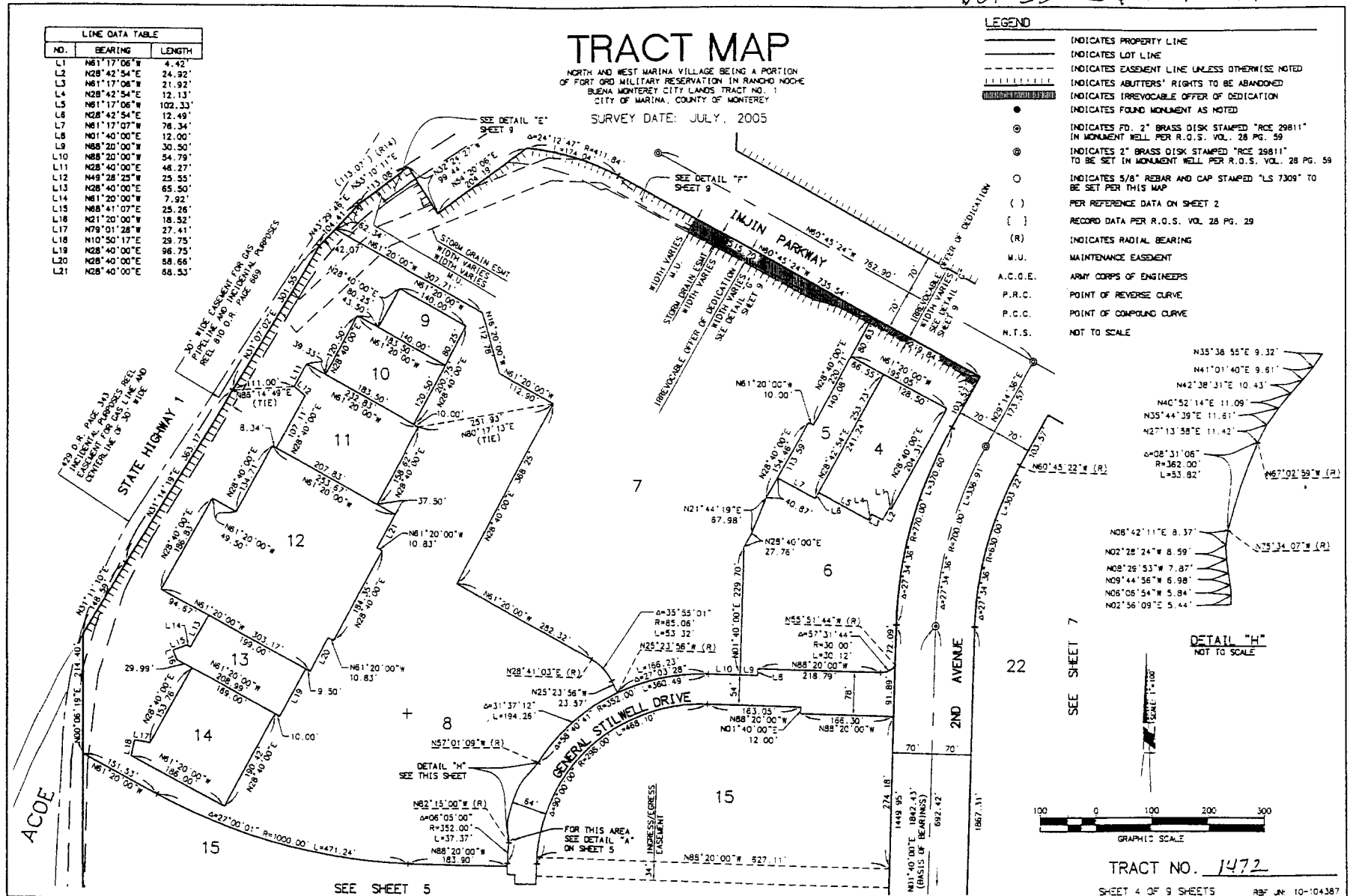
TRACT MAP

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

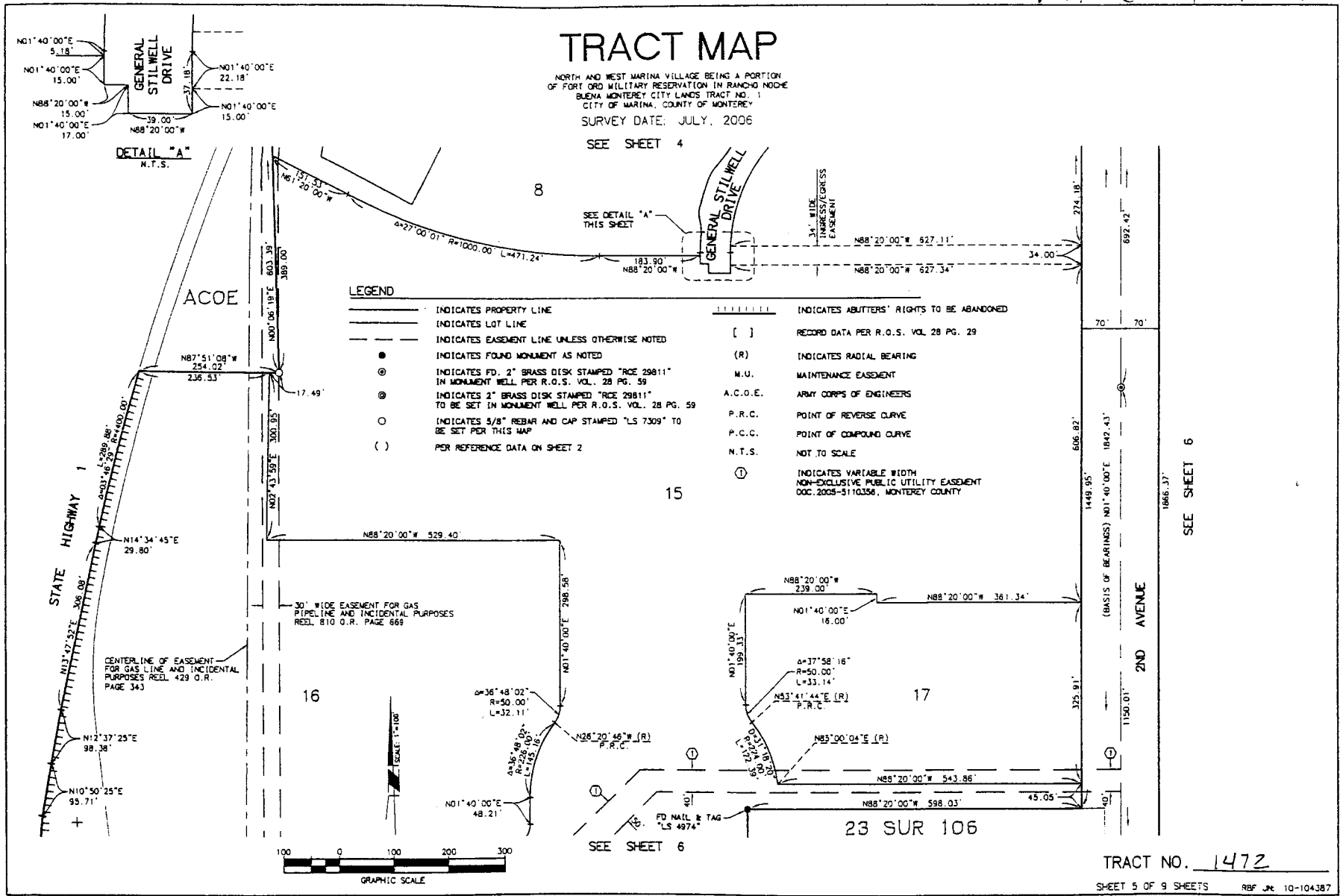


TRACT NO. 1472

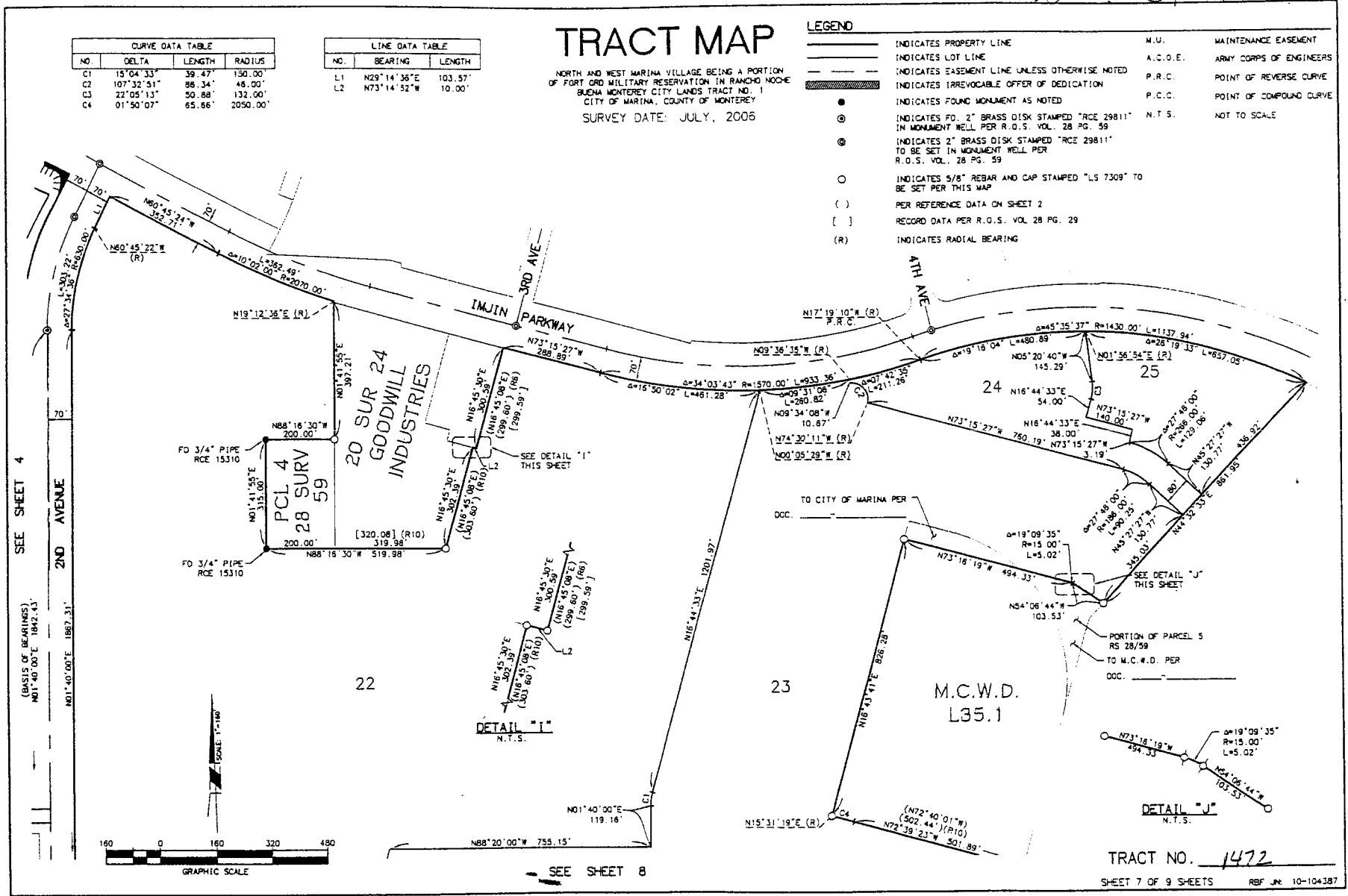
SHEET 3 OF 9 SHEETS REF ID: 10-104387



V0' 23 C&T PG 36



16' 23 C&T PG 36

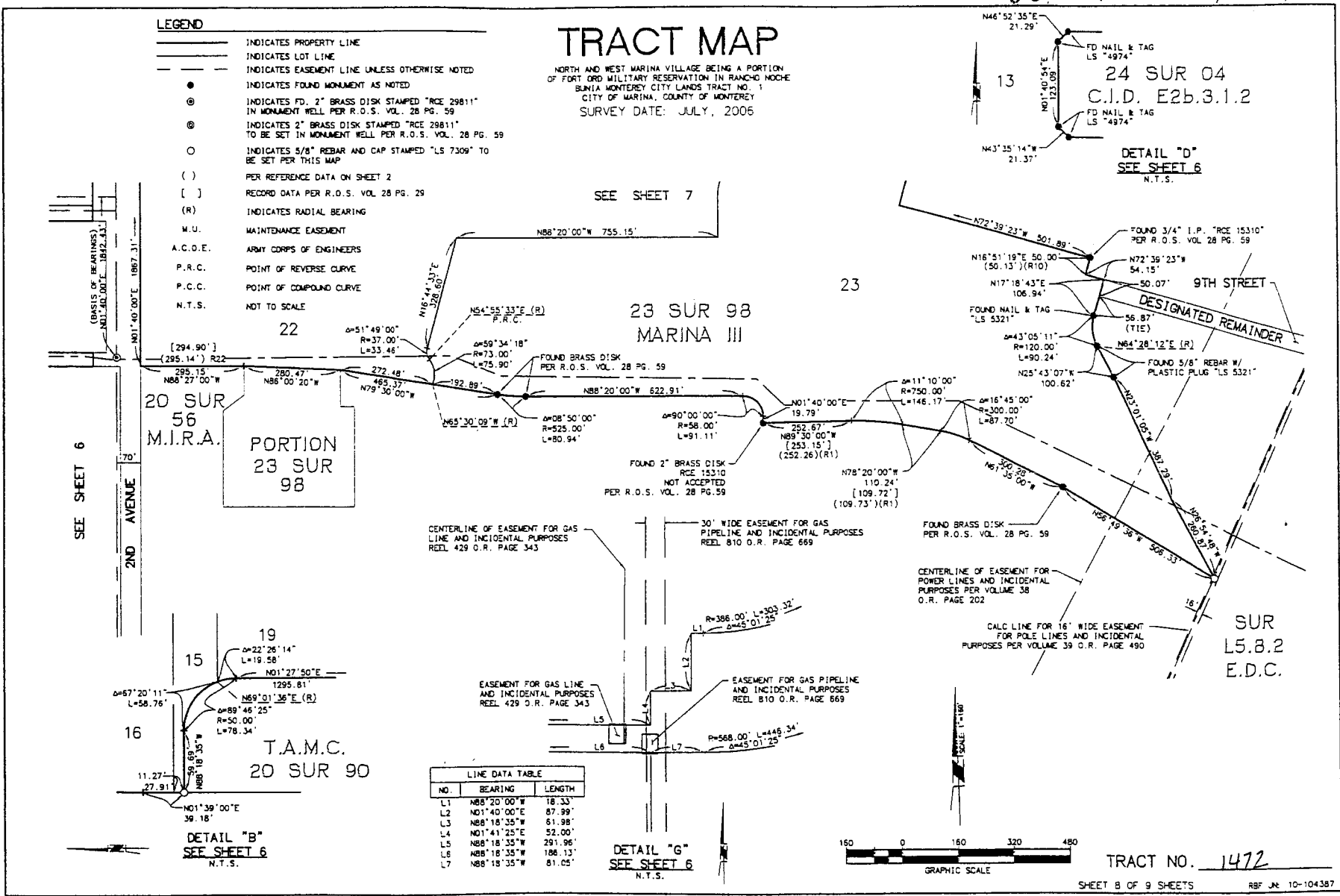


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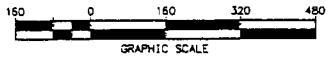
- INDICATES PROPERTY LINE
- INDICATES LOT LINE
- - - INDICATES EASEMENT LINE UNLESS OTHERWISE NOTED
- INDICATES FOUND MONUMENT AS NOTED
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- INDICATES 5/8" REBAR AND CAP STAMPED "LS 7309" TO BE SET PER THIS MAP
- () PER REFERENCE DATA ON SHEET 2
- []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

TRACT MAP

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



NO.	BEARING	LENGTH
L1	N88°20'00"W	18.33'
L2	N01°40'00"E	87.99'
L3	N88°18'35"W	61.98'
L4	N01°41'25"E	52.00'
L5	N88°18'35"W	291.96'
L6	N88°18'35"W	186.13'
L7	N88°18'35"W	81.05'



TRACT MAP

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

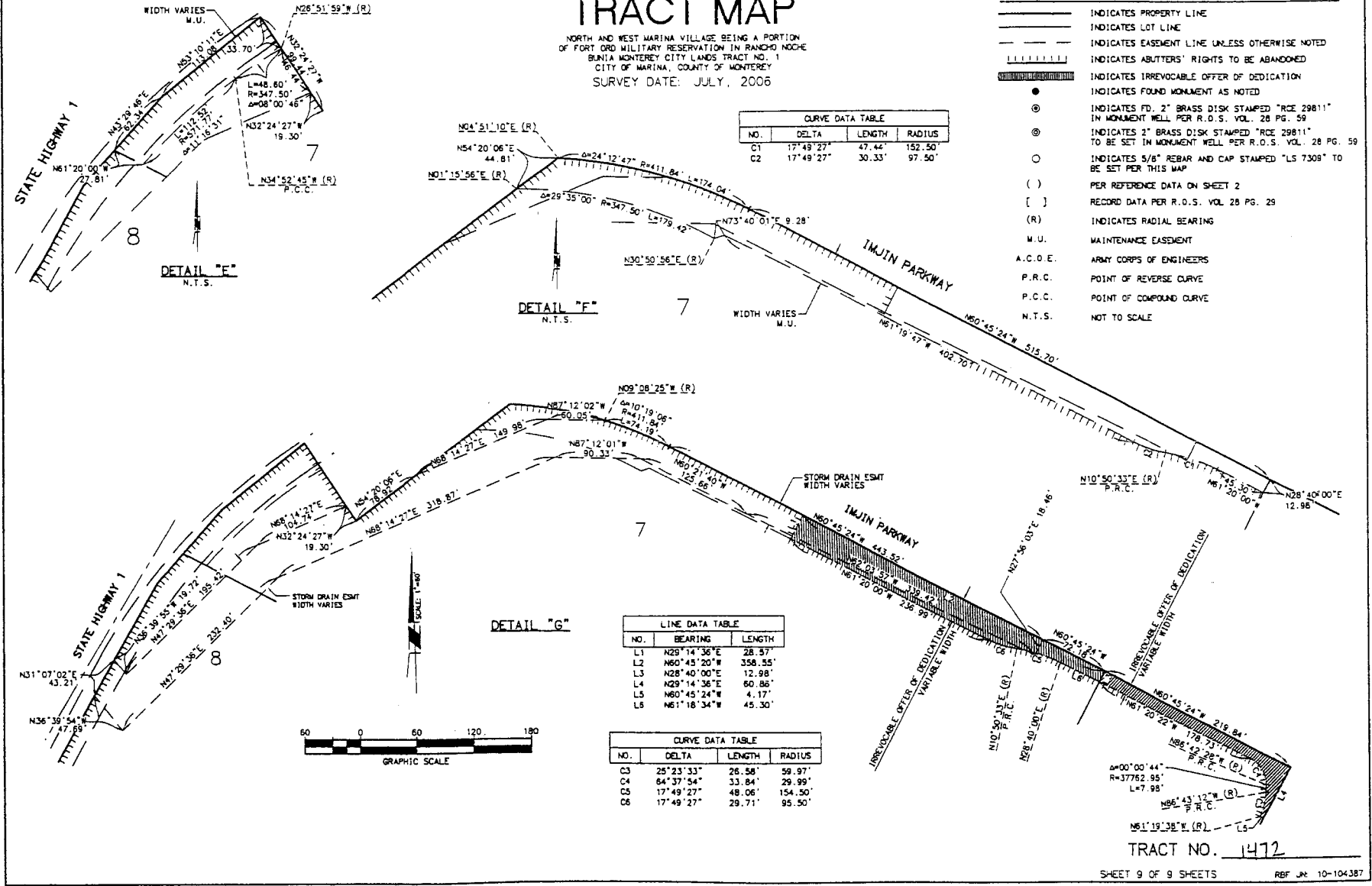
LEGEND

- INDICATES PROPERTY LINE
- INDICATES LOT LINE
- INDICATES EASEMENT LINE UNLESS OTHERWISE NOTED
- ||||| INDICATES ABUTTERS' RIGHTS TO BE ABANDONED
- INDICATES IRREVOCABLE OFFER OF DEDICATION
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- ⊙ INDICATES 2" BRASS DISK STAMPED "RCE 29811" TO BE SET IN MONUMENT WELL PER R.O.S. VOL. 28 PG. 59
- INDICATES 5/8" REBAR AND CAP STAMPED "LS 7308" TO BE SET PER THIS MAP
- () PER REFERENCE DATA ON SHEET 2
- [] RECORD DATA PER R.O.S. VOL. 28 PG. 29
- (R) INDICATES RADIAL BEARING
- M.U. MAINTENANCE EASEMENT
- A.C.O.E. ARMY CORPS OF ENGINEERS
- P.R.C. POINT OF REVERSE CURVE
- P.C.C. POINT OF COMPOUND CURVE
- N.T.S. NOT TO SCALE

CURVE DATA TABLE			
NO.	DELTA	LENGTH	RADIUS
C1	17°49'27"	47.44'	152.50'
C2	17°49'27"	30.33'	97.50'

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N28°14'36"E	28.57'
L2	N60°45'20"W	358.55'
L3	N28°40'00"E	12.98'
L4	N28°14'36"E	60.86'
L5	N60°45'24"W	4.17'
L6	N61°18'34"W	45.30'

CURVE DATA TABLE			
NO.	DELTA	LENGTH	RADIUS
C3	25°23'33"	26.58'	59.97'
C4	64°37'54"	33.84'	29.99'
C5	17°49'27"	48.06'	154.50'
C6	17°49'27"	29.71'	95.50'



TRACT NO. 1472

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

LEGAL DESCRIPTION

Real property in the City of Marina, County of Monterey, State of California, described as follows:

PARCEL ONE:

LOTS 1 AND 2, INCLUSIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 1472", FILED FOR RECORD AUGUST 25, 2006 IN [VOLUME 23 OF CITIES AND TOWNS, AT PAGE 36](#), FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF MONTEREY, STATE OF CALIFORNIA.

PARCEL TWO:

A PORTION OF THE PARCEL DESIGNATED E2B.1.1.1 BY THE U.S. ARMY CORPS OF ENGINEERS, AND TRANSFERRED FROM THE UNITED STATES OF AMERICA THROUGH THE SECRETARY OF THE ARMY TO THE FORT ORD REUSE AUTHORITY BY QUITCLAIM DEED RECORDED JULY 9, 2004 AS DOCUMENT NO. [2004072094](#), OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8-INCH REBAR WITH CAP STAMPED LS 5321 AT THE MOST WESTERLY CORNER OF PARCEL A AS SAID PARCEL IS SHOWN ON THE MAP FILED FOR RECORD IN [VOLUME 28 OF SURVEYS AT PAGE 131](#) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING ALSO IN THE SOUTHERLY LINE OF THE PARCEL DESIGNATED E2A BY THE U.S. ARMY CORPS OF ENGINEERS; THENCE ALONG SAID SOUTHERLY LINE OF SAID PARCEL E2A AND SAID PARCEL A AS SHOWN ON SAID MAP THE FOLLOWING FOUR (4) COURSES AND DISTANCES

- 1) NORTH 89°09'36" EAST, 338.69 FEET TO A 5/8-INCH REBAR WITH CAP STAMPED LS 5321 AT AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE
- 2) NORTH 69°14'29" EAST, 140.14 FEET TO A 5/8-INCH REBAR WITH CAP STAMPED LS 5321 AT AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE
- 3) SOUTH 88°00'57" EAST, 281.30 FEET TO A 5/8-INCH REBAR WITH CAP STAMPED LS 5321 AT AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE
- 4) SOUTH 1°48'38" WEST, 64.97 FEET TO A 5/8-INCH REBAR WITH CAP STAMPED LS 5321 AT AN ANGLE POINT IN SAID SOUTHERLY LINE, BEING ALSO A CORNER IN THE BOUNDARY OF LOT 1 AS SAID LOT IS SHOWN ON THE MAP FILED FOR RECORD IN [VOLUME 23 OF CITIES AND TOWNS AT PAGE 36](#) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE EXTERIOR BOUNDARIES OF SAID LOT 1 AND LOT 2 AS SHOWN ON SAID MAP THE FOLLOWING THREE (3) COURSES AND DISTANCES
- 5) SOUTH 01°40'22" WEST, 78.00 FEET; THENCE
- 6) NORTH 88°19'38" WEST, 404.79 FEET; THENCE
- 7) SOUTH 01°41'21" WEST, 484.67 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THAT CERTAIN 140.00 FOOT WIDE RIGHT-OF-WAY OF IMJIN PARKWAY; THENCE DEPARTING THE BOUNDARY OF SAID LOT 2 ALONG SAID NORTHEASTERLY LINE OF SAID IMJIN PARKWAY
- 8) NORTH 60°45'24" WEST, 179.91 FEET; THENCE
- 9) NORTHWESTERLY 260.04 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 408.14 FEET, THE CENTER OF WHICH CURVE BEARS NORTH 28°44'23" EAST, THROUGH A CENTRAL ANGLE OF 36°30'20"; THENCE
- 10) NORTHERLY 183.94 FEET, MORE OR LESS, ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE TO THE EAST, HAVING A RADIUS OF 590.24 FEET, THE CENTER OF WHICH BEARS NORTH 72°15'47" EAST, THROUGH A CENTRAL ANGLE OF 17°51'18", MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE STATE HIGHWAY 1 RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY LINE OF STATE HIGHWAY 1 THE FOLLOWING TWO (2) COURSES AND DISTANCES
- 11) NORTH 1°38'13" EAST, 38.65 FEET TO AN ANGLE POINT IN SAID EASTERLY LINE; THENCE
- 12) NORTH 21°58'53" EAST, 82.10 FEET TO THE POINT OF BEGINNING.

BEARING CITED HEREIN ARE AS REFERENCED TO THAT CERTAIN RECORD OF SURVEY FILED IN VOLUME 19, PAGE 1 OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
 DIMENSIONS CITED HEREIN ARE BASED ON FIELD SURVEY PERFORMED IN APRIL OF 2020.

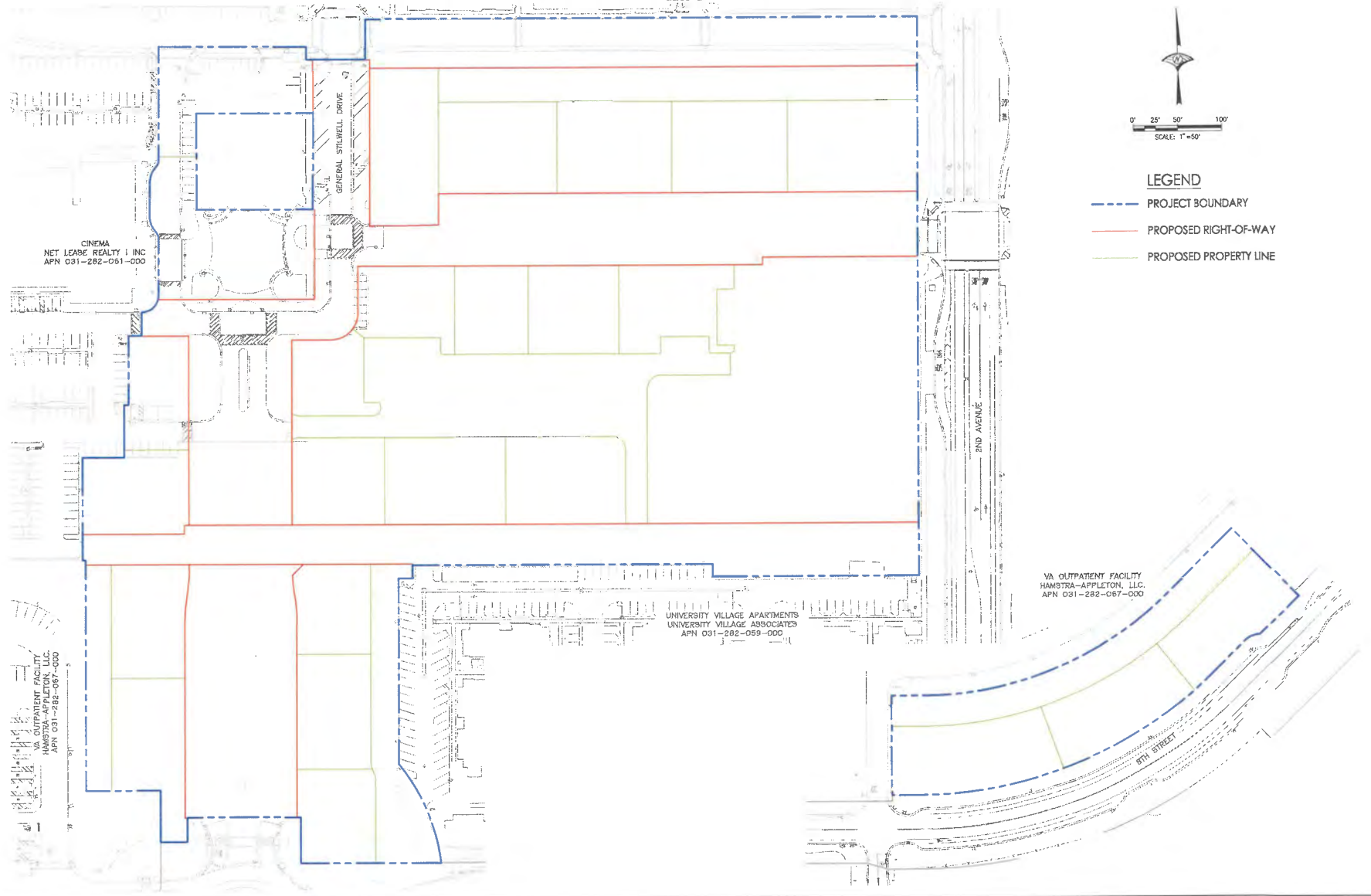
APN: 031-251-025-000 (Parcel Two) and 031-251-027-000 (Lot 1 and Portion of Lots 2 of Parcel One)

EXHIBIT C
MAP OF DEVELOPMENT

PROPERTY MAP
THE DUNES PROMENADE
MARINA CALIFORNIA

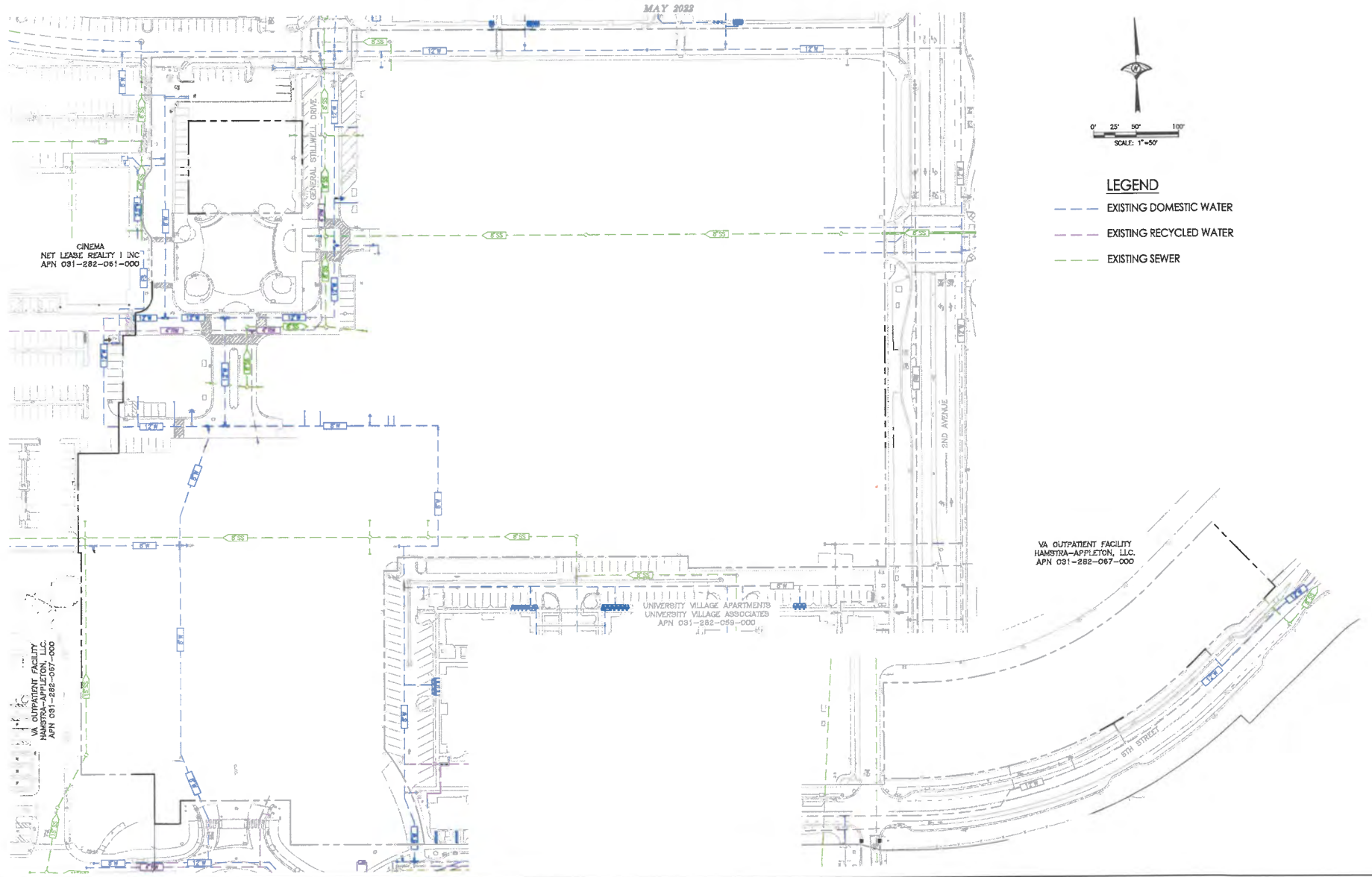
EXHIBIT C

MAY 2022



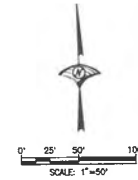
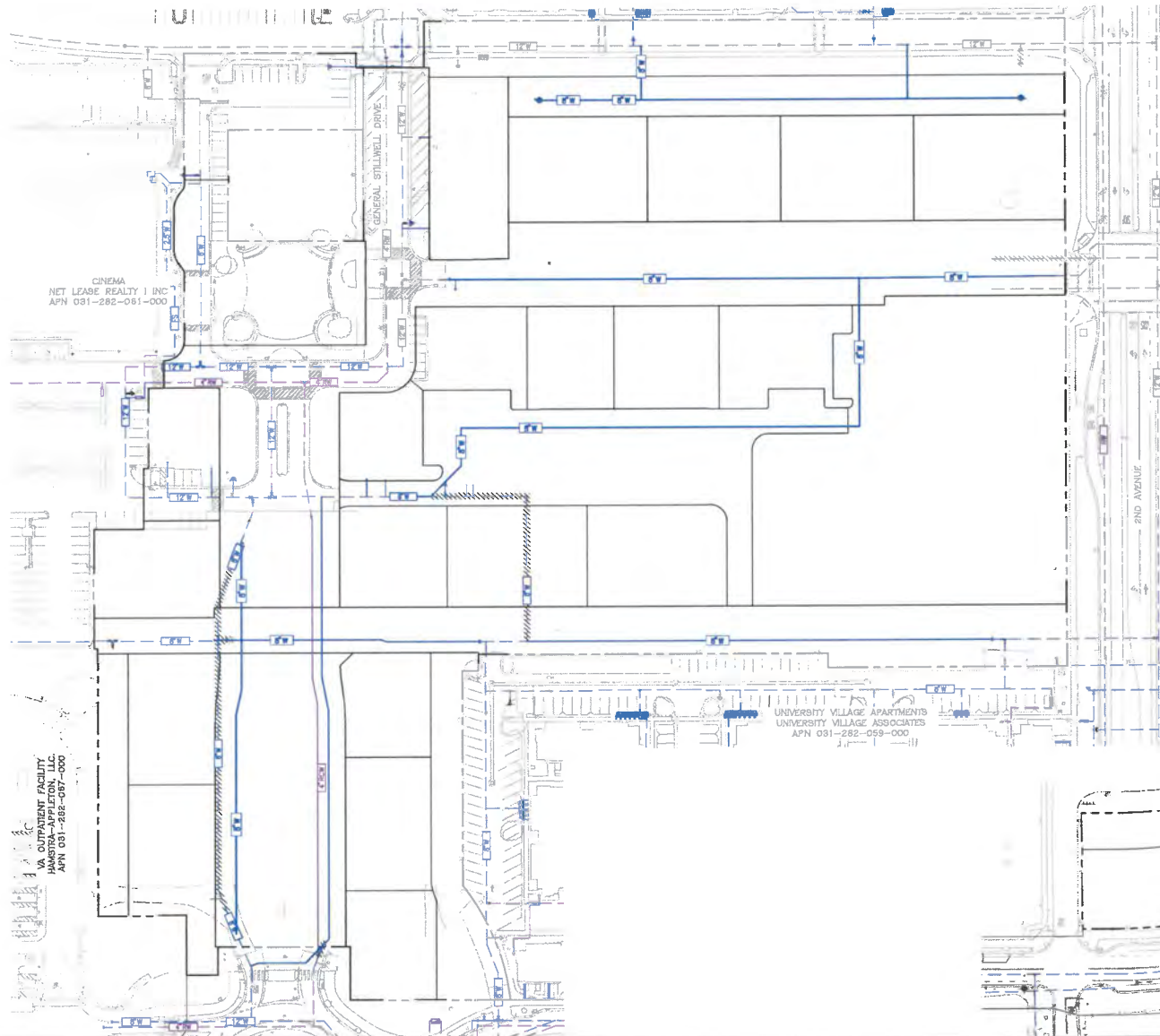
EXISTING UTILITIES
THE DUNES PROMENADE
 MARINA CALIFORNIA

EXHIBIT C



PROPOSED WATER
THE DUNES PROMENADE
 MARINA CALIFORNIA
 MAY 2022

EXHIBIT C



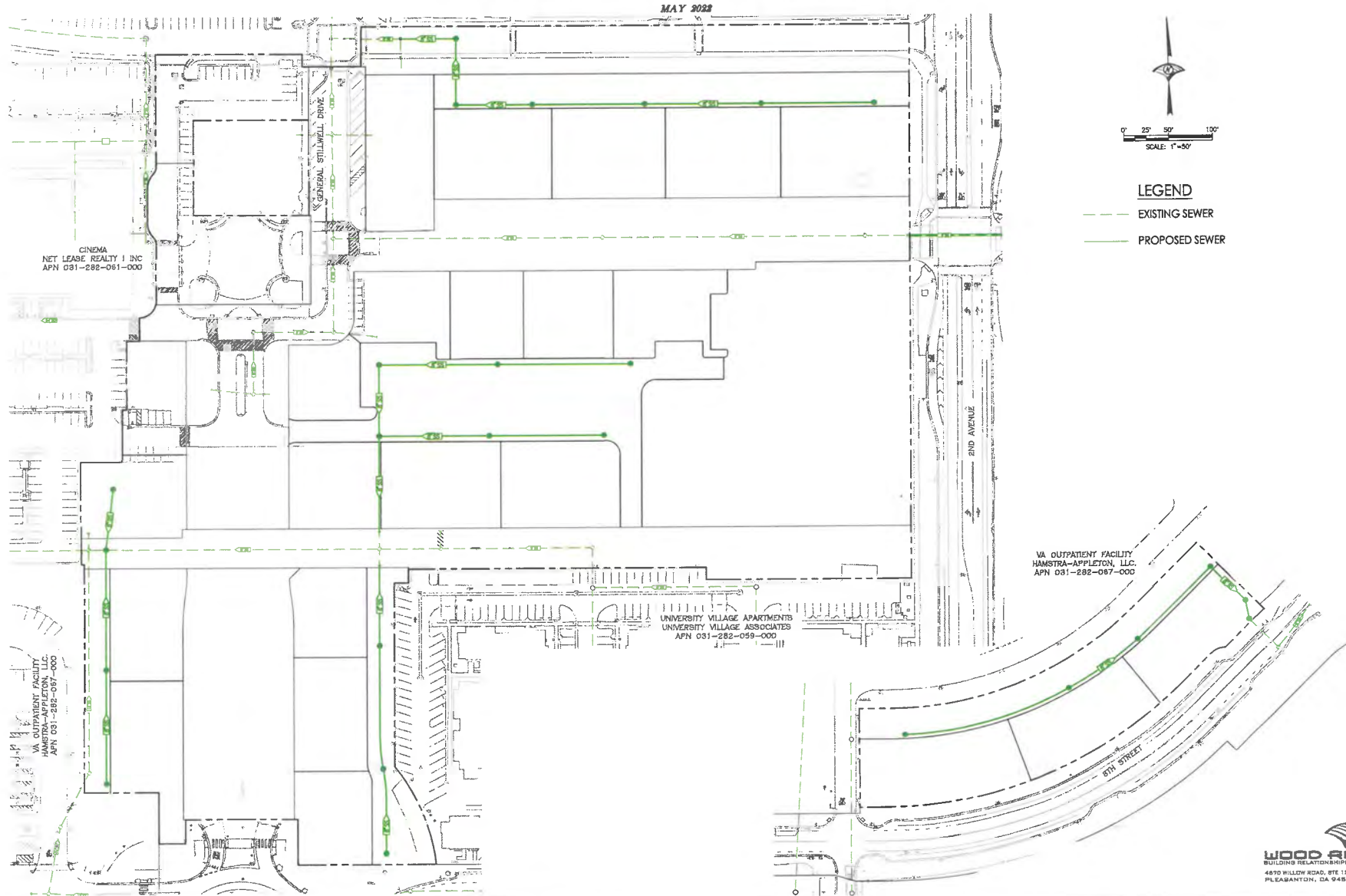
LEGEND

- EXISTING DOMESTIC WATER
- PROPOSED DOMESTIC WATER
- EXISTING RECYCLED WATER
- PROPOSED RECYCLED WATER

WOOD ROGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 4870 WILLOW ROAD, STE 100 TEL: 925.847.1556
 PLEASANTON, CA 94566 FAX: 925.847.1557

PROPOSED SEWER
THE DUNES PROMENADE
 MARINA CALIFORNIA

EXHIBIT C



WOOD RODGERS
 BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
 4670 WILLOW ROAD, STE 125 TEL 925.647.1556
 PLEASANTON, CA 94588 FAX 925.647.1557



LEGEND

EXHIBIT C

- Retail / Restaurants
- Livework
- Flats
- Townhomes

Retail / Restaurants:		
Building - A - Grocery Store		12,500 sf
Building - B - Retail - 50%, Sit Down Restaurant (50%)		2,700 sf
Building - C - Restaurant - 100%		3,200 sf
Building - D - Retail - 50%, Sit Down Restaurant (50%)		5,500 sf
Building - E - Retail - 50%, Sit Down Restaurant (50%)		3,060 sf
Building - F - Retail - 50%, Sit Down Restaurant (50%)		2,925 sf
Building - G - General Retail - 100%		2,800 sf
Cinema (Existing)		
Total +/-		32,685 sf

Residential Shown:

 Livework:	13 units
 Flats:	53 units
 Townhomes	18 units
Subtotal:	84 units

The Dunes on Monterey Bay PHASE 1B PROMENADE - WATER USAGE CALCULATION 05.04.22

Types of Use	DU	Water Use Coeff.	Total Water Use per Annum
Condo/Townhomes	84	0.24	20.16
Commercial/Retail			
Area (SF)			
Bldg A Grocery Store	12,500	0.00033	4.13
Bldg B Retail (50%)	1,350	0.00005	0.07
Sit-down Restaurant (50%)	1,350	0.00125	1.69
Bldg C Sit-down Restaurant (100%)	3,200	0.00125	4.00
Bldg D Retail (50%)	2,750	0.00005	0.14
Sit-down Restaurant (50%)	2,750	0.00125	3.44
Bldg E Retail (50%)	1,530	0.00005	0.08
Sit-down Restaurant (50%)	1,530	0.00125	1.91
Bldg F Retail (50%)	1,463	0.00005	0.07
Sit-down Restaurant (50%)	1,463	0.00125	1.83
Bldg G General Retail (100%)	2,800	0.00005	0.14
Landscape			
Area (Acres)			
Turf		2.5	
Non-Turf	0.49	2.1	1.03
TOTAL			38.67

EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

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

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

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

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

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

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

Contractor;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Marina Coast Water District
11 Reservation Road
Marina, CA 93933

Attn: Management Services Administrator

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

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 11-J

Meeting Date: June 20, 2022

Prepared By: Brian True
Reviewed By: Patrick Breen

Approved By: Remleh Scherzinger

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

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-30 approving a Water, Sewer, and Recycled Water Infrastructure Agreement between the Marina Coast Water District and the Seaside Peninsula Acquisition Group, a Delaware limited liability company, for the Seaside Resort development project.

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

Discussion/Analysis: The Board of Directors is requested to approve a Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement) between MCWD and Seaside Peninsula Acquisition Group (Developer) for the Seaside Resort development project. The attached draft Infrastructure Agreement is based upon the most recent board-approved (February 2022) format used for other development groups within the MCWD service area.

The Seaside Resort development is a fully entitled development located on former Fort Ord lands within the land use jurisdiction of the City of Seaside. Seaside Peninsula Acquisition Group is the owner and developer of the project through an agreement with the City of Seaside who retains ownership of the property itself. The Seaside Resort development consists of the new construction of the underground utilities, roadways, and other infrastructure and appurtenances for the hotel parcel and one of the “timeshare” parcels (form a total of 3 “timeshare” parcels) that represent the next phase of the master development project. The overall Seaside Resort project is depicted in Exhibit B of the included draft Infrastructure Agreement. The Seaside Resort development is located within the Bayonet and Blackhorse Golf Courses which are broadly bounded by Coe Avenue on the south, Monterey Road on the west and north, Normandy Road on the north, and General Jim Moore Boulevard to the east.

The currently proposed land-uses for the hotel and “timeshare” portions of the overall Seaside Resort that are covered by this Infrastructure Agreement consists of a 330-room resort hotel facility that includes a variety of internal uses such as a pool, restaurants, bars, a gym, shops, and a conference center. Also included in the project scope is a 38-room Villa product that is, essentially, three-and-four-bedroom suite hotel room structures (roughly 10-structures). These Villas represent the land-use for the “timeshare” parcel referenced above. Exhibit A includes a worksheet (based on MCWD Water Code Appendix C) that includes a specific break-down of all the proposed land-uses and their proposed quantities.

The Seaside Resort master development has received from the City of Seaside an allocation of 161.4-AFY of potable water (see Exhibit A of the draft Infrastructure Agreement). Of that total allocated amount, this proposed Infrastructure Agreement will designate as allocated 77.19-AFY of potable water (see the Exhibit A worksheet based on MCWD Water Code Appendix C).

In the future, recycled water will be allocated to the project by the City of Seaside and provided by MCWD as the recycled water becomes more widely available; in the meantime, the project will install publicly-owned (by MCWD) recycled water facilities that would serve this Seaside Resort site.

The new infrastructure being transferred to MCWD will be constructed within the public right-of-way, public utility easements, or within easements provided to MCWD by the Developer via the City of Seaside. The specific infrastructure proposed for the transfer includes PVC potable water pipelines, PVC recycled water pipelines (purple pipes), PVC gravity sewer pipelines, and associated sewer manholes, water valves, and other appurtenances. Some of the water, recycled water, and sewer infrastructure will connect this hotel development with infrastructure serving the development occurring along Fairway Drive (The Enclave development by Shea Homes).

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

Climate Adaptation: Not applicable.

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

Material Included for Information/Consideration: Resolution No. 2022-30; draft Infrastructure Agreement, including Exhibits A through D.

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

Board Action

_____ Resolution No _____ Motion By _____ Seconded By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

June 20, 2022

Resolution No. 2022 - 30
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 Seaside Peninsula Acquisition Group
for the Seaside Resort Development in Marina, CA

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

WHEREAS, Seaside Peninsula Acquisition Group (Developer) has coordinated with the District on their Seaside Resort development, consisting of new construction and related infrastructure, within the City of Seaside portion of the Ord Community; and,

WHEREAS, the City of Seaside has allocated a portion of its former Fort Ord water supply allocation for the Developer’s use in developing the Seaside Resort development project, and,

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

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

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

1. authorize the General Manager to execute the Water, Sewer and Recycled Water Infrastructure Agreement between MCWD and Seaside Peninsula Acquisition Group, for their Seaside Resort development; and,
2. to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED June 20, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-30 adopted June 20, 2022.

Remleh Scherzinger, Secretary

MARINA COAST WATER DISTRICT

Water, Sewer and Recycled Water Infrastructure Agreement

for

Seaside Resort (McClure Way Infrastructure Project)



WATER, SEWER AND RECYCLED WATER
INFRASTRUCTURE AGREEMENT

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Exhibits

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WATER, SEWER AND RECYCLED WATER INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this [REDACTED] Day of June 2022 ("Effective Date"), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and Seaside Peninsula Acquisition Group, LLC, a Delaware limited liability company, with its principal offices at 5600 Mariner Street, STE 200, Tampa, FL 33609, hereinafter called the "Developer" (collectively, the "parties") The name of the Developer's development that is the subject of this Agreement is 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 1 McClure Way, Seaside CA and legally described in Exhibit "B" and shown on the map at Exhibit "C."

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

f. "Procedures" means the District's *Procedure Guidelines and Design Requirements*.

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

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

1.2 Allocation of Water Capacity for the Development. The parties hereto expressly agree that as a condition precedent for the performance of the District's obligations hereunder, Developer must provide proof, to the satisfaction of the District, that a City-approved allocation of potable water and recycled water capacities exists. In accordance with the foregoing, Developer has

provided District with the City's Resolution No. 05-44 and associated excerpts from the Agreements between the City and the Developer. The Assigned Water Use Rates published as Appendix C in the MCWD Water Code Ordinance shall be the basis for calculating the Development's water demand. Based on the Developer's current estimation of land uses and the application of Appendix C (included within Exhibit A), this specific phase of Development is allocated 77.19-AFY of potable water.

1.3 Sewer Capacity. The District provides sewer collection from customers and conveyance of those sewer flows to the Monterey One Water (M1W) Regional Interceptor System which discharges to the M1W Wastewater Treatment Plant (WWTP). If additional Capacity is required for the Development, the Developer shall purchase the capacity from the M1W at the Developer's sole expense and shall provide proof of payment for that capacity right to the District at the time the sewer infrastructure is conveyed. Furthermore, the Developer understands and agrees that nothing herein shall be construed as a representation of future sewer capacity by District.

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

1.5 Term. This Agreement commences upon the above Effective Date and shall expire (a) two (2) years thereafter or (b) upon completion by the Developer and acceptance by the District of all Facilities required by this Agreement and the expiration of the required warranty period, whichever occurs first, unless terminated sooner as provided in section 19 of this Agreement.

2. Design and Construction Requirements

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

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

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

2.1.3 The Developer shall comply with most recent District Code in effect at the time of

construction including, but not limited to, section 4.28 *Recycled Water*. The District will identify recycled water turnout location(s). The Developer will also install the lateral lines from each turnout to the point of delivery. The Developer, or its successors or assignees (such as an owner's association), will assist MCWD to obtain all required permits for the on-site use of recycled water. This shall include but is not limited to, complying with the California Department of Health Services, the State of California Regional Water Quality Control Board and other regulatory agency requirements prior to constructing any recycled water Facilities.

2.1.4 The District shall have the right to inspect the construction of the Facilities and ensure that construction and installation conforms to the Development plans and specifications. District's right to inspect extends to five (5) feet from the building exterior at the point where the utility enters the structure. The District shall also have the right to confirm that Developer is using special fixtures including zero water use urinals, hot water recirculation systems, etc., in compliance with the District's most recent rules and ordinances. The District's right to confirm compliance under this section does not in any way eliminate or supersede any inspection obligations by the City or County, including but not limited to the issuance of final occupancy permits. District will endeavor to inform the responsible City or County agency of these MCWD requirements so that the responsible agency can incorporate these items into their inspection punch list.

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

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

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

3. Temporary Irrigation

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

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

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

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

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

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

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

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

above.

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

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

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

If the temporary irrigation network remains in-service following the end of the sixth-year, then no reimbursement of special connection fees will be owed to the Developer and the temporary irrigation network may be removed (or not) at the discretion of Developer. The District will retain all special connection fees paid and will treat the so-called temporary irrigation network as a District approved, permanent irrigation connection.

4. Existing Water, Sewer and Recycled water Infrastructure/Annexation

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

4.2 Annexation. Developer acknowledges that the Development shall be annexed into the District's jurisdictional boundaries. In exchange for the District's commitments to provide the services specified herein to the Development, the Developer, and its successors and assigns, hereby irrevocably consent to the annexation of the Development to the District. The terms and conditions of this section of the Agreement supersedes interpretations of MCWD Water Code section 3.08.060.D. Developer shall cooperate in all manner with the requests of the District, the Monterey

County Local Agency Formation Commission (“LAFCO”), or any other public agency in any proceedings to annex the Development to the District. The Developer shall be responsible for preparing all studies, maps, legal descriptions, and other documents required by LAFCO in connection with the annexation process, including the efforts to comply with CEQA requirements. The Developer shall also be responsible for any engineering, legal and publication costs and all other charges which may be incurred by the District in preparing and examining maps, legal descriptions and other documents in relation thereto, and other expenses regularly incurred in connection with the annexation of the Development into the District. Expressly, the Developer shall be responsible for paying all LAFCO and State Board of Equalization fees and costs or any other fees in connection with the annexation. District, in its discretion, may require Developer to provide a deposit at the commencement of the annexation process for District’s cost reimbursements described herein. District may require Developer to replenish the deposit within thirty (30) days of written notice. The Developer shall indemnify and defend the District from all legal actions in relation to the annexation.

5. District to Serve Development

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

6. Capacity Charge

6.1 The current Ord Community capacity charges, effective January 1, 2022, for water and sewer services are \$12,050 per EDU and \$3,100 per EDU, respectively, under Title 6 of the MCWD Water Code and which may be adjusted annually under that Title. In addition to these authorized annual adjustments, the District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District’s approval procedures for such charges. The Developer shall pay the capacity charges in effect on the date that the Meter Application for any given EDU is accepted by MCWD.

7. Provision for Non-Potable Water Use

7.1 Based upon existing studies, the District does not have sufficient existing firm water supplies to meet the water demands of projected developments within the District’s service area. Therefore, improvement plans must be compatible with District’s then-in effect master recycled-water capital facilities improvement plans and anticipate the availability of a non-potable water supply to serve common area open spaces within the Development, as permitted by applicable laws and regulations.

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

8. Non-Completion of Prior Projects and Phases

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

9. Licensed Contractor

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

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

10. Permits, Easements, and Related Costs

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

11. Final Inspection and Reimbursement of District Costs

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

due Developer, then District shall return to Developer the amount of such surplus or refunds upon acceptance by the District of all facilities required to be constructed under this Agreement.

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

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

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

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

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

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

13.1.3 Any other documents required by Section 400.13 of the *Procedures Guidelines and Design Requirements*.

14. Indemnity, Insurance, and Sureties

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

14.2 Performance and Payment Surety - Developer or its Contractor, as the case may be, shall furnish the District with a surety to secure the completion of and payment for the facilities. The

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

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

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

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

15. Transfer of System Facilities to District after Completion

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

has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the facilities and to expand or improve, or interconnect the facilities with other adjacent facilities, as the District deems appropriate in its sole discretion.

16. Developer Assistance

16.1 Developer shall, secure and provide any information or data reasonably needed by District to take over the ownership, operation and maintenance of the facilities. This obligation shall extend to one year after transfer of the Facilities.

17. Warranties

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

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

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the District;

and

- (3) Enforce all warranties for the benefit of the District, if directed by the District.

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

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

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

Transfer

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

19. Performance

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

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

20. Assignment

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

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

21. Dispute Resolution Procedure

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

21.2 Prevention of Disputes/Meet and confer - The parties agree that they share an interest in preventing misunderstandings that could become claims against one another under this agreement. The parties agree to attempt to identify and discuss in advance any areas of potential misunderstanding that could lead to a dispute. If either party identifies an issue of disagreement, the parties agree to engage in a face-to-face discussion of the matter within three (3) calendar days of the initial request. If the dispute cannot be negotiated between the parties, the matter shall first

be brought to the attention of the District's Board of Directors at the first available regularly scheduled Board Meeting. As a contract dispute, the matter shall be considered by the District Board of Directors in closed session under the Brown Act without the Developer or Contractor in attendance. If any disagreement remains unresolved for ten (10) days after consideration by the District Board of Directors, the parties agree to submit it to mediation as provided in Section 19.3 below.

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

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

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

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

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

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

Unless the arbitrator selects another set of rules, the arbitration shall be conducted under the J.A.M.S. 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 _____

SPAG'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: Seaside Peninsula Acquisition Group, LLC
Attn: Gregory Ogle
5600 Mariner Street, STE 200
Tampa, FL 33609
greg@kdgcap.com
(813) 541-9665

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,

Seaside Peninsula Acquisition Group, LLC
By: SKDG Investments, LLC, its Manager
By: Gregory T. Ogle, its Manager

By DISTRICT

Remleh Scherzinger, General Manager
Marina Coast Water District

EXHIBIT A

WATER ALLOCATION DOCUMENTATION

EXHIBIT A
CITY RESOLUTION 05-44

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

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

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:

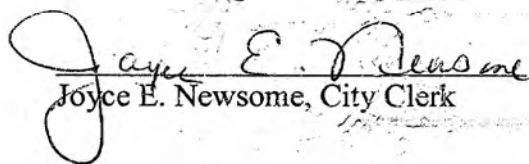

Joyce E. Newsome, City Clerk

EXHIBIT A2
EXCERPT FROM REVISED DRAFT EIR



Planning for Success.

REVISED
DRAFT ENVIRONMENTAL IMPACT REPORT

SEASIDE RESORT

Subsequent to the Fort Ord Reuse Plan EIR

State Clearinghouse Number 2001101059

PREPARED FOR
City of Seaside Community Development Department

May 2004

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

SEASIDE RESORT

Revised Draft Environmental Impact Report
Subsequent to the Fort Ord Reuse Plan EIR
State Clearinghouse Number 2001101059

PREPARED FOR

City of Seaside Community Development Department
Mr. Lou Dell'Angela, Community Development Director
440 Harcourt Avenue
Seaside, CA 93955
Tel 831.899.6220
Fax 831.899.6211

PREPARED BY

EMC Planning Group Inc
301 Lighthouse Avenue Suite C
Monterey, CA 93940
Tel 831.649.1799
Fax 831.649.8399
contactus@emcplanning.com
www.emcplanning.com

May 2004

2.0 Environmental Setting, Analysis, and Mitigation Measures

2.1 Water Supply

Focus of Revisions

Although significant changes had occurred with respect to the water supply setting, the City determined that the changes did not result in new significant adverse environmental effects or more severe adverse environmental effects. However, because water supply at the former Fort Ord and throughout Monterey County is an important issue, and new information is now available regarding water supply, the City determined that inclusion of this new information would be appropriate. Therefore, this section of the Revised Draft EIR presents updated information on the water supply for the Project.

Water Supply Allocation

Through an agreement between the Monterey County Water Resources Agency (MCWRA) and the U.S. Army, and now transferred to the Marina Coast Water District (MCWD), 6,600 acre-feet of water per year is available from the Salinas Valley Groundwater Basin for uses on the former Fort Ord, provided that such provisions of water do not aggravate or accelerate the existing seawater intrusion in the Salinas Valley Groundwater Basin. The City of Seaside has an allocation totaling 748 acre-feet of this water for projects within its city limits at the former Fort Ord. [Table 1](#) provides a summary of the City's water supply allocation. Seaside's allocation was initially set at 710 acre-feet, but was modified in 2002 to 748 to reflect additional water previously allocated by the Army directly to the Brostrom mobile home area, which is located within Seaside (MCWD October 23, 2002 comment letter on the Draft EIR).

Although it does not figure into the City's allocations as shown in [Table 1](#), the City also has the potential to "borrow" an additional 150 acre-feet per year of water from FORA until an augmented supply is available to replace the borrowed water (March 1, 2004 letter from Michael J. Houlemard Jr. to Michael Armstrong). The City has not borrowed any water from FORA at this time. Water from the City's Fort Ord allocation is allocated by the City to developments on a first-come first-served basis. Allocations were made by Congress to the SunBay Apartments and Brostrom mobile home area that are within the City of Seaside, and these, along with allocations already made by the City, must be subtracted from the City's allocation when determining the available water. The Seaside Highlands (redevelopment of the Hayes Housing area) and The First Tee projects were recently approved by the City and have been allocated water.

TABLE 1

City of Seaside Fort Ord Water Allocation

Land Use	Quantity	Balance
City Water Allocation		
Original allocation	710.00	
Brostrum allocation	38.00	
Subtotal:		748.00
Existing Land Uses – 2003		
MPUSD except Chartwell School	(110.00)	
SunBay Apartments	(66.00)	
Brostrom	(65.00)	
Seaside Highlands	(10.00)	
Subtotal:	(251.00)	497.00
Prior Army Commitments to Seaside Land Uses		
SunBay Apartments	(32.00)	
Brostrom	(19.83)	
Subtotal:	(51.83)	445.17
Approved Projects		
Seaside Highlands homes (adjusted for existing use above)	(115.40)	
Chartwell School buildings (in process)	(0.44)	
Monterey College of Law	(2.57)	
Seaside Highlands irrigation including Soper Field	(10.00)	
The First Tee buildings	(3.50)	
The First Tee irrigation	(106.43)	
Chartwell School irrigation (in process)	(5.00)	
Subtotal:	(243.34)	201.83
Pending Projects		
Seaside resort hotel component	(69.30)	
Seaside resort timeshare component	(34.00)	
Seaside resort residential component	(41.30)	
Seaside resort landscaping	(16.80)	
Seaside resort affordable housing at SunBay apartments	(22.00)	
Seaside affordable housing	(6.26)	
Subtotal:	(189.66)	12.17

- Notes:
- 1) City allocation is FORA allocation as amended to include Brostrom
 - 2) Existing use is MCWD 2003 meter records per M. Armstrong March 8, 2004 telcon
 - 3) Approved & pending projects based on project EIRs or best available water use factors
 - 4) Prior commitments based on Army grants and FORA/Brostrom 2001 agreement
 - 5) SunBay units projected at 0.22/unit based on existing 297-unit SunBay usage
 - 6) Brostrom units projected at 0.21/unit based on FORA/Brostrom agreement
 - 7) Seaside resort affordable housing is an anticipated condition of approval of the Project.

Source: City of Seaside

Project Analysis

Water Demand

The Project would increase withdrawals of water from the Salinas Valley Groundwater Basin. The water allocated for use at the project would come from Seaside's 748 acre-foot allocation, which is part of the 6,600 acre-foot allocation to the former Fort Ord. Although the water to be used is from an existing allocation, it is not currently being pumped, so the Project would result in an increase in pumping from the Salinas Valley Groundwater Basin. The Project would not use water from the Seaside Groundwater Basin, so it would not increase demand for water from that basin. No changes in the Project's water demand have occurred since circulation of the Draft EIR.

Projected water use is summarized in [Table 2](#).

TABLE 2

Projected Water Use

Project Component	Use Rate per Unit or Acre	Total Projected Water Use
Residential (125 units)	0.33 acre-feet per year	41.3 acre-feet per year
Hotel (330 units)	0.21 acre-feet per year	69.3 acre-feet per year
Timeshare (170 units)	0.20 acre-feet per year	34.0 acre-feet per year
Landscaping (8.4 acres)	2.0 acre-feet per year	16.8 acre-feet per year
Total Projected Water Use		161.4 acre-feet per year

Note: These are estimates of water use; actual water use will be measured by metering.

Source: FORA, MCWD, MPWMD

The City of Seaside has adequate water remaining from its allocation of 748 acre-feet to supply the Project. However, the remaining water allocation is not sufficient to provide water to all of the future development planned for the Fort Ord portion of Seaside. Development within the Seaside portion of the former Fort Ord beyond that supplied by

the current allocation is dependent upon an augmented water supply. MCWD regulations require that water used for irrigation of commercial landscape areas be from a recycled water supply if a recycled supply is available (or becomes available) adjacent to the property. Project plans provide for the use of recycled wastewater for irrigation when a supply of recycled water becomes available and the City has indicated to the applicant that it will require conversion as a condition of project approval.

Impacts and Mitigation Measures

No new water supply impacts were identified in this Revised Draft EIR.

2.2 Traffic

Focus of Revisions

A traffic impact analysis (TIA) was prepared for the Project by Higgins Associates in July 2001. Draft EIR Section 2.12 Transportation presented traffic analysis based on that TIA. An updated TIA was prepared by Fehr and Peers Associates in May 2004. The text and figures are provided in Appendix A. The full traffic report can be reviewed at the City of Seaside Community Development Department. The updated TIA included new traffic counts; an updated cumulative projects list; recent changes in the road network; and utilized a new regional traffic model, the 2000 Highway Capacity Manual methodologies, and Synchro analysis. The May 2004 TIA considered general plan build out with and without the new State Highway 1 interchange that had been part of the State Highway 1 Project Study Report (PSR).

This revised traffic section focuses on the level of service calculations for project vicinity intersections and highway segments.

Because the new information regarding traffic concerns only the level of service calculations, only that portion of the transportation section of the Draft EIR is being revised. Other transportation issues addressed in the Draft EIR (transit, bicycle, pedestrian, parking) have not been affected by changes to the project setting or updated analysis. Since the setting and analysis for these transportation issues has not changed, revision of those portions of the transportation section is not necessary. Refer to the Draft EIR for a discussion of the setting, analysis, and impacts related to these.

Circulation Policies

The Draft *Seaside General Plan* policy for level of service remained at LOS C, although the exceptions, which were not clearly set forth in the *1995 Seaside General Plan* (as studied in the Draft EIR), are spelled out in detail in the Draft *Seaside General Plan*. These standards are summarized in the Standards of Significance section of this Revised EIR. The Draft *Seaside General Plan* lists criteria with which exceptions to the LOS C

EXHIBIT A3
EXCERPT FROM DDA

SECOND AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT

by and between the

CITY OF SEASIDE

and

CYPRESS SEASIDE, LLC,
an Arizona limited liability company

same through the City's ordinary processes and procedures in accordance with applicable state and municipal Law.

3.7 Schedule of Performance. Developer shall comply with the Schedule of Performance attached hereto as Attachment 3.

ARTICLE 4. WATER ALLOCATION

Background

On July 7, 2005, the City adopted Resolution 05-44, which, at paragraph 11 thereof, provides:

“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.”

The City's dedication of 161.4 acre-feet of the City's FORA allocation to the Project comes from the water allocation established for the City by FORA for water service by Marina Coast Water District (“MCWD”) to new water demands within the City's jurisdiction on the former Fort Ord. The allocations stem from limits to groundwater production agreed to by the United States Army in conjunction with annexing the area of the former Fort Ord into Zones 2 and 2A of the Monterey County Water Resources Agency, pursuant to an agreement titled “Agreement between the United States of America and the Monterey County Water Resources Agency concerning Annexation of Fort Ord into Zones 2 and 2A of the Monterey County Water Resources Agency, Agreement No. A-06404,” dated September 21, 1993. Under this agreement, the MCWD, as successor to the United States, may withdraw up to 6,600 acre-feet per year of groundwater from the Salinas Valley Groundwater Basin for use in the District's Ord Community service area.

The 161.4 acre-feet were originally designated 41.3 AFY for the Residential Component, 69.3 AFY for the Hotel Component, 34 AFY for the Timeshare Component, and 16.8 AFY for landscaping (of which landscaping allocation 6.2 AFY were designated for the Hotel Component).

On December 10, 2014, the City's Planning Commission approved Resolution 14-15. Among other things, the resolution provided that “the combined development on the Hotel Parcel and Timeshare Parcels shall remain within substantial conformance of the water allocation in the certified Seaside Resort EIR. Use calculations shall be based on water consumption factors of 0.17 acre-feet per year for hotel rooms, 0.17 acre-feet per year for timeshare, fractional or interval units, and 0.25 acre-feet per year for condominiums and other like uses.”

Water Re-allocation to City

If Developer fails to meet any of the hotel-related deadlines in the Schedule of Performance (Attachment No. 3; Items 4 through 10) and the City exercises its right to repurchase the Hotel Phase Land under Section 6.1.2 below, in order to provide the City adequate water for a 330 room hotel, then 60.8 AFY (being 330 hotel rooms multiplied by 0.17 AFY plus 4.7 AFY) and landscaping for the Hotel site of 6.2 AFY shall be automatically re-allocated to the City and dedicated to such uses on the Hotel Phase Land or other uses within the City as the City deems appropriate in its sole and absolute discretion.

Consistent with the DEIR, Developer shall be limited to 41.3 AFY for the Residential Component (125 units) of the Project.

ARTICLE 5. DISPOSITION OF THE PROPERTY; CONDITIONS TO CLOSE OF ESCROW

5.1 Sale of the Property by the City to the Developer; Closing Deadline. The City hereby agrees to sell the Property to Developer, and Developer hereby agrees to buy the Property, subject to the terms and conditions hereinafter set forth. Unless otherwise agreed by the Parties in their respective sole discretion, Close of Escrow shall occur on or before the Closing Deadline.

5.2 Conditions Precedent to Purchase and Sale. The following are conditions precedent to the City's sale of the Property to the Developer:

(i) the sale complies with the California Subdivision Map Act (i.e., each Phase or portion thereof being acquired must constitute, a separate, legally subdivided parcel); this condition precedent is intended by the parties to comply with Section 66499.30 of the Subdivision Map Act and the decision in Black Hills Investments Inc. v. Albertson's, Inc. [2007] 146 CQA4th 883; this condition precedent cannot be waived by either party;

(ii) the absence of an uncured default by Developer under this Agreement for which City has sent Developer a default notice; and

(iii) the execution and delivery to the City, at or prior to Close of Escrow, of the Residential Phase Deed of Trust and an environmental indemnity agreement in the form of Attachments No. 8 and 9, and the recordation of such Deed of Trust in the Official Records at Close of Escrow.


It is a condition to the Developer's obligation to purchase the Property that there be no uncured default by City under this Agreement for which Developer has sent City a default notice.

5.3 Title. It is a condition in favor of Developer to Close of Escrow that the Title Company be committed to issue to Developer a CLTA Standard Coverage Policy of Title Insurance (the "Developer Title Policy") in the amount of the purchase price for the Property, showing the title to the property vested in Developer, subject to the Memorandum of DDA, the Residential Phase Deed of Trust (with respect to the Residential Component only), any applicable REA or CC&R's, and all title exceptions in the existing preliminary report issued by the Title Company under Order No. 2714-271493030A. Developer shall have the right to receive ALTA coverage as a condition to the closing of each Phase, but Developer shall be

DEVELOPER:

CYPRESS SEASIDE, LLC,
an Arizona limited liability company

By: Southwest Holdings Ltd., an Arizona corporation, its
co-managing member

By: 
Print Name: David Goldstein
Title: V.P.


By: Cornerstone Capital Management Ltd., an Arizona
corporation, its co-managing member

By: 
Print Name: DONALD PITT
Title: PRES.

**FIRST RESTATED DDA IS TERMINATED UPON
SATISFACTION OF CONDITIONS 2.7(i) AND (ii):**

SEASIDE RESORT DEVELOPMENT, LLC,
an Arizona limited liability company

By: Southwest Holdings Ltd., an Arizona corporation, its
co-managing member

By: 
Print Name: David Goldstein
Title: V.P.

By: Cornerstone Capital Management Ltd., an Arizona
corporation, its co-managing member


By: 
Print Name: DONALD PITT
Title: PRES.

EXHIBIT A4

EXCERPT FROM CO-DEVELOPMENT AGREEMENT

CO-DEVELOPMENT AGREEMENT

(Seaside Resort Project)

THIS CO-DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of December 10, 2021 (the "Effective Date") by and between SRD H, LLC, an Arizona limited liability company ("SRDH"), SRD R, LLC, an Arizona limited liability company ("SRDR"), SRD 33, LLC, an Arizona limited liability company ("SRD33"), Seaside Peninsula Acquisition Group, LLC, a Delaware limited liability company ("PAG"), and Seaside Golf Acquisition Group, LLC, a Delaware limited liability company ("SGA"), and, together with PAG, "Buyer"). Terms not specifically defined in context are defined in Section 1 of this Agreement.

RECITALS

A. Contemporaneously with the execution of this Agreement, and pursuant to the Purchase Agreement, PAG is acquiring the Hotel Parcels from SHI and Timeshare Parcel C from SRDH, and SGA is acquiring the Leasehold Estate from B&B, all of which are located within the project in the City of Seaside ("City"), County of Monterey ("County"), State of California commonly known as the Seaside Resort Project (the "Project"). PAG intends to construct a hotel (the "Hotel") on the Hotel Parcels and portions of the Hotel or other facilities on Timeshare Parcel C.

B. SRDH owns Timeshare Parcel B East; SRD33 owns Timeshare Parcel A; and SRDR owns the Coe Avenue Lots and the General Jim Moore Lots. Timeshare Parcel B East and Timeshare Parcel A are intended for multifamily, condominium, timeshare or other residential development.

C. Shea Homes Limited Partnership, a California limited partnership ("Shea") previously acquired from SREI (another affiliate of SRDH) Lots 1, 3, 4, 6, 7, 9 through 14, and 16 38 of Seaside Resort Estates, and previously acquired from SRDR Residential Parcel A and Residential Parcel B, which Shea is currently developing and on which Shea is constructing or plans to construct single-family residences. Shea has contracted to acquire from SRDR the General Jim Moore Lots and the Coe Avenue lots.

D. The parties understand that development and operation of their respective Property and the Property owned or subsequently acquired from SRDH, SRE33 or SRDR by Shea or other third parties requires coordination and cooperation to facilitate matters such as access, utility and other facilities and shared infrastructure. The parties are entering into this Agreement to address those matters.

ACCORDINGLY, in consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

other than The Enclave at Cypress Grove Owners Association); and (iii) such owner's association as may be formed to govern any of Timeshare Parcel A or Timeshare Parcel B East.

"Hotel" means the hotel to be constructed by Buyer on the Hotel Parcels (and if Buyer so elects, on other portions of the Land).

"Hotel Parcels" means the parcels of land identified as Hotel Parcel 1 and Hotel Parcel 2 on the Site Plan and legally described on **Exhibit B** annexed to this Agreement (APN 305-051-030 and -031). For clarity, Hotel Parcel 1 includes Timeshare Parcel B West as a result of a lot line adjustment

"Land" means, collectively, the Hotel Parcels and Timeshare Parcel C.

"Leasehold Estate" means the interest of the tenant under the Golf Course Lease.

"MCWD" means Marina Coast Water District.

"Objection Notice" is defined in Section 6.2.2.

"Owner" means the owner of fee title to the applicable property (or, while the Golf Course Lease is in effect, the owner of the Leasehold Estate rather than the owner of fee title).

"Parcel Map" means the map entitled "Phase 2A & 2B – The Enclave" filed in the Recorder's Office on September 15, 2021 in Volume 24 of Parcel Maps at Page 10.

"POA" is defined in Section 3.2.2.

"Project" is defined in **Recital A**.

"Project Conditions" means the project conditions appended to the DDA as Attachment No. 1-D.

"Property" means, collectively, the Hotel Parcels, Timeshare Parcel A, Timeshare Parcel B East, Timeshare Parcel C, the Coe Avenue Lots, the General Jim Moore Lots, Residential Parcel A, Residential Parcel B, Seaside Resort Estates, and the real property constituting the premises under the Golf Course Lease.

"Purchase Agreement" means the Purchase Agreement among SHI, SRDH, B&B and Buyer dated as of April 30, 2021 (as amended from time to time).

"Reciprocal Access Easement" means the Reciprocal Access Easement recorded in the Recorder's Office on or before the date hereof, providing for temporary access (pending recording of the Declaration or another form of easement intended to be permanent) from General Jim Moore Boulevard to each of the Hotel Parcels Timeshare Parcel A, Timeshare Parcel B East, Timeshare Parcel C and the Golf Courses over the location of McClure Way indicated therein.

"Recorder's Office" means the Office of the Monterey County Recorder.

"Requesting Owner" is defined in Section 6.2.2.

cost of such line if Hotel Parcel 1 is required by MCWD or the City to be part of a loop water system.

3.2.4 No Easement over Land. Except for the easements contemplated by Section 3.2, each Owner acknowledges and agrees that there shall not be any easement over the Land for the benefit of Timeshare Parcel A or Timeshare Parcel B East.

3.3. Maximum Units and Water Allocations for the Land.

3.3.1 Buyer may construct on the Land, in the aggregate, no more than 330 separately-keyed/rentable hotel rooms, and no more than 38 condominium or 55 timeshare units that are not included in the 330 hotel rooms.

3.3.2 Excluding water specifically allocated for landscaping (which is addressed in Section 3.3.3), the aggregate allocation of water available to the Hotel Parcels, Timeshare Parcel A, Timeshare Parcel B East and Timeshare Parcel C is 103.3 acre-feet/year. Under the water consumption factors in the City's use permit number UP-14-07, the aggregate water allocation required for the Land (based on 330 hotel rooms at 0.17/acre-feet/room/year and 38 condominium or like use units at 0.25 acre-feet/unit/year) is 65.6 acre-feet/year, and the aggregate water allocation required for Timeshare Parcel A and Timeshare Parcel B East (based on 132 condominium or like use units at 0.25 acre-feet/unit/year) is 33.0 acre-feet/year, resulting in a potential surplus of 4.7 acre-feet/year (i.e., $103.3 - 65.6 - 33.0 = 4.7$), which surplus would be allocated 3.13 acre-feet/year to the Land and 1.57 acre-feet/year to Timeshare Parcel A and Timeshare Parcel B East (or, if there is a different surplus amount, in that proportion. Buyer's development of the Land may not consume more than 65.6 acre-feet/year (in addition to the Land's allocation for landscaping and the Golf Course clubhouse's allocation for landscaping as set forth in Section 3.3.3) plus the Land's share of any applicable surplus without the prior approval of the Owners of Timeshare Parcel A and Timeshare Parcel B East in their good faith discretion (taking into account water requirements for Timeshare Parcel A and Timeshare Parcel B East).

3.3.3 The 16.8 acre-feet/year allocation of water for landscaping shall be allocated 8.46 acre-feet/year to the Land, 7.46 acre-feet/year to Timeshare Parcel A and Timeshare Parcel B East, and 0.88 acre-feet/year to the clubhouse serving the Golf Courses unless otherwise agreed by the owners of such property in their sole discretion.


3.4 Soil Balancing. The parties will cooperate to minimize the need to import soil to or export soil from the Project. In particular, if the development of the Land results in surplus soil, the soil will be made available for delivery (at no cost for the soil or transport, since otherwise the soil would in any event be transported elsewhere) to a site on Timeshare Parcel A and/or Timeshare Parcel B East designated by the Owner thereof at the time Buyer is prepared to make delivery.

IN WITNESS WHEREOF, this Agreement is executed and delivered by the parties as of the Effective Date.

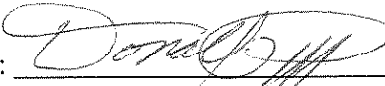
SRD R, LLC, an Arizona limited liability company,
SRD H, LLC, an Arizona limited liability company,
and SRD 33, LLC, an Arizona limited liability
company

By: Seaside Resort Development, L.L.C.,
an Arizona limited liability company,
its sole member

By: Southwest Holdings Ltd., an Arizona
corporation, its member

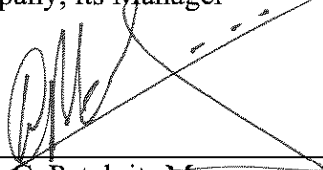
By: 
David Goldstein, Vice President

By: Cornerstone Capital Management Ltd.,
an Arizona corporation, its member

By: 
Donald Pitt, President

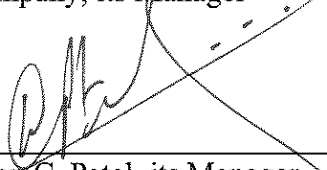
Seaside Golf Acquisition Group, LLC, a Delaware limited liability company, by Seaside Peninsula Acquisition Manager, LLC, a Delaware limited liability company, its Manager, by SKDG Investments, LLC, a Florida limited liability company, its Manager

By


Kiran C. Patel, its Manager

Seaside Peninsula Acquisition Group, LLC, a Delaware limited liability company, by Seaside Peninsula Acquisition Manager, LLC, a Delaware limited liability company, its Manager, by SKDG Investments, LLC, a Florida limited liability company, its Manager

By


Kiran C. Patel, its Manager



June 13, 2022

Mr. Brian True, PE
Marina Coast Water District
920 Second Ave, Suite A
Marina, CA 93933

Subject: Grand Hyatt Seaside Resort – Villas Site

Dear Mr. True,

Pursuant to your request, I am conveying information developed by the project Owner and Architect regarding water usage at the Villas project. The future Villas located on Tract 1 and Tract 8 of the Grand Hyatt Seaside Hotel Project development are considered transient lodging. Pursuant to the 2019 California Building Code transient lodging is defined as *“A building or facility containing one or more guest room(s) for sleeping that provides accommodations that primarily short-term in nature (generally 30 days or less). Transient lodging does not include residential dwelling units intended to be used as a residence, inpatient medical care facilities, licensed long-term care facilities, detention or correctional facilities, or private buildings or facilities that contain no more than five rooms for rent or hire and that are actually occupied by the proprietor as the residence of such proprietor.”* This definition is consistent with how Seaside Peninsula Acquisition Group, LLC has clearly communicated to the design team the Villa’s will be used.

In addition to the above, please note that:

1. There are 368 Units shown in the Appx C worksheet, IA Exhibit A.
2. All 368 are operated and managed under the same operating agreement and reservation system. Of this, 330 are hotel rooms and 38 are Villa Units as shown in the exhibit with a water use rate of 0.11 AFY/room.

Should you have any questions regarding this information, please do not hesitate to call.

Sincerely,

RICK ENGINEERING COMPANY

Tom Martin, P.E.



MCWD WATER CODE: APPENDIX C*

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

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

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

Type of Use	Basis	Assigned MCWD Water Use Rates By Acre-Ft	Project Quantity (Units)	Total Project Water Use Per Annum by Use (Acre-Ft)
Non-Residential				
Auto Sales/Repair Shops (Gross Floor Area)	sq. ft.	0.00006		-
Bank	sq. ft.	0.0003		-
Bakery	sq. ft.	0.00027		-
Bar (w/o restaurant)	sq. ft.	0.00023	10117	2.327
Beauty shop/barber shop	stations	0.05		-
Car Wash w/ recycle	sq. ft.	× *		
Child Care	sq. ft.	0.0061		-
Dry Cleaners (onsite cleaning)	sq. ft.	0.0004		-
Gas Station (w/o minimart or restaurant)	pumps	0.1051		-
Gym, Health Club (w/o aquatics)	sq. ft.	0.00012	16725	2.007
Hotel/Motel/Bed & Breakfast (Guest room portion only)	units	0.11	368	40.480
Laundromat (self-serve)	washers	0.202		-
Laundry - Commercial	sq. ft.	× *		
Office - General (nonmedical, includes chiropractor)	sq. ft.	0.0001	10483	1.048
Office - Government, Education	sq. ft.	0.000092		-
Office - Medical, Dental	sq. ft.	0.00016		-
Manufacturing (other than food, beverage, chemical)	sq. ft.	0.056		-
Manufacturing (food, beverage, chemical)	sq. ft.	× *		

Meeting Halls, Churches, School Room	sq. ft.	0.000092	28335	2.607
Nursing Home (care portion only)	bed	0.12		-
Laboratory	sq. ft.	0.000082		-
Laboratory - Photographic	sq. ft.	0.003		-
Landscape (non-turf)	acres	2.1	3.22	6.762
Landscape (turf)	acres	2.5	0.68	1.700
Plant Nursery	sq. ft.	0.00009		-
Public Restroom	toilets	0.058	0	-
Restaurant (full service - 3 meals, dish washing)	sq. ft.	0.00125	11,670	14.588
Restaurant (Fast food/casual with onsite prep)	sq. ft.	0.00051	7730	3.942
Restaurant (take out w/ minimal onsite prep)	sq. ft.	0.00027		-
Store - General Retail (Department Store)	sq. ft.	0.00005	5,929	0.296
Store - Grocery and Markets	sq. ft.	0.00033	1,678	0.554
Swimming Pool (per 100 sq. ft. pool area)	sq. ft.	0.02	32.14	0.643
Theater	seats	0.0012		-
Veterinary	sq. ft.	0.00022		-
Warehouse, Distribution, Self-Storage	sq. ft.	0.00001	23891	0.239
TOTAL NON RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				77.193

TOTAL COMBINED ACRE-FEET THIS INFRASTRUCTURE AGREEMENT				77.193
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The assigned water use rate is then multiplied by the appropriate square footage, room, or seat number for each use and the capacity charge per acre-foot of water.

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

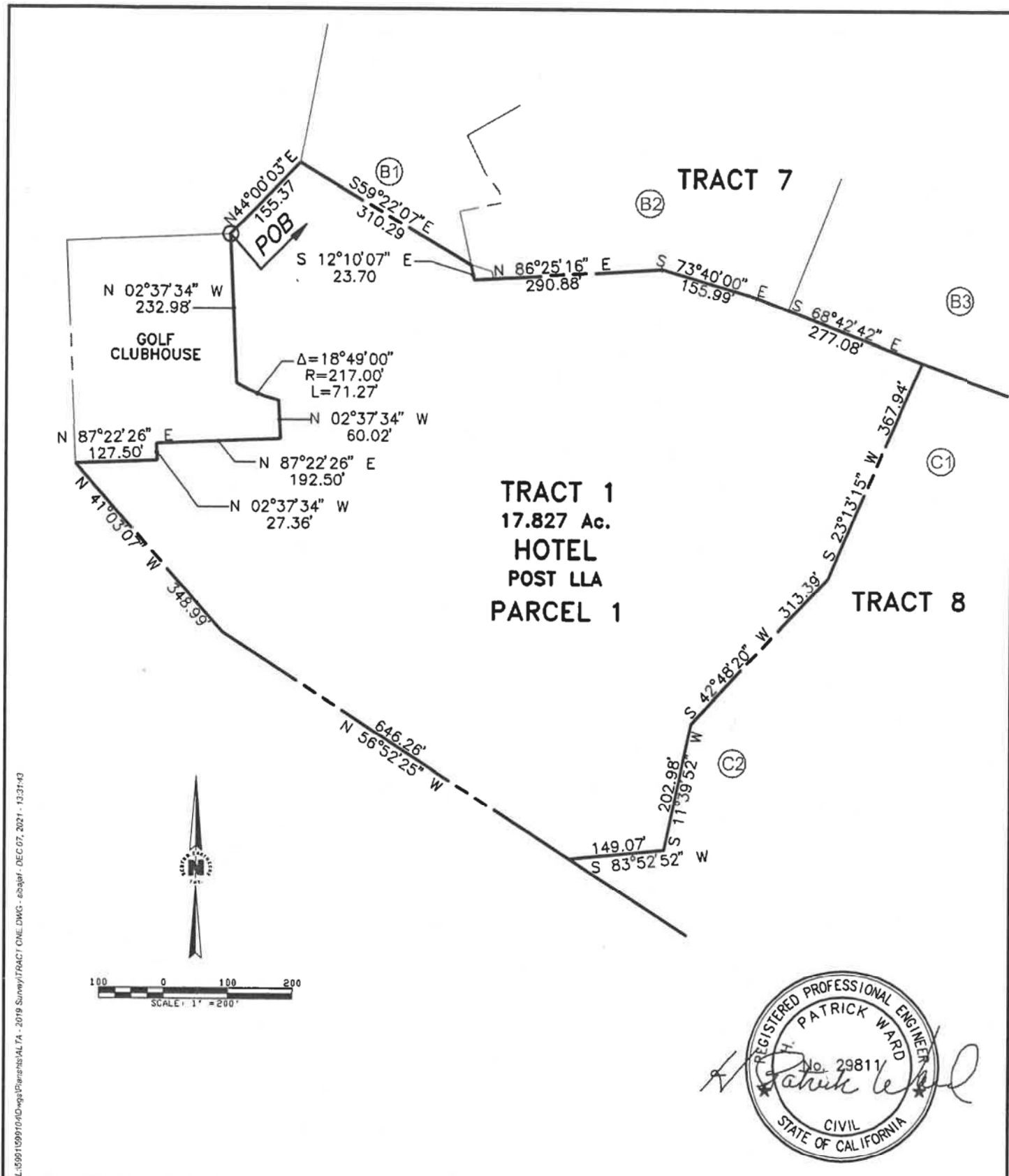
* See manufacturer's recommendation.

EXHIBIT B
LEGAL DESCRIPTION



SCALE: 1"=240'
DATE: 12/09/2021
SHEET:
7 OF 7
NO: 5991.20

EXHIBIT B
LEGAL DESCRIPTION



BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
831.373.2941 831.649.4118F WWW.BESTOR.COM

PREPARED FOR: SEASIDE RESORT DEVELOPMENT L.L.C.

EXHIBIT PLAT
LEGAL TRACT ONE POST LLA
SEASIDE RESORT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE: AS SHOWN
DATE: DEC. 07, 2021
SHEET: 1 OF 2
WO: 5991.04

Legal Description
Of
Hotel Parcel 1 (Post LLA)

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 24° 53' 59" WEST, 2,638.33 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

1) NORTH 44° 00' 03" EAST, 155.37 FEET; THENCE

2) SOUTH 59° 22' 07" EAST, 310.29 FEET; THENCE

3) SOUTH 12° 10' 07" EAST, 23.70 FEET; THENCE

4) NORTH 86° 25' 16" EAST, 290.88 FEET; THENCE

5) SOUTH 73° 40' 00" EAST, 155.99 FEET; THENCE

6) SOUTH 68° 42' 42" EAST, 277.08 FEET; THENCE

7) SOUTH 23° 13' 15" WEST, 367.94 FEET; THENCE

8) SOUTH 42° 48' 20" WEST, 313.39 FEET; THENCE

9) SOUTH 11° 39' 52" WEST, 202.98 FEET; THENCE

10) SOUTH 83° 52' 52" WEST, 149.07 FEET; THENCE

11) NORTH 56° 52' 25" WEST, 646.26 FEET; THENCE

12) NORTH 41° 03' 07" WEST, 348.99 FEET; THENCE

13) NORTH 87° 22' 26" EAST, 127.50 FEET; THENCE

14) NORTH 02° 37' 34" WEST, 27.36 FEET; THENCE

15) NORTH 87° 22' 26" EAST, 192.50 FEET; THENCE

16) NORTH 02° 37' 34" WEST, 60.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE

TO THE NORTHEAST HAVING A RADIUS OF 217.00 FEET, AND TO WHICH BEGINNING A RADIAL BEARS NORTH 13° 21' 09" EAST; THENCE

17) NORTHWESTERLY 71.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 49'00"; THENCE

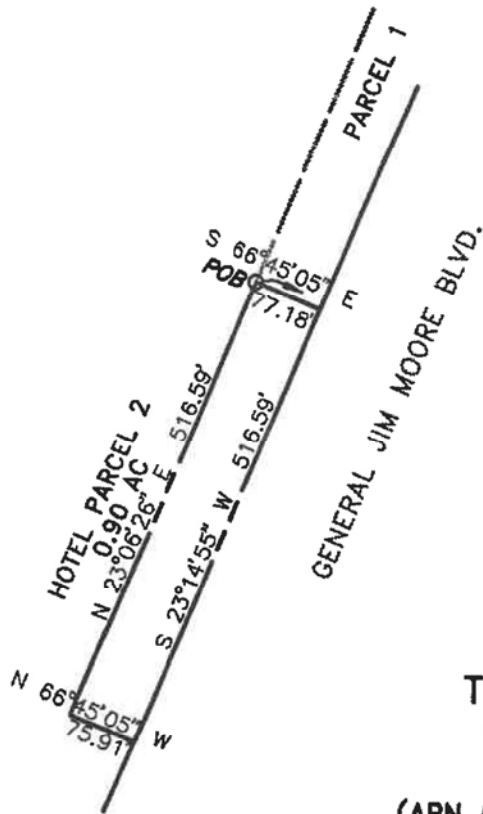
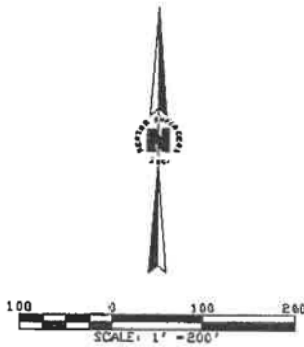
18) NORTH 02° 37' 34" WEST, 232.98 FEET TO THE POINT OF BEGINNING.

Containing 17.827 Acres

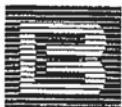
Date: December 7, 2021
Bestor Engineers, Inc.
H. Patrick Ward
Registered Civil Engineer #29811
State of California



H. Patrick Ward



TRACT 5
0.91 Ac.
HOTEL
(APN 031-051-031)
PARCEL 2



BESTOR ENGINEERS, INC.
 CIVIL ENGINEERING - SURVEYING - LAND PLANNING
 9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
 831.373.2541 831.649.4118F WWW.BESTOR.COM

PREPARED FOR: SEASIDE RESORT DEVELOPMENT L.L.C.

EXHIBIT PLAT
LEGAL TRACT FIVE
SEASIDE RESORT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE:	AS SHOWN
DATE:	SEPT., 2019
SHEET:	1 OF 2
WD:	5991.04

L:\5991\599104\DWG\599104.dwg - 2019 Survey\TRACT FIVE.DWG - s.dajuf - SEPT 25, 2019 - 13:59:15

TRACT FIVE: (APN: 031-051-031)

HOTEL PARCEL 2

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS SOUTH 08° 53' 45" EAST, 3,421.69 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

SOUTH 66° 45' 05" EAST, 77.18 FEET; THENCE

SOUTH 23° 14' 55" WEST, 516.59 FEET; THENCE

NORTH 66° 45' 05" WEST, 75.91 FEET; THENCE

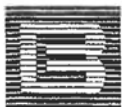
NORTH 23° 06' 26" EAST, 516.59 FEET TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID VOLUME 26, PAGE 28 OF SURVEYS.

CONTAINING 0.91 ACRES.



L:\5091\509104\Drawings\TRACTFIVE.DWG - s.dwg - SEPT 25, 2019 - 14:00:00



BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
831.373.2941 831.649.4118F WWW.BESTOR.COM

PREPARED FOR: SEASIDE RESORT DEVELOPMENT LLC.

EXHIBIT PLAT
LEGAL TRACT FIVE
SEASIDE RESORT

COUNTY OF MONTEREY,

CALIFORNIA

SCALE:	AS SHOWN
DATE:	SEPT., 2019
SHEET:	2 OF 2
NO:	5991.04

TRACT EIGHT: (PORTION OF APN: 031-051-042)

TIMESHARE PARCEL 3 (VTM TIMESHARE PHASES VIII & IX; LOTS C1 & C2)

THAT CERTAIN REAL PROPERTY SITUATE IN RANCHO NOCHE BUENA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PORTION OF THAT CERTAIN 380.31 ACRE PARCEL OF LAND SHOWN AS PARCEL 1 AS PER MAP FILED FOR RECORD IN VOLUME 26, PAGE 28 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT BEARS S 24° 53' 59" W, 2638.33 FEET; THENCE S 36° 18' 25" E, 147.89 FEET; THENCE N 78° 50' 32" E, 237.93 FEET, THENCE N 86° 25' 16" E, 349.95 FEET THENCE S 73° 40' 00" E, 155.99 FEET THENCE S 68° 42' 42" E, 277.08 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL 1; THENCE

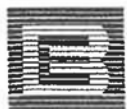
1. S 70° 11' 29" E, 209.90 FEET; THENCE
2. S 36° 06' 48" W, 428.22 FEET; THENCE
3. S 42° 45' 47" W, 224.86 FEET; THENCE
4. S 00° 28' 45" E, 265.56 FEET; THENCE
5. S 70° 52' 34" W, 167.49 FEET; THENCE
6. N 56° 52' 25" W, 219.32 FEET; THENCE
7. N 83° 52' 52" E, 149.07 FEET; THENCE
8. N 11° 39' 52" E, 202.98 FEET; THENCE
9. N 42° 48' 20" E, 313.39 FEET; THENCE
10. N 23° 13' 15" E, 367.94 FEET; TO THE POINT OF BEGINNING.

BEARINGS CITED HEREIN ARE REFERENCED TO SAID VOLUME 26, PAGE 28 OF SURVEYS.

CONTAINING 3.66 ACRES.



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BESTOR ENGINEERS, INC.

CIVIL ENGINEERING - SURVEYING - LAND PLANNING
9701 BLUE LARKSPUR LANE, MONTEREY, CALIFORNIA 93940
831.373.2841 831.649.4118F WWW.BESTOR.COM

PREPARED FOR: SEASIDE RESORT DEVELOPMENT L.L.C.

**EXHIBIT PLAT
LEGAL TRACT EIGHT
SEASIDE RESORT**

COUNTY OF MONTEREY,

CALIFORNIA

SCALE	AS SHOWN
DATE	SEPT., 2019
SHEET	2 OF 2
WC	5991.04

EXHIBIT C

MAP OF DEVELOPMENT

EXHIBIT C

PROJECT BOUNDARY

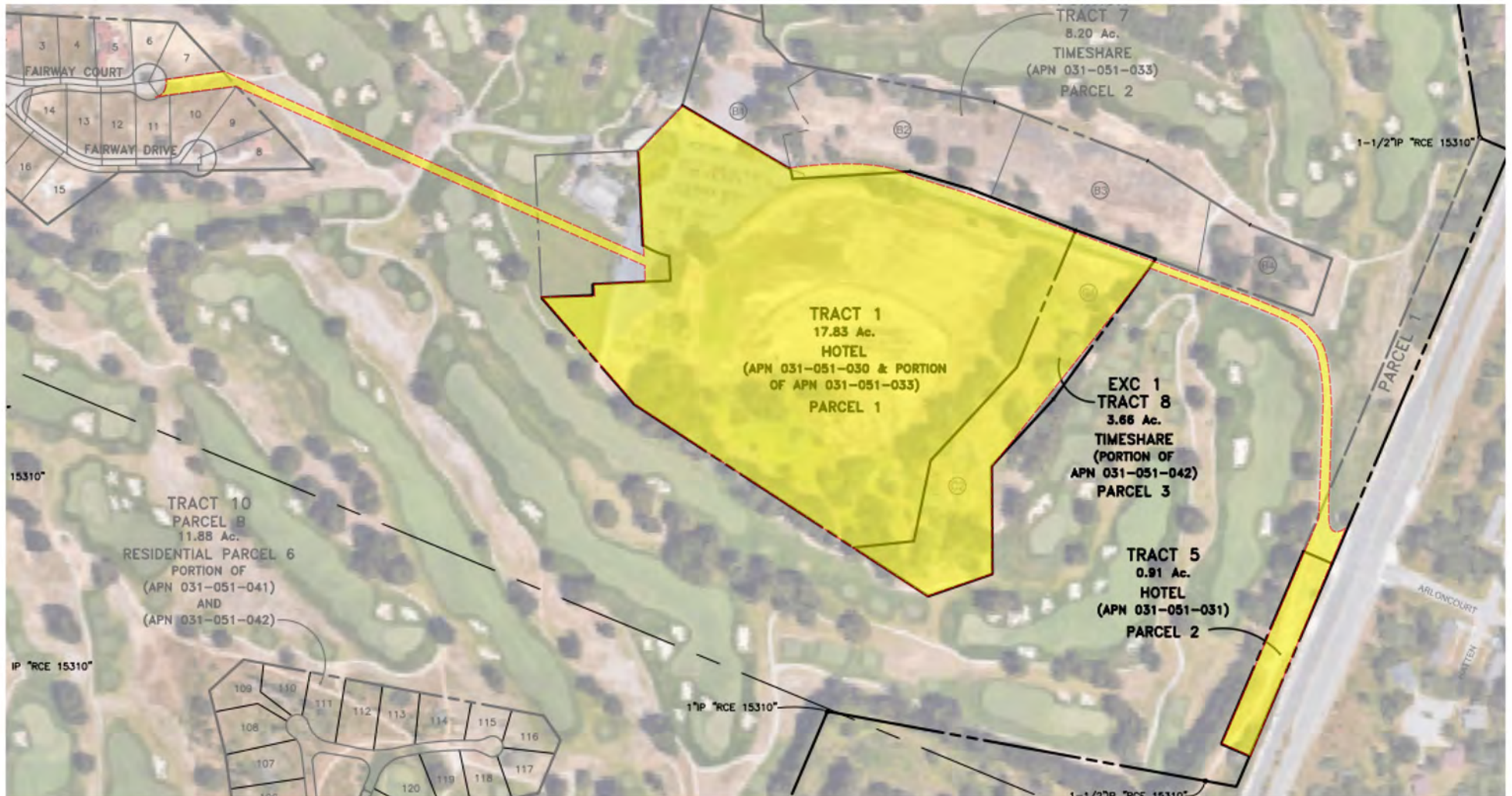


EXHIBIT C2

PROJECT SITE



EXHIBIT D

INDEMNIFICATION AND INSURANCE REQUIREMENTS for Infrastructure Agreements

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

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

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

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

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

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

Contractor;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 12-A

Meeting Date: June 20, 2022

Prepared By: Patrick Breen

Approved By: Remleh Scherzinger

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

Staff Recommendation: The Board of Directors receive a Climate Action Plan Presentation, Adopt Resolution 2022-31 for the purchase of 100% Renewable Electricity from Central Coast Community Energy (3CE), and consider forming of an Ad Hoc Climate Committee.

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

Discussion/Analysis: Staff has prepared a Climate Action Plan presentation of the District's current and future carbon emissions for the Board to receive. The presentation details the District's Greenhouse Gas Emissions (GHG) Baseline Inventory from 2018, provides an GHG emissions forecast through 2040, and discusses possible reduction strategies the District may consider.

Staff is also recommending the Board consider the purchase of 100% Renewable Energy from Central Coast Community Energy (3CE). Central Coast Community Energy is a Community Choice Energy agency established by local communities to source clean and renewable electricity for Monterey, San Benito and Santa Cruz counties and now parts of San Luis Obispo and Santa Barbara counties while retaining the current utility provider's (PG&E) traditional role delivering power and maintaining electric infrastructure as well as billing. 3CE offers a 100% renewable electricity option through its 3CPrime product. 3CPrime electricity is composed of 50% solar and 50% wind generation.

The increase in cost for the District to purchase 3CPrime is approximately \$36,000 annually and is included in the District's FY 2022-2023 Budget.

Finally, staff is recommending the Board consider the establishment of a Board of Director's Ad Hoc committee to focus the District's Climate Mitigation and Adaptation strategies and to provide staff direction moving forward.

Environmental Review Compliance: None required.

Climate Adaptation: The adoption of Resolution No. 2022-31 will reduce the District's use of carbon emitting electrical generation and lower the District's carbon footprint significantly.

Financial Impact: X Yes No Funding Source/Recap: Included in the District's FY 2022-2023 budget.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2022-31; and copy of the presentation.

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 20, 2022

Resolution No. 2022-31
Resolution of the Board of Directors
Marina Coast Water District
Authorizing the Purchase of 3CPrime One Hundred Percent Renewable Grid Electricity for
District Water & Wastewater Operations and Buildings

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

WHEREAS, the Board of Directors has adopted a strategic plan “We provide our customers with high quality potable and recycled water, wastewater collection and conservation services that are safe, affordable, reliable and sustainable, through planning, management and the development of water resources in an environmentally sensitive manner.”; and,

WHEREAS, staff has established and analyzed the District’s baseline Green House Gas emissions for 2018 and forecasted the emissions through 2040; and,

WHEREAS, based on staff analysis the District’s Water & Wastewater Operations, Buildings, and Facility electricity use represent over fifty percent of District Green House Gas Emissions; and,

WHEREAS, Central Coast Community Energy (3CE) offers a one hundred percent Renewable Energy electrical generation option known as 3CPrime; and,

WHEREAS, staff has determined the one hundred percent renewable electrical option will increase the District’s electrical expense by approximately \$36,000 annually and is included in the District’s FY 2022/2023 District Budget; and,

WHEREAS, by utilizing one hundred percent renewable electrical energy the District will lower its Green House Emissions by over fifty percent.

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

1. adopt Resolution No. 2022-31 authorizing the purchase of 3CPrime Electricity to significantly lower the District’s Green House Gas emissions to provide water & wastewater services in a more environmentally sustainable manner.
2. authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 20, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-31 adopted June 20, 2022.

Remleh Scherzinger, Secretary

Climate Action Plan

Marina Coast Water District

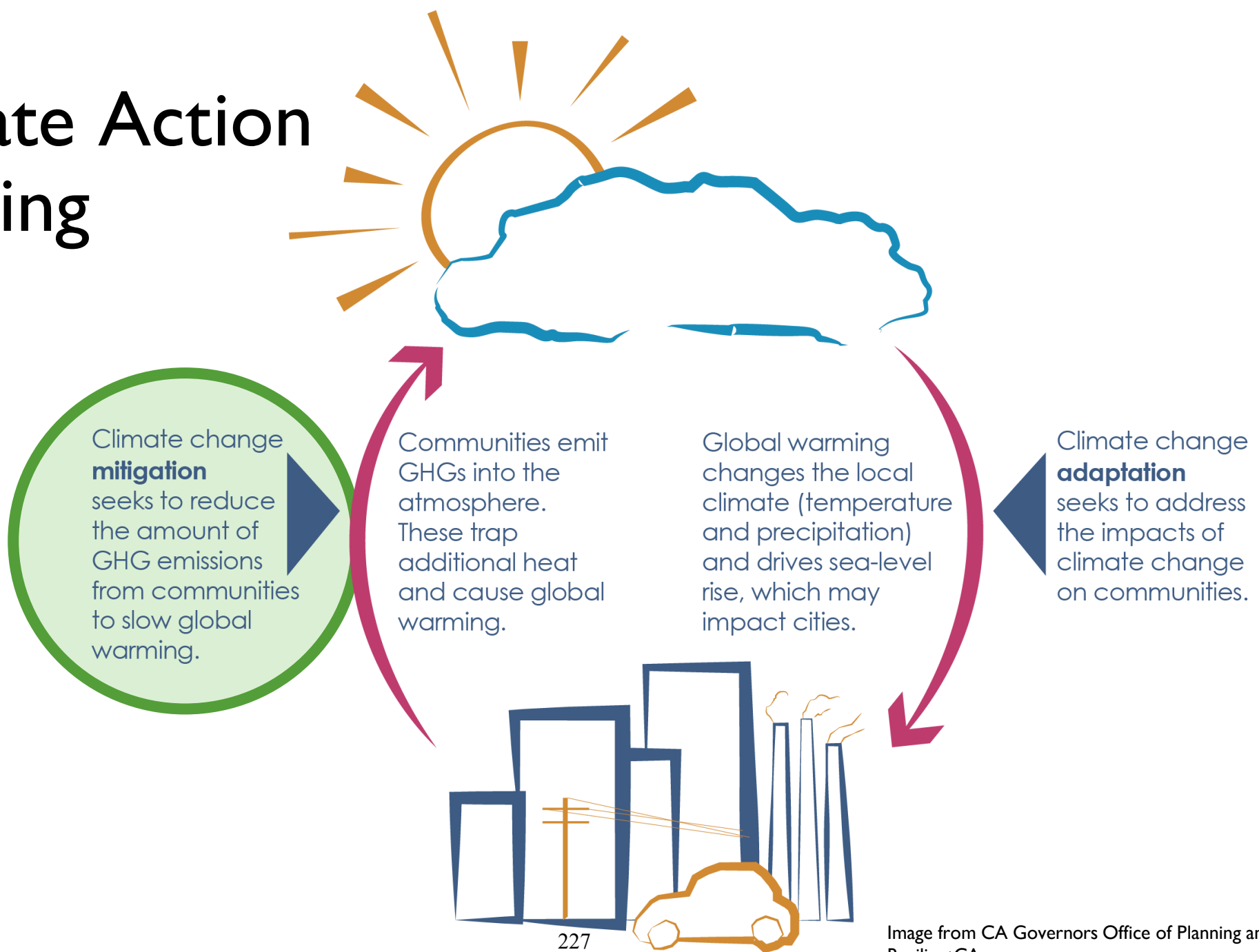
2018 Local Government Operations
Greenhouse Gas Emissions Baseline Inventory

Amelia Cane | CivicSpark Fellow
acane@mcwd.org

AGENDA

- Background
- Overview of Emissions
- Emissions by Sector
- Emission Reduction Strategies
- Next Steps

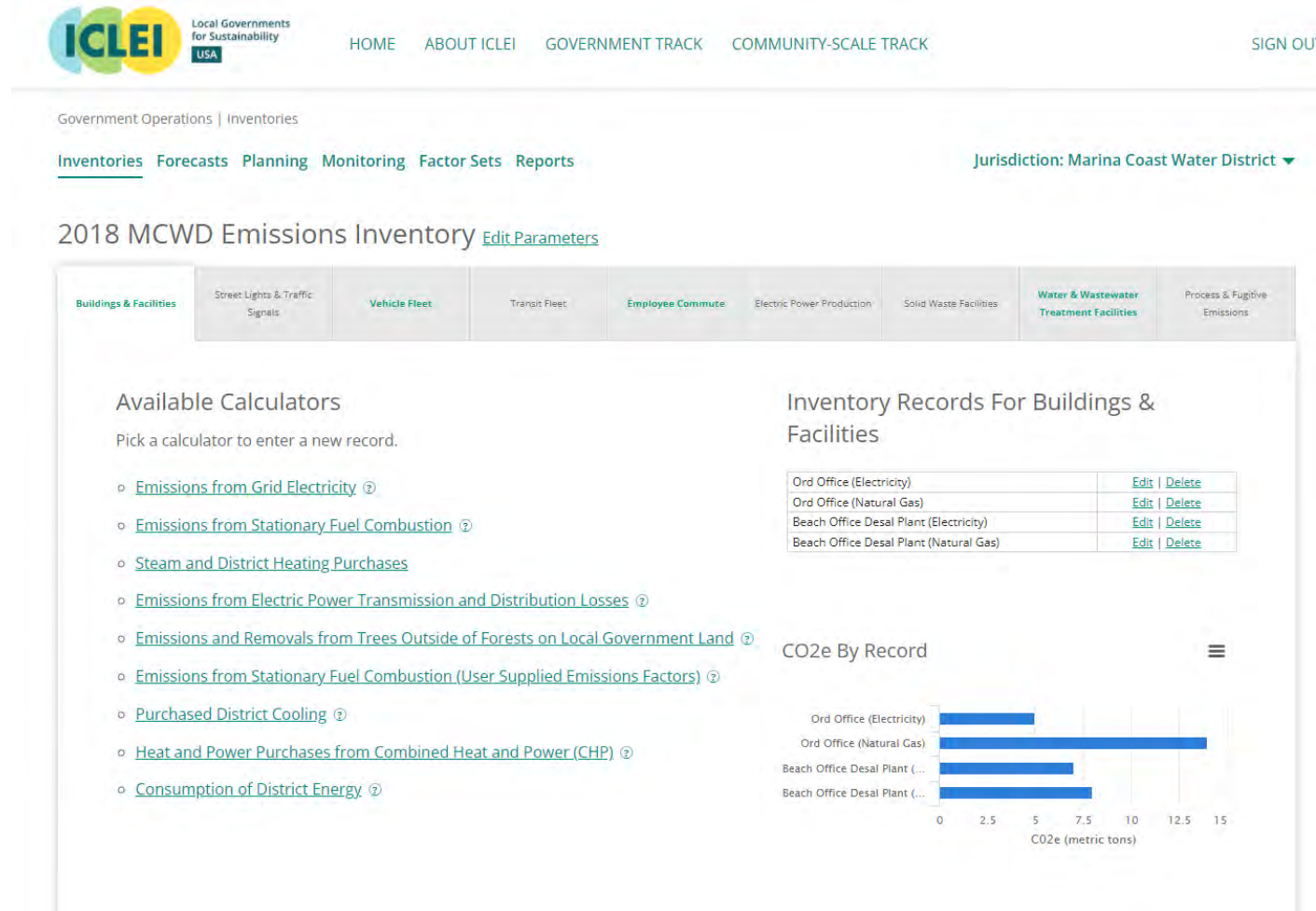
Climate Action Planning



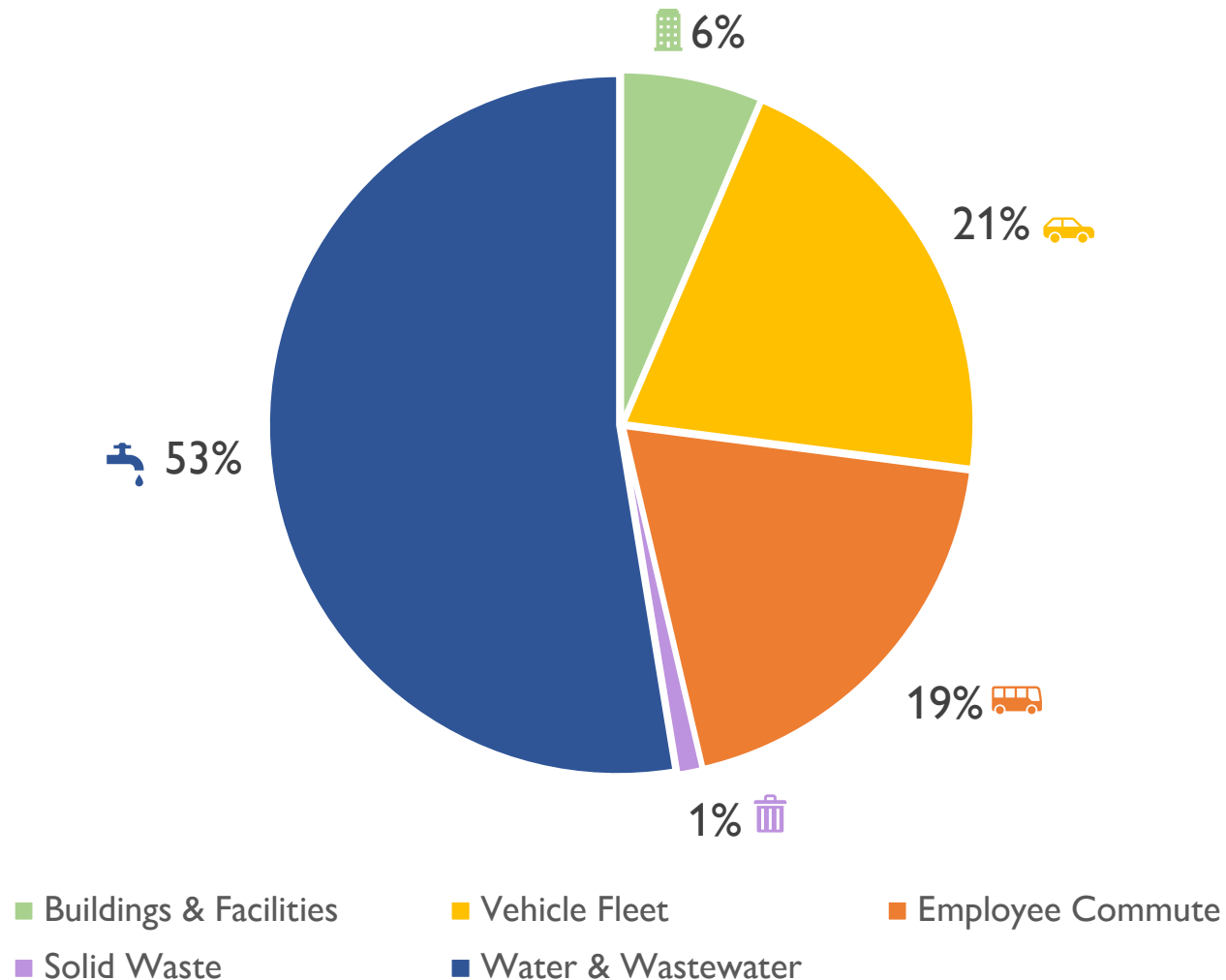
ICLEI-Local Governments for Sustainability

(International Council for Local Environmental Initiatives)

- ClearPath-Emissions Management tool
 - Local Government Operations Protocol
 - Quantification and reporting of GHG emissions inventories
- MCWD 2018 Inventory Sectors (5)
 - Water & Wastewater Facilities
 - Vehicle Fleet
 - Employee Commute
 - Buildings & Facilities
 - Solid Waste

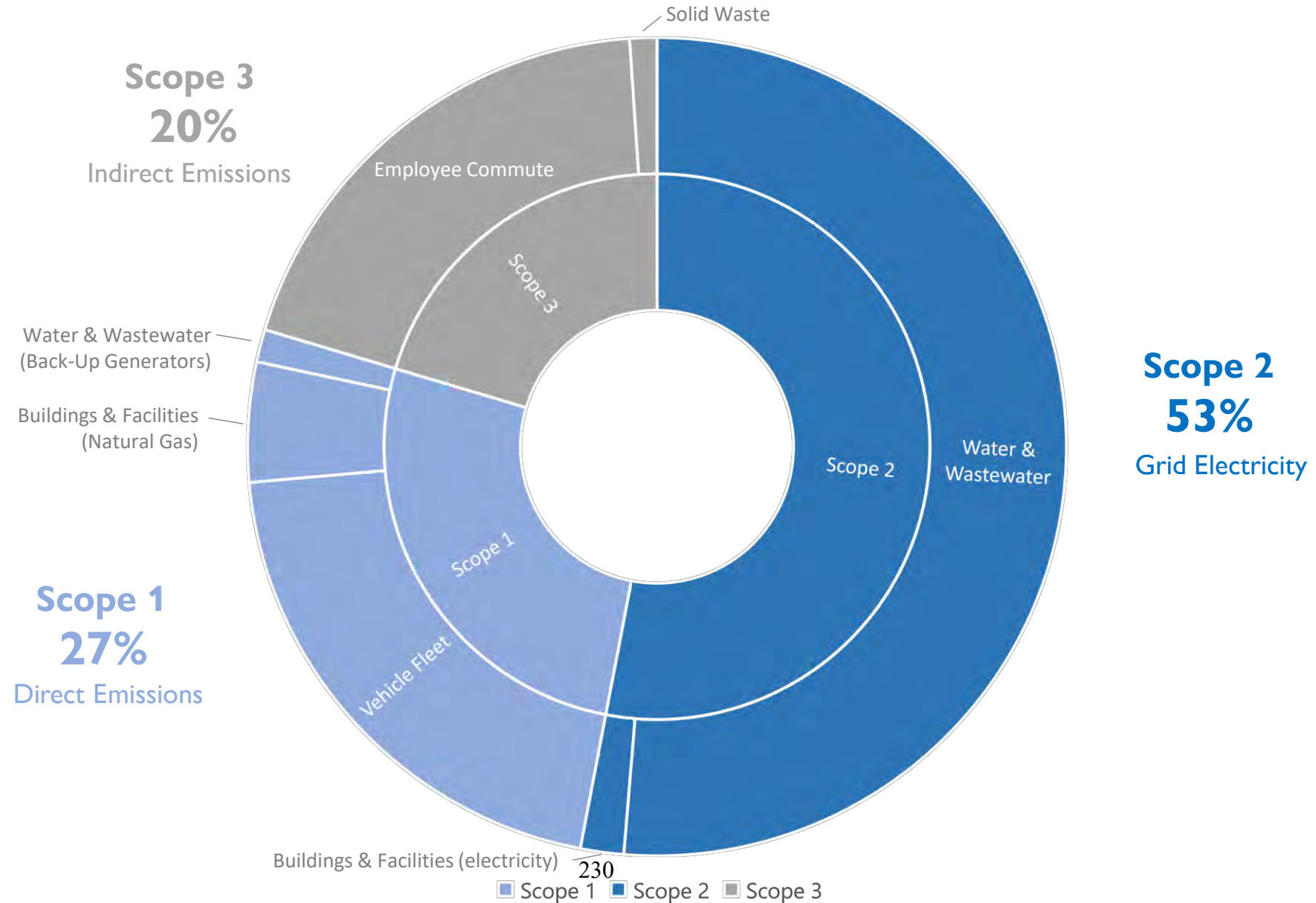


2018 Greenhouse Gas Emissions Overview



Sector	Metric Tons (MT) CO ₂ e
Water & Wastewater Facilities	245
Vehicle Fleet	96
Employee Commute	90
Buildings & Facilities	30
Solid Waste	5
TOTAL	466

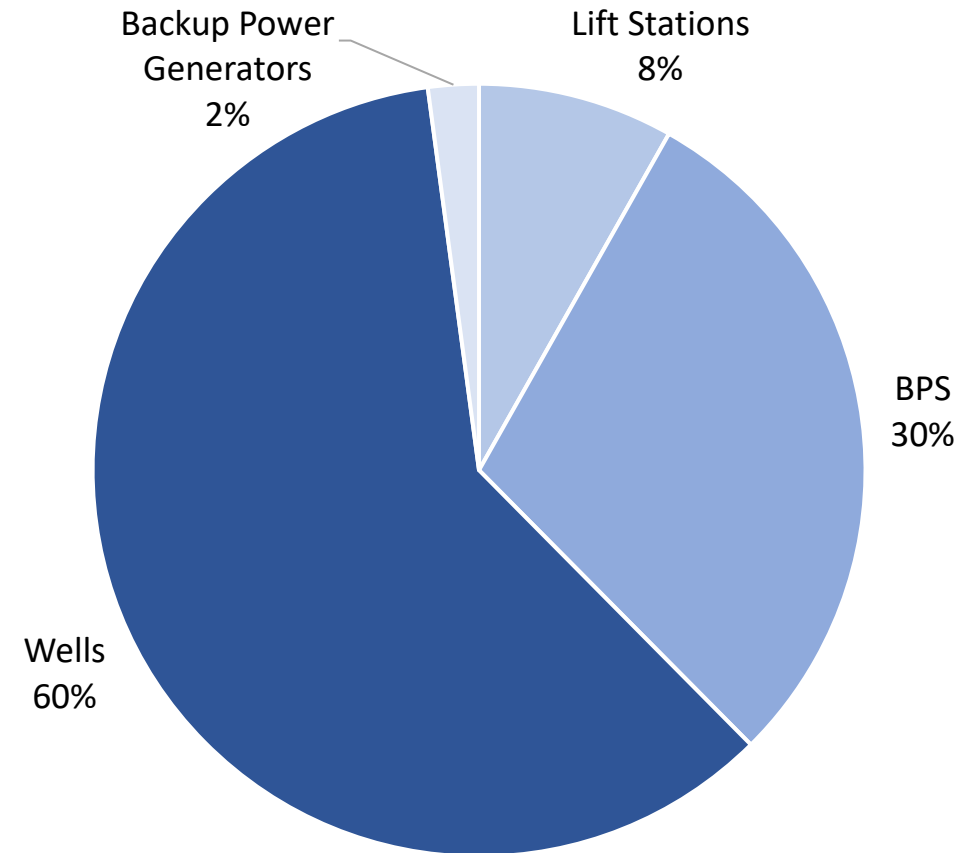
2018 GHG Emissions by Scope and Sector



2018 Water & Wastewater Facilities

Facility Type	MT CO ₂ e
Lift Stations	20
Booster Pump Stations (BPS)	72
Wells	146
Backup Power Generators	7
TOTAL	245

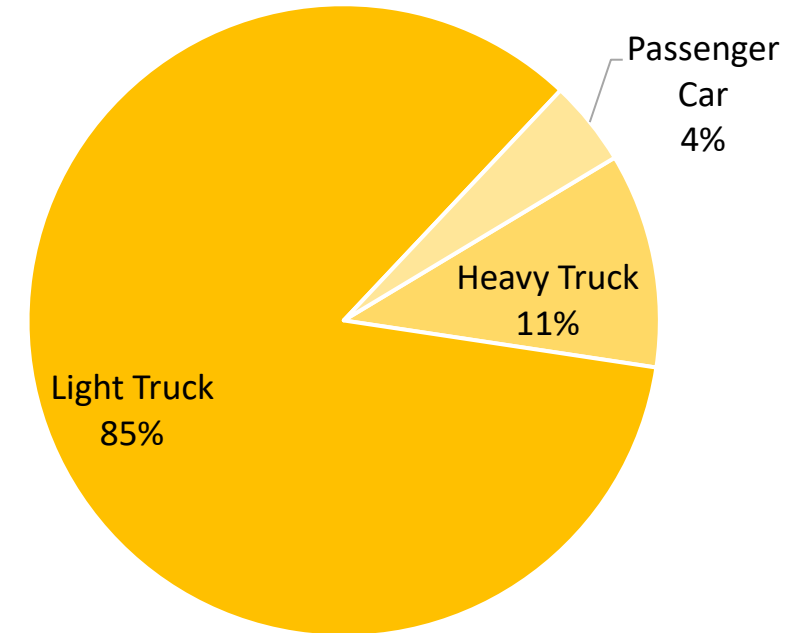
Percentage Water/Wastewater Emissions by Facility Type



2018 Vehicle Fleet

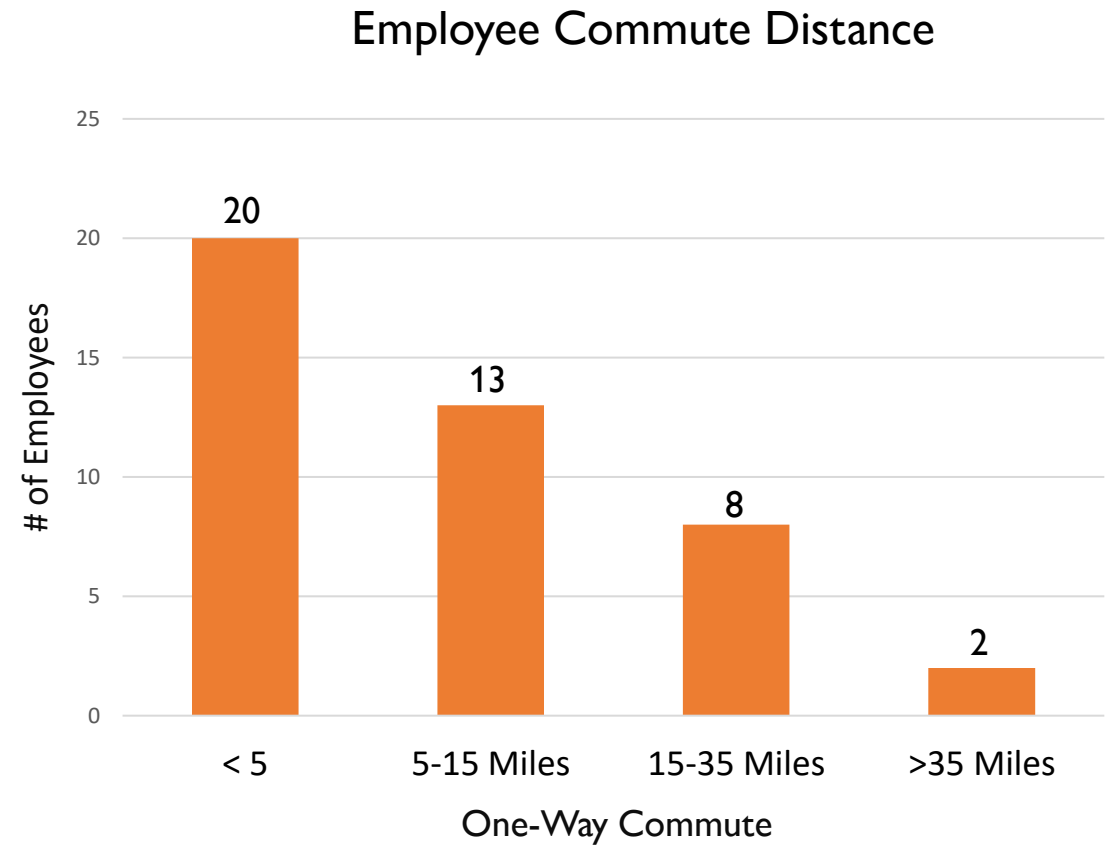
	MT CO ₂ e	# Passenger Cars	# Light Truck	# Heavy Truck	TOTAL Vehicles by Fuel
Gasoline Vehicles	84	4	18	1	23
Diesel Vehicles	12	0	1	7	8
TOTAL	96	4	19	8	31 vehicles

Percent of Fuel Consumption by Vehicle Type



2018 Employee Commute

	MT CO ₂ e	Vehicle Miles Traveled
Gasoline Vehicles	90	229,680

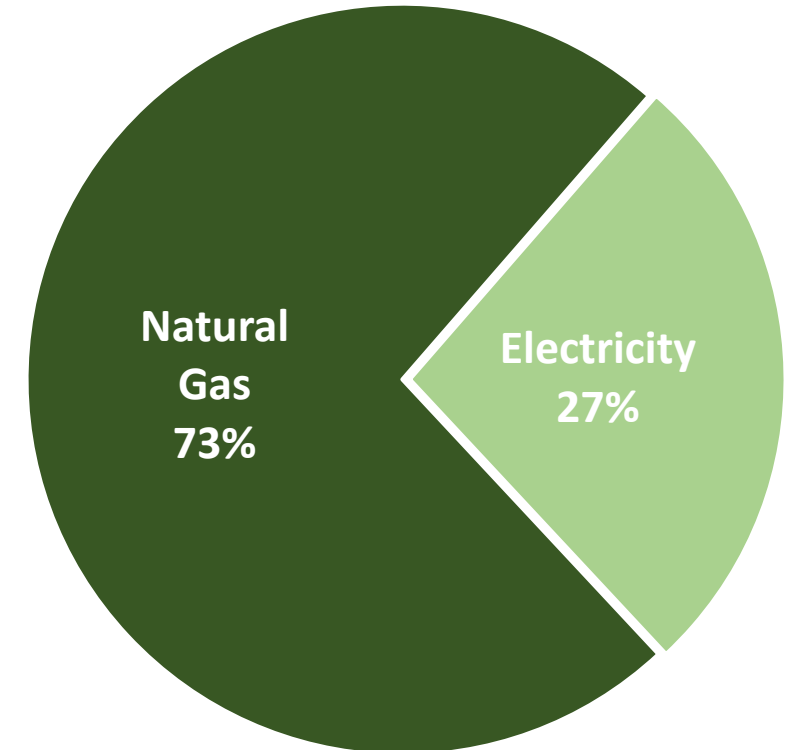


2018 Buildings & Facilities

	Electricity	Natural Gas	Building Total
	MT CO ₂ e		
Ord Office	3	14	17
Beach Office	5	8	13
IOP Office*	0	0	0
TOTAL	8	22	30

*IOP Office was not occupied by MCWD in 2018

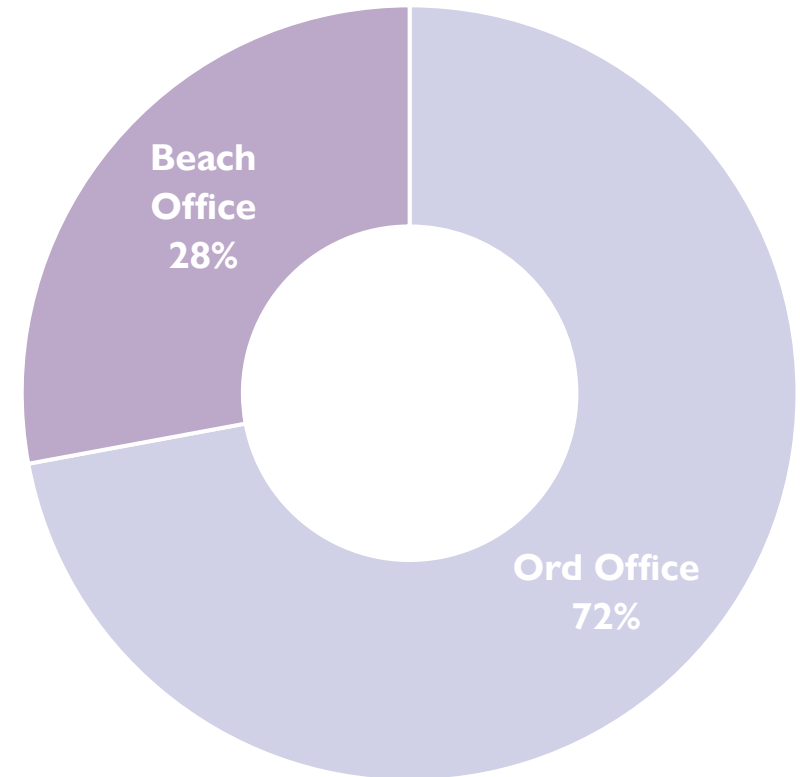
Percent Emissions (MT CO₂e) by Source



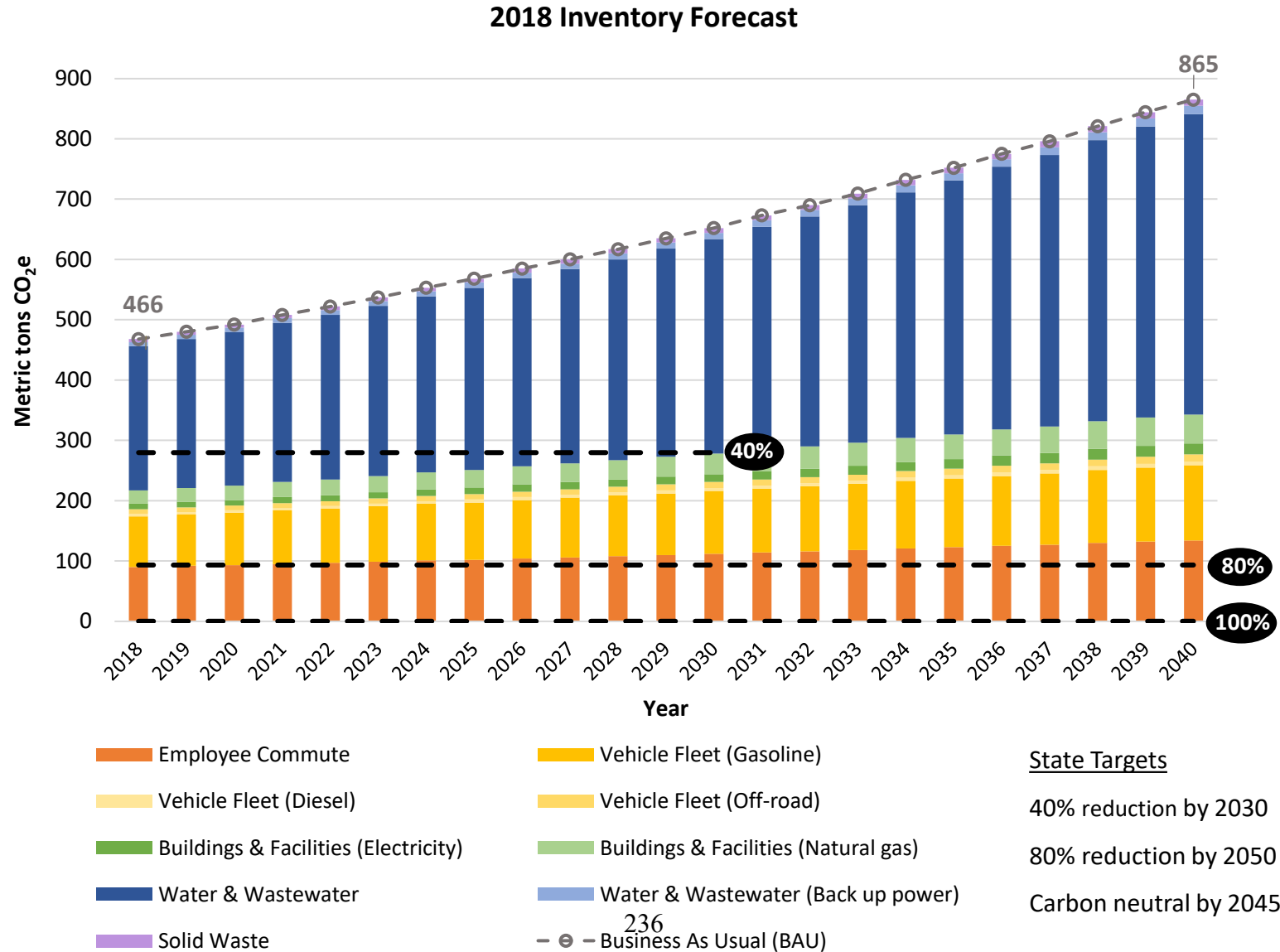
2018 Solid Waste

	MT CO ₂ e	Tons of Waste
Ord Office	4	9
Beach Office	1	3.5
TOTAL	5	12.5








Percent of Waste by Facility









Current Emissions Forecast (2018-2040)



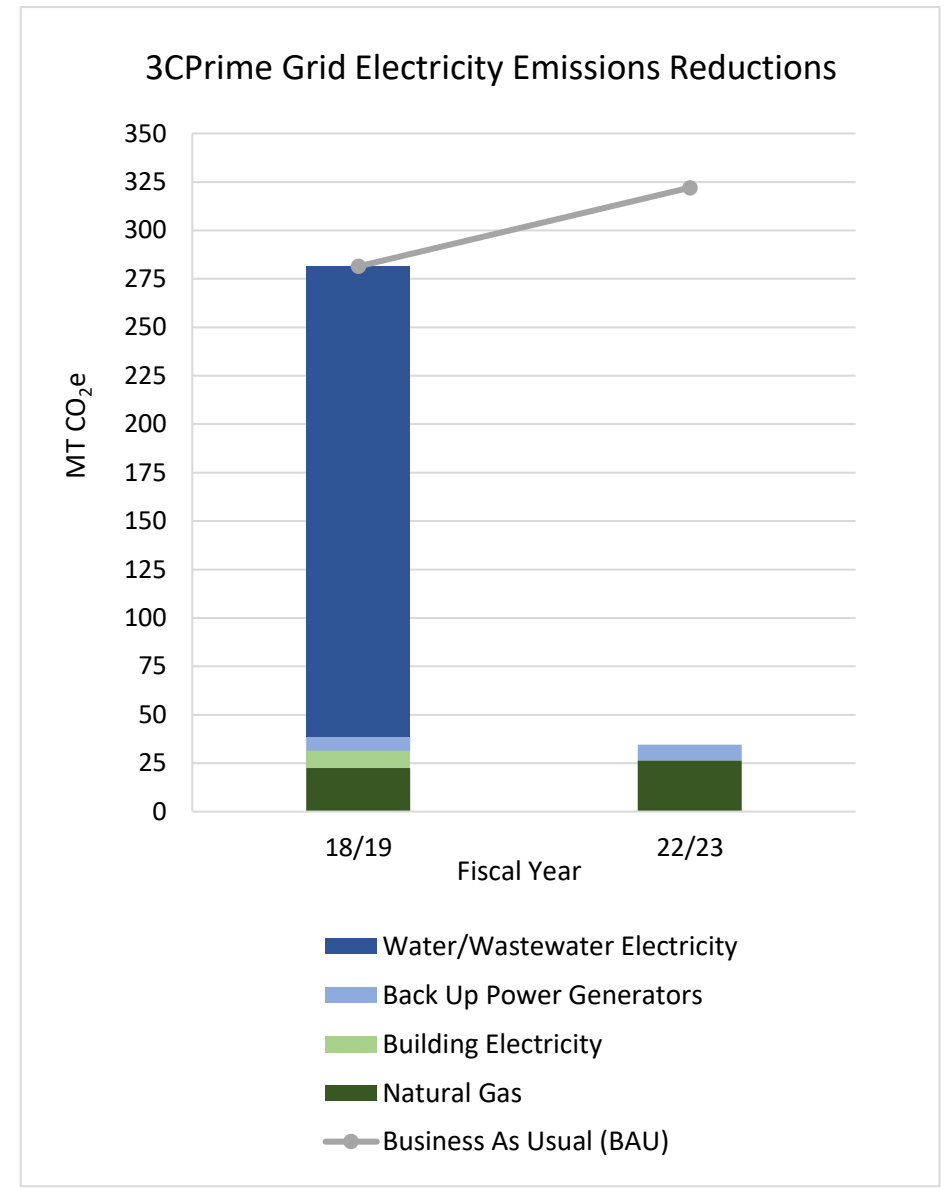
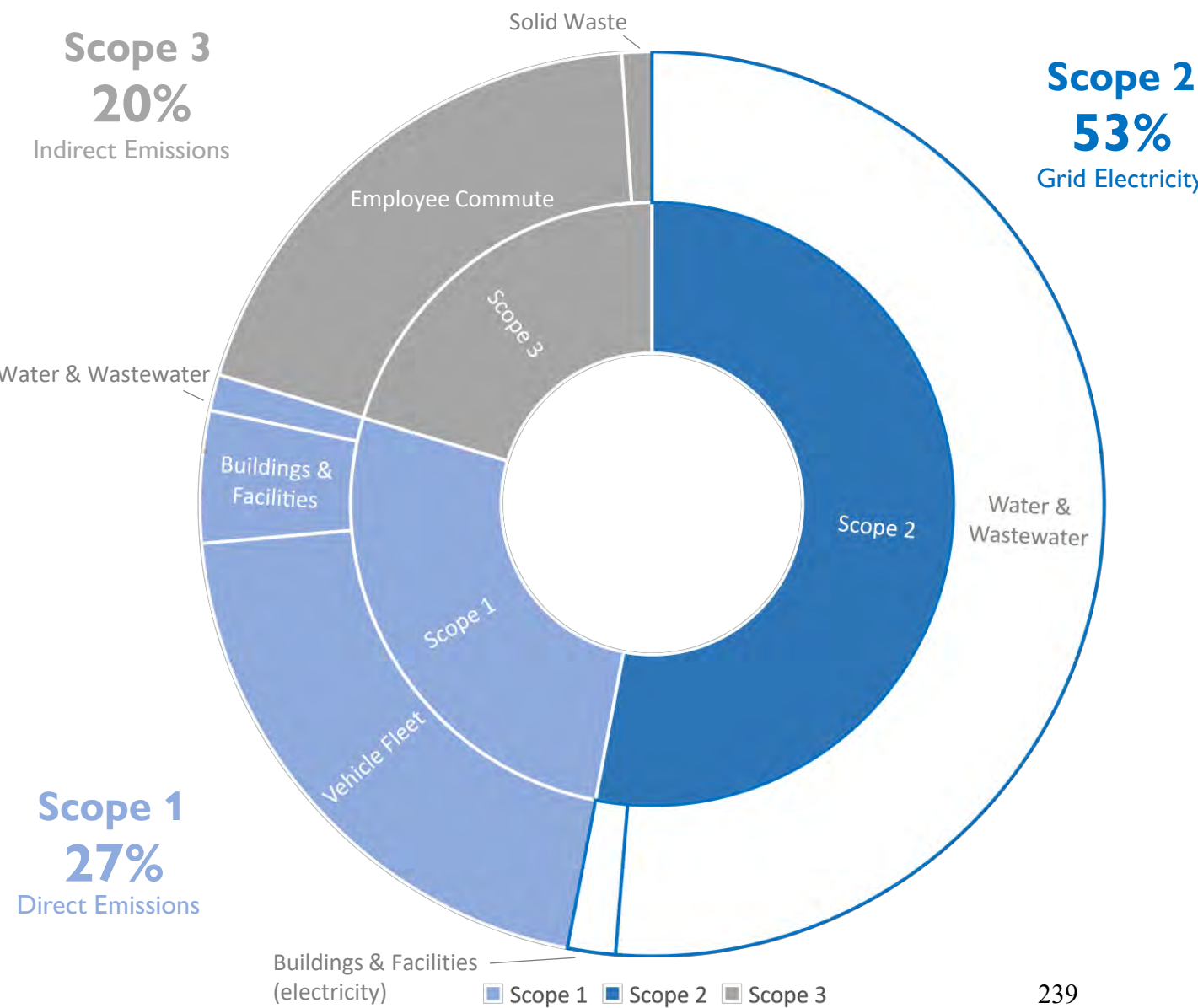
Primary Reduction Strategies

Reduction Strategy	Sector	Scope	Co-Benefits
Solar & Battery Energy Storage Systems Investigate opportunities for an on-site energy source to power operations.	Buildings & Facilities  Water & Wastewater 	2&1	<ul style="list-style-type: none"> Can reduce energy costs over time BESS paired with diesel back up power generators
Fleet Conversion & EV Charging Stations Plan to replace existing vehicles with zero emission vehicles. Investigate opportunities for EV chargers to be installed at office locations.	Vehicle Fleet  Employee Commute 	1&3	<ul style="list-style-type: none"> Alignment with Advanced Clean Fleet regulation Encourages more employees to purchase EV's
Low Emission Commuting Incentives Create an incentive program that rewards commuting options such as public transit, carpooling, biking, and using an electric vehicle.	Employee Commute 	3	<ul style="list-style-type: none"> Support local policy in favor of better public transit and active transportation infrastructure Healthier employees
Central Coast Community Energy 3CPrime Service Opt-up to 100% renewable energy from our electricity provider	Buildings & Facilities  Water & Wastewater 	2	<ul style="list-style-type: none"> Although additional cost, simple implementation

Secondary Reduction Strategies

Reduction Strategy	Sector	Scope	Co-Benefits
Building Electrification Phase out natural gas use in buildings by switching to electric alternatives.	Buildings & Facilities 	1	<ul style="list-style-type: none"> Electricity is safer and more efficient
Energy Audits Perform energy audits to ensure the greatest efficiency in facilities.	Buildings & Facilities 	2	<ul style="list-style-type: none"> Lower energy bills First step in installing solar projects
Renewable Diesel/Biodiesel Transition fleet fuel to cleaner fuel.	Vehicle Fleet 	1	<ul style="list-style-type: none"> Fill the gap of EV technology for medium/heavy vehicles
Recycling & Compost Program Educate employees on what can and cannot be recycled/composted.	Solid Waste 	3	<ul style="list-style-type: none"> Align with State SB 1383 goals
Telework Policy Allow compatible positions to be partially or fully remote to reduce commute trips.	Employee Commute  Buildings & Facilities 	3&2	<ul style="list-style-type: none"> Possible hiring incentive Less office space needed

Central Coast Community Energy (3CE): 100% Renewable Energy



NEXT STEPS



Create Implementation and Monitoring Plan



Engage Stakeholders



Inventory emissions every ~1-5 years



Adaptation Planning/Vulnerability Assessment



QUESTIONS?

Amelia Cane | CivicSpark Fellow

acane@mcwd.org

**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 12-B

Meeting Date: June 20, 2022

Prepared By: Paula Riso

Approved By: Remleh Scherzinger

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

Staff Recommendation: The Board of Directors adopt Resolution No. 2022-11 to approve a Professional Services Agreement (PSA) with Rauch Communication Consultants, Inc. to provide public relations and community outreach services to the District.

Background: *Strategic Plan, Goal 4.0 – Strategic Partners and Public Affairs - Our objective is to build our relationship with the State, Federal, Regional, SVBGSA and Local public and non-profit agencies. Our strategy in the areas of strategic partners and public affairs is to communicate in a positive way, including active listening and encouraging open discussions and schedule regular meetings.*

Staff distributed eighteen (18) RFP's to firms that have prior experience with water, environmental issues, and special districts. Five firms responded by the deadline of November 5, 2021.

Discussion/Analysis: Staff reviewed the proposals and narrowed the selection to two firms. The firms each gave a presentation to the Board of Directors Community Outreach Committee meeting on February 4, 2022. Following the Community Outreach Committee, the Committee members gave direction to bring the Rauch proposal to the Board for approval.

The proposal was brought to the Board on March 21, 2022 for consideration. Following concerns made by Board members regarding one of the team members, the item was pulled from the agenda. Rauch Communications has since replaced the team member with a new individual and the Outreach Committee has again, recommended approval. A proposal with the updated information is provided.

Environmental Review Compliance: None required.

Financial Impact: X Yes No **Funding Source/Recap:** Consultant line items for all cost centers in the Administration Section of the proposed FY 2022-2023 District Budget.

Other Considerations: The Board of Directors can select a firm other than Rauch, or not select any firm at all.

Material Included for Information/Consideration: Resolution No. 2022-11; copy of updated proposal from Rauch Communication Consultants, Inc. and, copy of KP Public Affairs proposal.

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 20, 2022

Resolution No. 2022-11
Resolution of the Board of Directors
Marina Coast Water District

Approving a Professional Services Agreement with Rauch Communication Consultants, Inc.
to Provide Public Relations and Community Outreach Services to the 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 20, 2022 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, the District adopted a five-year Strategic Plan with an objective to build our relationship with the public and local agencies with a strategy to communicate with our strategic partners by establishing clear lines of communications between the District, other agencies, and the public to ensure that our message is clearly and quickly communicated so that we can establish and maintain a positive reputation; and,

WHEREAS, the need exists for a strategic approach to communication to ensure the District is able to clearly and concisely deliver its messages to stakeholders and ratepayers to ensure they understand and appreciate the valuable services provided by the District; and,

WHEREAS, staff distributed the request for proposal for public relations and community outreach services to eighteen (18) firms with five (5) responding; and,

WHEREAS, staff reviewed the proposals, presented and discussed the proposals and staff's recommendation to the Board of Directors Community Outreach Committee on February 4, 2022 and received direction from the Committee to bring the proposal from Rauch Communications Consultants, Inc. to the Board for approval; and,

WHEREAS, following concerns made by Board members regarding one of the team members, Rauch Communications has replaced that team member with a new individual and the Outreach Committee has once again, recommended approval.

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

1. adopt Resolution No. 2022-11 approving a Professional Services Agreement with Rauch Communications Consultants, Inc. to provide public relations and community outreach services to the District at a cost not-to-exceed \$163,900.
2. authorize the General Manager to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on June 20, 2022, by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors_____

Noes: Directors_____

Absent: Directors_____

Abstained: Directors_____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-11 adopted June 20, 2022.

Remleh Scherzinger, Secretary

Dynamic Public Outreach, Smart Strategic Planning*For local governments, special districts, and the engineering, environmental and law firms that support them.*

DATE: June 16, 2021 **NO OF PAGES:** 48
TO: Paula Riso, Executive Assistant
FROM: Martin Rauch **RE:** Proposal for Public Relations and Community Outreach Services

1. Introduction and Executive Summary

This document provides a qualification statement, as requested, for the development and implementation of public relations and community outreach services.

A highly experienced and skilled partner to work with you. Rauch Communication Consultants (RCC) has decades of experience successfully helping special districts with public relations and community outreach services.

Proven approaches and strategies. Over the decades, we have worked with water and sanitary agencies like yours to build public understanding and support for our clients and advance their programs, including every type of water and sanitary service project, program, rate, crisis, and emergencies. We have proven approaches and strategies to resolve and apply them to the specific details, communities, and personalities within your service area.

Honed outreach skills. RCC has successfully implemented virtually every type of outreach tool over hundreds of projects for decades. We know how to pick the right media and outreach tool and implement them quickly, economically, and effectively.

Grounded in real-world experiences. RCC works every day with districts like yours to resolve issues like CEQA acceptance, public resistance, costly water system rebuilds, short timelines, facilitating among different groups and interests, and more.

Here's why Marina Coast Water District would be well served by RCC:

In-depth public engagement program experience across hundreds of projects over almost 50 years.

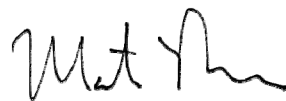
Local and regional experience, along the Monterey peninsula, with agricultural agencies, and across the state with every type of special district.

We know special districts. We focus on special districts and understand special district governance, finance, operations, community relations, and the many issues they face.

We have worked with over 225 Special Districts. In addition, we are faculty for the California Special District Leadership Academy and regularly teach at statewide conferences on public engagement.

Cost-Effective and targeted to meet your needs. We tailor our work to focus on providing only the help your District and your customers need.

We look forward to working with you on this critical project.



Martin Rauch, Principal Consultant

2. PROJECT APPROACH

Our Understanding Of The Community And Issues Facing The Ratepayers.

Below are key elements that we took into account while planning this proposal.

Diverse Community. Marina Coast Water District (MCWD) provides water and wastewater services to a culturally and socio-economically diverse community, including two cities and the Ord community. In addition, growth will add further to the customer base. The various communities, groups, and individuals with a wide variety of interests must be reached by the District, engaged with, and listened to. bring a wide variety of interests

MCWD has taken extensive action in recent years to develop a diverse portfolio of water sources and to use it efficiently: Its historical groundwater supply from the Salinas Groundwater Basin, helping its customers use water efficiently through extensive conservation programs, securing advanced treated recycled water for the Ord Community, working with others to identify new water source(s) to provide additional potable water required under the Fort Ord Base Reuse Plan, and long worked to make the possibility of desalination a reality.

Extensive Collaboration and Coordination. Providing reliable, affordable, quality water service requires close coordination with many individuals and organizations. For example, farmers in the Salinas Valley that share the groundwater basin; the Salinas Valley Groundwater Sustainability Agency; Monterey County Water Resources Agency; Monterey Peninsula Water Management District; Marina One Water; Cal-Am; Cities of Marina and Seaside; local NGOs such as Citizens for Just Water; and Seaside Watermaster.

It is Literally in the Middle of All Key Water Issues, and It Needs a Voice and a Brand. The District is physically centered on all the major water resources in a seawater intruded groundwater basin, with a desalination plant in its boundaries, reclamation in its boundaries, and aquifer storage and recovery. MCWD is also the largest public utility in Monterey County. Because of its location and service area, it will be a key partner in recycled water, desalination, groundwater management, and related issues. Its customers want to know it is serving them well—and, frankly, to understand how MCWD works to ensure they have a long-term, affordable, quality water supply. The District itself is working effectively in terms of service quality and reliability. While there is lots of work to do in the coming years to continue to make progress, what is needed is consistent, clear messaging, branding, and engagement with customers.

Specific Issues, Programs, and Projects that Need Effective Communication. RATES. There are community members and organizations already engaged with rates. Water challenges and costs will continue to rise, and continuing to develop fair rates that are understood and supported will take effective outreach. THAT WATER SUPPLY PLANNING AND DEVELOPMENT, which would have an array of sources ranging from groundwater management and recycled water to desalination, brings with it difficult cross currents and differences around the Peninsula. Much communication work and engagement are needed. Then there are discrete needs and issues like emergency planning, employee communications, and the need to develop a new website.

How We Will Partner Effectively With The District

The most important elements in building an effective partnership with our clients include:

Attentiveness to Your Needs. Our commitment to serving our clients with attention and care for their specific needs, personalities, and circumstances is the starting point for providing quality service and building an effective partnership.

Regular communication through email, calls, and in-person and virtual meetings. We manage our work through a cloud work management tool and can invite you in to participate in that or receive updates via email, etc.

It is also important that we develop a plan with timelines and perform to the plan. This is followed by assessing our progress and flexibly adjusting plans when needed. We have worked with hundreds of Districts and flexibly adapted to the needs of each one.

3. QUALIFICATIONS AND EXPERIENCE.

Size and Organizational Structure.

Rauch communication Consultants has two employees and affiliates around the state. Affiliates are firms and individuals with special ties to Rauch Communication Consultants. RCC staff work with affiliate partners daily, year-in-and-year-out. Our coordination and teamwork are absolutely seamless.

Stability, Capacity, and Resources.

Rauch Communication Consultants has been in business since the early 1970s, and Martin Rauch has been an owner and Principal since the early 1990s without a break. We routinely have work with clients of similar size and complexity. Periodically we work with much larger clients and projects and with multiple members or spanning much larger service areas up to several counties.

Team Qualifications and Experience (Note that full resumes are in [Appendix 1](#))

Martin Rauch is President of Rauch Communications Consultants (RCC). RCC is a full-service strategic planning and public outreach firm with the main office near San Jose, California, that has served over 225 clients in California over the past several decades. **ROLE:** Martin Rauch is responsible for implementing the outreach program. He will lead strategizing, planning, branding, and message development. Mr. Rauch will facilitate community forums and workshops, review most documents and products, maintain the overall outreach plan and timeline, and supervise the team. Martin lives within about one hour+ of Marina

Lynda Boyd, Project Manager (Staff). Lynda has worked for Rauch Communication Consultants for 20 years and has managed countless projects daily. **ROLE:** Lynda manages all the production for Rauch Communication Consultants, coordinating the writing, printing, and mailing of materials, setting up schedules, and coordinating project team activities to keep projects moving smoothly and on schedule. Lynda also serves as a contact who can respond quickly to an urgent need or request and coordinate with the rest of the team to respond and follow up. In addition, Lynda is trained to help update our websites and arranges translation services as needed.

Steve Rustad, Senior Strategy and Brand Developer (affiliate). Steve is a deeply accomplished creative leader with a decades-long record of success in creating effective advertising, marketing, public relations, and social media campaigns for local and national brands. He has served a wide-ranging clientele, including large and small businesses, consumer product companies, pharmaceutical developers, and traditional and high-tech equipment manufacturers. Prominent clients of Steve include US Army, VISA, United Airlines, Clorox, Duraflame, Pillsbury, Shasta Beverages, Safeway, Hewlett-Packard, Dole, Sprint Communications, and others. In addition, he has won the prestigious Clio award for TV spots. He is trained and experienced in the gamut of marketing, public relations, and branding services. However, he is primarily known for his unique marketing programs, innovative design, ability to clarify complex messages, combining online and offline marketing, and more. **ROLE:** Steve will be a key player in developing messaging, the outreach plan, and creative and brand development. He will also develop any illustrations and videos.

Jean McCauley, Project Lead (affiliate). Jean has served as a campaign manager and social media manager for candidates for county supervisor, judge, council members, and mayor in San Jose and Santa Clara County in recent years. Before that, Jean built extensive experience as a community activist, volunteer, and grassroots political volunteer over the past 15 or more years. Jean also served on the Santa Clara County Civil Grand Jury, where she was the principal author of an impactful report, "Why Aren't There More Female Firefighters in Santa Clara County?" Since the

publication of the Report, numerous female firefighters have been promoted and changes made to accommodate females better. **ROLE:** Jean will implement the project on a day-to-day basis providing media representation, copy-writing, keeping up-to-date with news and changing issues, research, and copywriting.

Viveca Hess, Social Media Lead (Affiliate). Combining a decade of her legal background, transactional work, and marketing, Viveca offers a solid track record in creating, developing, and executing social media programs over many years with Rauch Communication Consultants. Viveca has helped modernize and update media platforms for private and public sector interests by utilizing her fluency in Twitter, Facebook, LinkedIn, YouTube, Foursquare, Blogs, Excel, PowerPoint, Word, Photoshop, Analytics, Constant Contact, WordPress, along with various webinar programs and mobile applications. **ROLE:** Viveca will work closely with Martin and Alex to execute an effective social media program. She will also assist with the development of messaging. In addition, Viveca can help train and support staff to improve their ability to utilize the District's social media platforms if desired. Finally, she will also assist with developing and using videos on social media and the web.

Mike and Jay Zeballos, Webmasters (Affiliates). Mike and Jay have extensive experience with all aspects of web design and development, with special expertise in meeting the needs of public agencies. Jay and Mike are technical experts with extensive programming capabilities and the ability to implement any web-based program, survey, forms, or features. They also have a flair for developing sites that load fast, look great and communicate effectively. **ROLE:** Mike and Jay will take the lead on updating or rebuilding the website, provide easy-to-use tools so the District can maintain the website, and provide any customer features that may be needed.

Chris Crimi, Graphic Design, (Affiliate). Chris has over three decades of experience producing graphic materials from simple reports to full-color brochures, web graphics, displays, posters, newsletters, and slide presentations. During his career, he has produced excellent designs for clients like Apple Computer, KLA-Tencor, Santa Clara Valley Water District, Trimble Navigation, Essex Property Trust, Adobe, and Cisco Systems. In addition, he has worked with RCC on hundreds or even thousands of public outreach projects for two decades, bringing a high degree of graphic sophistication to every piece he works on.

Illana Karlin, Owner of Official Translation (Affiliate). Official translation has been providing certified translations for over 40 years and has provided translation services for Rauch Communication Consultants for over a decade. Official Translation's professional linguists are authorities on culture as well as language. This adds an extra degree of precision to all of our translations

EMC Research. Our go-to partner for opinion surveys and research is EMC, a national full-service opinion research firm serving an extensive and diverse range of public and private sector clients since 1989. We are known for crafting insightful research tools, collecting highly accurate data, and providing analysis that answers the key strategic questions and challenges our clients to face. EMC is proud to be a certified women-owned business. **ROLE:** conduct a multi-modal survey (phone + email + text to web) among residential customers/ratepayers.

Qualifications and Experience: Our project management

Our primary internal project management tool is cloud-based software that provides calendars and to-dos, allowing for comments, photos, collateral storage, etc.

We usually develop a spreadsheet-style document for the client providing key actions, timing, who is responsible, and room for notes. This can be maintained in the cloud for reference or presented on an agreed-upon pattern.

If there are complex, urgent, and changing circumstances, we may recommend the creation of an ad-hoc board committee to provide policy-level input and support to the staff/consulting team. The Committee would meet as often as needed, depending on the circumstances. This is helpful to stay ahead of changing circumstances in-between board meetings.

4. COST PROPOSAL

This cost Proposal is broken into three tasks and subtasks. Tasks #1 and #2 are proposed at a fixed cost (\$19,575) to conduct research and develop a detailed outreach plan and initial messaging.

Task #3 and subtasks are for implementation. We provide estimated numbers below for Task 3 to give a decision-making estimated cost. We proposed to provide an updated estimate once the outreach plan is approved. Implementing the program as described is roughly estimated to be about \$144,325)

Marina Coast Water District	Senior Consultant	Web master	Graphic Design	Consultant	Social Media	Project Manager	Material Expenses	Subtotal
	\$225	\$115	\$115	\$75	\$105	\$75		
Hours	20	0	0	16	16	2	0	54
Task 1. Research and Information Gathering	\$4,500	\$0	\$0	\$1,200	\$1,680	\$150	\$1,500	\$9,030
Hours	24	0	0	8	8	8	0	48
Task 2. Develop Engagement Plan (detailed analysis and plan, timeline, who is responsible, how monitor and evaluate, etc.)	\$5,400	\$0	\$0	\$600	\$840	\$600		\$7,440
Hours	12	0	0	4	1	0	\$0	17
Step 2.1 Develop Clear Narrative Messaging	\$2,700	\$0	\$0	\$300	\$105	\$0	\$0	\$3,105
Hours	4	0	30	1	1	1	0	37
Step 3.2. Update Branding	900	0	3450	75	105	75	0	\$4,605
Hours	6	0	0	6	0	3	0	15
Step 3.3 Get the Word Out Presentations and Meetings. Setup and prepare.	\$1,350	\$0	\$0	\$450	\$0	\$225	\$0	\$2,025
Hours	20		6	24	200	0		250
3.4 Enhanced Social and Electronic Media Presence. Facebook, Next Door, Instagram, Twitter, YouTube, (not LinkedIn)	\$4,500	\$0	\$690	\$1,800	\$21,000	\$0	\$0	\$27,990
Hours	6		9	10	1	3		29
3.5 Bill Stuffers or Mailers (Simple, designed monthly stuffer and one page two-sided simple quarterly newsletter)	\$1,350	\$0	\$1,035	\$750	\$105	\$225	\$0	\$3,465
Hours	18		54	36	0	18		126
3.6 Email List Development and E-Newsletter (every three weeks)	\$4,050	\$0	\$6,210	\$2,700	\$0	\$1,350	\$0	\$14,310
Hours	24	225	35	36	2	8		0
3.7 Web Rebuild and updates. Total redesign and rebuild of website. Updates during the year.	\$5,400	\$25,875	\$4,025	\$2,700	\$210	\$600	\$500	\$39,310
Hours	24			24	0	4		52
3.8 Press Relations and Newspaper Advertisements (12 press releases and strategizing and support responding to media issues)	\$5,400	\$0	\$0	\$1,800	\$0	\$300	\$0	\$7,500
Hours	12				24	4		40
3.9 Analytics, Tracking and Key Performance Indicators. Does not include quantitative survey or Flash Vote	\$2,700	\$0	\$0	\$0	\$2,520	\$300	\$0	\$5,520
Hours	100			225	0	3		328
3.10 Monitoring Local Issues and Ongoing Support	\$22,500	\$0	\$0	\$16,875	\$0	\$225	\$0	\$39,600
HOURS	270	225	134	390	253	54		
TASK 3 ROUGH ESTIMATE FOR DECISION-MAKING	\$60,750	\$25,875	\$15,410	\$29,250	\$26,565	\$4,050	\$2,000	\$163,900

It is important that a program of this sort be flexible to respond to the needs of the community. Therefore, the deliverables, quantities, and hours are estimates designed to give an initial scope of the effort. The specific deliverables may change and the amount of time for each deliverable may also change depending on the evolving needs of the District and the public it serves.

Current Rates. Outreach and public involvement programs rate for the senior consultant (Martin) is \$225 per hour. Webmaster (Mike and Jay) \$115/hour. Graphic Design (Chris) \$115/hour. Consultant (Alex) \$75. Social Media (Viveca) \$105. Project Manager (Lynda) \$75).

Travel and Expenses Additional. Material expenses, including, travel expense (transportation and lodging), printing, shipping, and sales tax are additional and passed on at cost. Car mileage is at the IRS California rate at the time or actual rental car cost plus fuel. For meetings involving travel, the minimum charge is four hours. Printing and mailing of a quarterly newsletter would be about \$5,000 per edition. Printing and stuffer of a bill stuffer is not estimated here.

5. REFERENCES

Santa Fe Irrigation District and Leucadia Wastewater District. RCC carried out general outreach for Leucadia Wastewater District and facilitated a strategic plan. We also helped strategize for a possible expansion of the District's recycled water system. For Santa Fe Irrigation District, we facilitated a strategic plan and carried out extensive outreach during the 2011 drought and for several years following. The District was either the highest or second highest user of water per capita in the state and was under pressure by the state and under attack by regional, statewide and even national media when we started working. We helped them decrease water use and end the attacks and undertake some very difficult rate structure and rate changes in a highly divided community—our first public meeting had over 700 people come and eight television and media crews.

REFERENCE: Michael Bardin former General Manager. mbardin3624@gmail.com. Mobile: 1 760-637-9240

Novato Sanitary District. RCC has provided public outreach services for NSD since the early 2000s. A detailed description of the work we have done for them is in the samples of our [experience](#). It included successfully traversing an awful several year period in which they designed, approved and constructed a new treatment plant and transitioned to private operations of their treatment plant. The District was under daily attack by those who disagreed and suffered through relentless pressure. The District ultimately prevailed and operates smoothly, with quality service, low cost and public support today. We have supported them through many other programs, rate structure changes, etc.

REFERENCE: Sandeep Karkal, General Manager. sandeepk@novatosan.com. Office: 415-892-1694. Mobile: 415-798-6034

Forest Hills Community Services District. Foresthill is a small community near Auburn with its own dam and reservoir and provides water service. It was under attack primarily by certain ratepayers who disagreed with the rate structure. RCC was hired following a rejection of their proposition 218 process by 50% + of the rate payers. Very nasty attacks continued. We helped them calm the attacks, build public support and then conduct another rate process with a new structure. The result was a successful and smooth rate approval process with only two protests.

REFERENCE: Hank White, General Manager. GM@foresthillpud.com. Office: (530) 367-2511
Mobile: (530) 333-5418

6. AVAILABILITY

We can accommodate this project within our workload.

5. SCOPE OF SERVICES

TYPICAL PROGRAM ELEMENTS

Task 1. Research and Information Gathering. A typical first step is to gather necessary and relevant information: reports, examples of public outreach documents, a briefing on key programs and projects, and a tour of the District. We will also conduct an audit of existing communication assets and review of stakeholder individuals and groups.

Task 2. Develop Engagement Plan. With the research phase completed, we will formulate a public engagement plan with staff. The plan will consider every avenue for engagement: large and small group meetings (virtual and in-person), tours, web, social media, direct mail, bill stuffers, signs, and banners, etc.

Below are some potential elements of the outreach and engagement program. Any outreach actions will be carefully selected for cost-effectiveness.

Establish the Goals and objectives of the Outreach Program. It is helpful to identify what the engagement programs are meant to achieve before developing a plan to achieve it.

Identify Key Audiences and Stakeholders and Set Specific Goals for Each. A program like this requires not just general outreach, but also considering the specific needs of individuals and smaller groups in terms of how they currently view the District, how best to communicate with each, the amount of detail desired, need or desire for translation, etc.

Timeline. The plan will be timed to match appropriate legal, permitting, environmental, financial, decision-making, and other timelines.

Build the Plan. Build a series of linked outreach actions, opportunities for public response and integrate that with the decision-making and key program activities and steps. Identify who does what, approval processes, how and when the effectiveness of the outreach will be evaluated and updated, resources needed, etc.

2.1. Develop Clear Narrative Messaging. One of the early needs is to develop a clear narrative that outlines the issues and the District's initial approach in single-page, paragraph-length, and couple-sentence-length versions. The narrative states the program's key messages and themes: what one would tell an interested customer, stakeholder, or reporter if one had only seconds or a minute or two to present the issues. The narrative must be simple, clear and be easily remembered and repeated without notes. It starts with the problem(s), has a middle (describing the process) and a proposed end (the program implementation). If the public does not understand and accept the beginning of the story (the problem), they will never support the end (implementing the solution). The clear, straightforward narrative carries the program forward and can be expanded with factual detail (legal, technical, regulatory, financial) when appropriate. All communication is built on this evolving narrative message. The factual, technical details support the message rather than the other way around.

Task 3. Implement Public Engagement Plan. The details of the implementation plan will be developed over time. Below are EXAMPLES of elements that MAY be implemented:

3.2. Update Branding. Evaluate all elements of branding: name, logo, use of color, approach to graphics, voice, etc. Consider changes from moderate to a complete update. Whatever changes are made they will be used consistently in all media. Assets and assistance will be provided to District staff so that the updated branding can be incorporated into everyday communications by staff.

3.3 Get the Word Out Presentations and Meetings. Once the branding and messaging are updated and the outreach is rolling to the General public. We also suggest getting out and reintroducing the District throughout the community. This could include developing a presentation and handout and onsite visits:

- Visits to newspaper editors (Monterey County Weekly, Monterey Herald, Carmel Pine Cone)
- Presentations to Rotary Club, Monterey County Business Council, chambers of commerce, business and construction unions council, Salinas Valley Water Coalition, farm bureau, Grower-Shipper Association, mayors committee, LandWatch, League of Women Voters
- Meet ag leaders, including Rick Antle, Bruce Taylor, Ocean Mist Farms, Chris Bunn Sr. and Jr.

3.4 Enhanced Social Electronic Media Presence. Once the brand has been crafted and established, this will permeate across all channels to provide consistency and immediate, unique recognition. This sets the tone for all social media channels. The following channels are suggested:

- Facebook - to gain visibility and encourage engagement within the community, create and run regular Facebook Live streams for updates, education and insight. Live streams would be multi-streamed to repurpose and efficiently share content across several channels live.
- Next Door - Continue implementing NextDoor. Evaluate and possibly enhance
- Instagram - linked to Facebook for additional exposure and visual positioning, as well as catering to a younger audience of the community.
- Twitter - to participate in timely trending topics related and relevant to the community and partnerships. Create branded unique hashtags and alignment with relevant trends to further gain recognition, and position as thought leader.
- Other electronic media - YouTube and blogs. We assume in the first year that we would focus on branding and storyboarding relatively simple District created content and not professional videography. We would save the blog for when a need arises or next year.
- LinkedIn Company Page (optional, not part of proposal now) - thus far just bookmarked, so optimizing existing Page using all functionality. This would include LinkedIn Company Page recently added features including Company Tab, Hub, Recruiter System. If, as mentioned in the proposal, MCWD plans to significantly increase employee and staff to its district, a LinkedIn Company Page will play an important role in facilitating that recruitment.

We would further suggest group training for key employees/staff to establish a strategic line of communication for exposure and reach of all messaging, posts, videos, or live shows.

LinkedIn has a very specific way of 'rewarding' reach and exposure based on non-intuitive tactics, and this generally requires a component of training to ensure a team acts in unison, and are on the same page without detracting from their main work scope.

3.5 Bill Stuffers or Mailers. Bill stuffers can be slow because they must be timed with the billing cycled and they are less read, but they are inexpensive and often a good choice to maintain a flow of communication. Mailers, Newsletters and Postcards. Mailing is costly but has an impact in our experience. A single page mailer or large postcard send on a regular basis (quarterly) can carry a large impact because it reaches into every home and business. If there are a lot of renters in a region, we recommend that mailers go to every dwelling unit not just to owners and bill payers.

3.6 Email list development and e-newsletter. We understand that the District already has email addresses for half of its customers and distributes a regular enews. We would update the content and branding and

likely promote this heavily. We often like to pair a monthly newspaper ad with an enews and web update to help lead people to additional information on the web.

3.7 Website Rebuild and updates. The website is old and crowded looking and has a confusing but much more modern and attractive subsite on Future H20. It is important to have a modern, easy to use and attractive website since it should be the hub of all communications. We would propose a total rebuild of the website and reconsider the navigation, and its relationship to Future H20. Our websites feature very intuitive tools that make staff updates very easy and include reminders and specialized tools to help manage documents and keep everything up to date. Our webmaster can support daily updates if needed. Our turnaround time for updates is often measured in minutes or hours.

3.8 Press Relations and Newspaper Advertisements. We can provide press support, as well as assist the Board and staff to respond quickly and accurately to press inquiries and needs. The District already has clarified that the President and General Manager share spokesperson responsibilities.

3.9 Analytics, Tracking and Key Performance Indicators. In order to evaluate effectiveness of the various strategies we will track and analyze analytics on all key electronic media (FB, Instagram, Twitter, LinkedIn, Enews, web). We will implement analytics tools along with a customized dashboard including easy to read summaries that provide relevant information to indicate progress, and where course corrections are needed. We implement these reports and updates on a monthly basis for mutual e-view in order to map the following month. The analytics would be prepared to reflect information from key digital sources:

- Social / online media (Facebook, Instagram, Twitter, and LinkedIn), Enews, and website analytics unified, monitored and analyzed together.

Near and Intermediate performance evaluation. In addition to reviewing public reactions, we propose using Flash Vote one-minute surveys to assist with this. More on Flash Vote is above and in [Appendix 4](#). Flash Vote is not scoped but would be roughly \$9,000 for the year for six surveys.

Longer term performance evaluation we propose a multi-modal survey (phone + email + text to web) among their residential customers/ratepayers. This would set a benchmark for understanding and support for the District, test various communication tools, etc. Given the population, we would probably aim for approximately 200 to 300 completed 15-minute survey.**Meeting facilitation.** Meeting facilitation is a specialty. We have facilitated virtually any type of meeting from small groups up to 700 or more people. We are expert with both virtual and in-person meeting planning and facilitation. NOTE: This is not in the cost estimate but would be \$30,000 to \$35,000.

3.10 Monitoring Local Issues and Ongoing Support. We will monitor local media and board packets daily and report as appropriate. Different people and groups react in varied and unexpected ways to public engagement. RCC will provide as-needed consulting support to help modify the program and offer support to staff as the outreach is implemented. This includes responding to questions, updating the message, working with the District and other team members to explain complex issues, respond to the press, etc. Close coordination will be maintained between the District and the consultant if media and other challenges arise, and we will provide on-call support to adjust existing proposed actions and undertake other methods and media as needed.

OTHER POTENTIAL OUTREACH ACTIONS THAT ARE NOT SPECIFICALLY SCOPED

Fact Sheets, Question-and-Answer Sheets. These elements provide additional detail to the public about particular issues. We may provide fact sheets or question-and-answer sheets as needed on pertinent issues raised by the public. These can be adapted to a variety of electronic and hard copy formats.

Customer Contact Tracking Log. It is helpful to have a customer contact tracking log to track all customer

contacts and comments from social media, phone calls, meetings, etc. This is used to ensure quick, consistent, and effective response to public comments and questions. It also can be used to step back and improve understanding of the response. For example, we have experienced Districts feeling overwhelmed with what is perceived as an avalanche of negative attacks. When we step back and look at the tracking data, we see that maybe a handful of angry people called, another handful with questions and frustrations out of, say, 30,000 customers.

Continued Participation in Activities by the Water Awareness of Monterey County. School presentation by Zun Zun, information tables and giveaways at community events, County Fair participation, etc. Consider other possible activities.

Emergency and Crisis Management. Our websites include emergency noticing and alert tools that are based on our experience supporting outreach through routine emergencies and catastrophic emergencies. An emergency and crisis communication plan should be developed if there isn't one already.

Rate or Assessment Support. We have supported, perhaps 100 or more rate and assessment programs over the years and can help with all aspects of strategy and communication.

APPENDIX 1. RESUMES

Martin Rauch is President of Rauch Communications Consultants. Martin Rauch is President of Rauch Communications Consultants, a full-service strategic planning and public outreach firm with main office near San Jose, California, that has served over 225 clients in California over the past several decades.

Martin manages the San Jose office, which is devoted primarily to the planning and implementing strategic communication programs for public agencies throughout the state. Working closely with the Board of Directors and senior managers, he tailors public involvement projects that range from individual events to major multi-year projects.

He is an expert at effectively communicating to the public about the financial needs and realities of water agencies, providing the proper venues for citizens to ask questions and provide input, and then communicating that public input back to public agency staffs and boards.

Martin, his staff, and affiliates have daily experience implementing virtually every type of communication activity, from productive public meetings to small stakeholder meetings, eye-catching mailers, interactive websites, and more. These experiences on past projects directly mirror activities that the District may need and provide him and his staff with a broad knowledge base they can apply to this project.

Martin also conducts strategic planning sessions for the Boards and senior managers of client organizations, as well as training in effective Board meetings, roles and relationships of Board members and managers, and other related topics. In addition, he specializes in preparing and facilitating a wide variety of meetings. These complex events include focus groups, citizen's advisory committees, community presentations, and public meetings.

Mr. Rauch has served as a speaker and seminar leader for the Association of California Water Agencies (ACWA), California Association of Sanitary Agencies (CASA), California Special Districts Association (CSDA), and others. He was a regular faculty member of the Special District Institute, is a regular speaker for CSDA, and is on the Board of the Special District Leadership Foundation. He is the principal author of the Special District Leadership Foundation certificate course on communication and outreach, strategic planning, and Governance Foundations. He has been invited as a speaker to other statewide associations.

Before working for public agencies, he served several years as a community organizer and educator for nonprofit organizations, organizing community groups and producing educational and information materials. He holds a Bachelor of Arts degree with High Honors from the University of California at Santa Barbara. Martin's formal training also includes completion of Business Mediation Training at UC Berkeley and courses in Facilitating and Mediating Effective Agreements. Martin is a certified Balanced Scorecard Professional (BSP) from the Strategy Management Group and The George Washington University College of Professional Studies.

Lynda Boyd, Project Manager (staff). Lynda has worked for Rauch Communication Consultants for 20 years and has managed countless projects on a daily basis. Lynda manages all the production for Rauch Communication Consultants, coordinating the writing, printing, and mailing of materials, setting up schedules, and coordinating project team activities to keep projects moving smoothly and on-schedule. Lynda also serves as a contact who can respond quickly to an urgent need or request and coordinate with the rest of the team to respond and follow up. In addition, Lynda is trained to help update our websites and arranges translation services as needed.

Steve Rustad, Senior Strategy and Brand Developer (affiliate). Steve is a deeply accomplished creative leader with a decades-long record of success in creating effective advertising, marketing, public relations, and social media campaigns for local and national brands.

He has served a wide-ranging clientele, including large and small businesses, consumer product companies, pharmaceutical developers, and traditional and high-tech equipment manufacturers. Prominent clients of Steve include US Army, VISA, United Airlines, Clorox, Duraflame, Pillsbury, Shasta Beverages, Safeway, Hewlett-Packard, Dole, Sprint Communications, and others.

Award-Winning Marketing Expert. Steve won the prestigious Clio award for TV spots. He is trained and experienced in the gamut of marketing, public relations, and branding services. However, he is primarily known for his unique marketing programs, innovative design, ability to clarify complex messages, combining online and offline marketing, and more.

Experienced Public Relations Leader. Steve has been the managing partner or owner of several public relations firms. During those years, he provided services to a wide range of Bay Area businesses, including (TV) Art Direction to ad agencies, copywriting to graphic design firms, direct mail campaigns to educational publishers, sales promotion materials to technology companies, and marketing communication and advertising to a wide range of clients. He also served as Senior Art Director and Associate Creative Director at J. Walter Thompson Advertising (at the time the largest advertising firm in the world).

Animated Training Materials, Film, and More. Steve's experience extends to developing animated training materials, artwork, and design for educational and industrial films and creating concepts and characters for Hallmark Cards.

Education. Steve earned an AB in Fine Art from U.C. Berkeley and was a student at the Kansas City Art Institute.

Jean McCauley, Project Lead (affiliate). Jean has served as a campaign manager and social media manager for candidates for county supervisor, judge, council members, and mayor in San Jose and Santa Clara County in recent years. Before that, Jean built extensive experience as a community activist, volunteer, and grassroots political volunteer over the past 15 or more years. Jean also served on the Santa Clara County Civil Grand Jury, where she was the principal author of an impactful report, "Why Aren't There More Female Firefighters in Santa Clara County?" Since publication of the Report, numerous female firefighters have been promoted and changes made to accommodate females better.

Jean has extensive expertise in social media, especially Facebook, Instagram, LinkedIn, and Twitter. She is also experienced in developing websites and a variety of media, including speeches, ads, flyers, brochures, etc.

Jean's first career was as a software engineer, reaching the position of Senior Staff Software Engineer for Sun Microsystems.

Viveca Hess, Social Media Lead (affiliate). Viveca is the CEO and founder of HessConnect and is an expert in social media marketing and online media management, advertising campaigns, tracking analysis, community development, and content strategy. She has a solid track record in creating, developing, and executing international corporate planning initiatives to launch new business opportunities. She has expertise in building visibility, strategic alliances, and customer allegiance through numerous marketing channels. She has helped execute targeted networking strategies, initiated interactive online presences, and developed, marketing, and coordinating presentations, seminars, webinars, newsletters, and national conferences.

Her strengths include: researching and identifying the most relevant and efficient marketing and

community outreach platforms and planning, coordinating, executing, managing, and measuring social media campaigns and initiatives.

She creates brand awareness, ROI, and CRM by growing engagement, leveraging keywords, and visibility according to best practices and principles. She specializes in serving regulated industries and public agency with needs for additional oversight and management throughout campaign implementation. Experience includes research, execution, and management of online campaigns for numerous law firms, water districts, school districts, and sanitation districts, working with and meeting complex policy and regulatory requirements unique to these industries.

Consultant Social Media Marketing, Design, Strategy

- Generate an online start-up community by creating, executing, and managing social media platforms, generating copy and design, driving website traffic via search engine campaigns and online advertising, and overseeing and analyzing online metric and analytic activities.
- Project management for online publications, including website, e-newsletter, blogs, social bookmarking, and link building.
- Fluent in LinkedIn, Facebook, Instagram, YouTube, Blogs, Photoshop, Google Analytics, Email Service Providers, WordPress, and various web and media applications. Adobe InDesign, Photoshop, Illustrator, and Canva.

Novato Sanitary District - Novato CA 2019-ongoing. Applying research, interviews, and existing assets crafted a brand voice, visual, and visual identity for on and offline positioning to build recognition and consistency across all media and offline channels.

San Antonio Water Company - San Antonio CA 2019-2020. Applying research, interviews, and existing assets crafted a brand voice, visual, and visual identity for on and offline positioning to build recognition and consistency across all media and offline channels. Gathered, reviewed background materials including legal documentation, meeting notes, minutes. Gain understanding from staff, Board members, legal counsel to develop a concise and detailed history of the situation. Crafted a clear and compelling story summarizing the situation and the Company's position. This brief document contains the company's message and its principal talking points. summary of the situation and the Company's position. This brief document contains the company's message and its principal talking points.

Storyboarded and developed videos for YouTube channel to reflect history, projects, and education for insight and support for ongoing issues and purchases. Compiled a slide deck presentation, handouts, fact sheets.

Montecito Water District - Montecito CA 2018. Crafted campaign specific content for online channels including Facebook, Twitter, Instagram and LinkedIn in connection with crises management (related to 2018 floods, mudslides and fire-scarred Southern California areas). Maintained and fostered support by building relationships with the community and local businesses via strategic online, social media campaigns. Provided timely and urgent updates to the community coordinated regularly with local police, fire, emergency units.

Consulting for Water Resource, Management and Policy integrating water resource planning, water supply development and transfers on national and international level. Helped coordinate partnership between Hess and Associates, World Trade Center San Diego, and United States Department of Commerce International Trade Administration and Commerce. Responsible for oversight, coordination and facilitation of trade missions to the Middle East, North Africa and India related to water technology, environmental water solutions, water security and growth in emerging economies. Generate and maintain

communications between largest public and private water technology corporations and organizations in the U.S. with counterparts and clients in the Middle East, North Africa and India through multiple social and traditional media channels.

Mike and Jay Zeballos, Webmasters, (affiliates). Mike and Jay develop, maintain, and upgrade numerous websites for public agencies around the state on a daily basis. Jay and Mike have decades of experience with all aspects of web design and development, with a special expertise in meeting the needs of public agencies. Jay and Mike are technically expert, with extensive programming capabilities, and the ability to implement any web-based program, survey, forms, or features. They also have a flair for developing sites that load fast, look great and communicate effectively.

Some of their core competencies include: UX & UI design, strategy, and planning; iPhone, iPad application programming; Web application proof-of-concepts; Hand-coding HTML/CSS; Usability & analytics; MODx, WordPress CMS configuration, theming, customizing; Project management; Troubleshooting & problem solving; Training and support.

Their technical background includes working experience with the following: Windows, Mac, Linux, FreeBSD; CSS, XHTML, XML, PHP, ASP.NET, MySQL, JavaScript, ActionScript; MODx, CodeIgniter, WordPress, ExtJS, jQuery, Mootools

Chris Crimi, Graphic Design, (Affiliate). Chris has over three decades experience producing graphic materials from simple reports to full-color brochures, web graphics, displays, posters, newsletters, and slide presentations. During his career, he has produced excellent designs for clients like Apple Computer, KLA-Tencor, Santa Clara Valley Water District, Trimble Navigation, Essex Property Trust, Adobe, and Cisco Systems. He has worked with RCC on hundreds of public outreach projects for two decades, bringing a high degree of graphic sophistication to every piece he works on.

Illana Karlin, Owner of Official Translation (Affiliate). Official translation has been providing certified translations for over 40 years and has provided translation services for Rauch Communication Consultants for over a decade. Official Translation's professional linguists are authorities on culture as well as language. This adds an extra degree of precision to all of our translations For more information please visit our website at www.officialtranslation.net.

EMC Research. is EMC, a national full-service opinion research firm serving an extensive and diverse range of public and private sector clients since 1989. We are known for crafting insightful research tools, collecting highly accurate data and providing analysis that answers the key strategic questions and challenges our clients face. We utilize a wide array of research modes, methodologies, and analytic tools, and stay on the cutting edge of industry innovations in qualitative and quantitative research so that we can employ the approach that best meets your project needs. EMC is proud to be a certified women-owned business. Note that EMC conducted a ratepayer survey for MCWD in June 2016.

APPENDIX 2: SAMPLES OF PREVIOUS WORK

PREVIOUS WORK EXAMPLES: Logo design



PREVIOUS WORK EXAMPLES: Examples of consistent branding



City of Santa Barbara
Neighborhood Traffic Management Program

Please come and learn how
you and your neighbors can
**Build a Better
Neighborhood**

**You Are Invited to
a Neighborhood
Meeting**

Tuesday, January 27
6:30 to 8:30 p.m.
Cottage Hospital
Burtness Auditorium

Sponsored by the City of Santa Barbara
Transportation Planning Division

WATCH FOR ME

ADDRESS SERVICE REQUESTED

City of Santa Barbara
Transportation Planning Division
630 Garden Street
Santa Barbara, CA 93101

You are invited to help

**Build a Better
Neighborhood**

*Please come and learn how
you and your neighbors can*



Take Back the Streets

Neighborhood Meeting!

Tuesday, January 27
6:30 PM to 8:30 PM

Cottage Hospital
Burtness Auditorium
Pueblo and Bath Streets

Questions? 897-2509
¿Preguntas? 564-5385
info@OakParkTrafficManagement.org

Neighborhood Traffic Management Program

THE PROBLEM...
Neighborhoods seem less livable

Has your street changed? Do quiet strolls around the neighborhood, kids playing safely, and the joy of being outdoors feel like things of the past? If you are concerned about traffic and parking in your neighborhood, and you want to change things, this brochure describes some actions you can take.

THE SOLUTION...
Take Back The Streets

When residential streets "belong" to the neighborhood

Streets are not just for cars. They should be places for neighbors, pedestrians, cyclists, shoppers and children to interact and enjoy their lives.

You can change your street, reduce the impacts of automobile traffic and parking, and make it a more user-friendly place for you and your neighbors. Start by getting your neighborhood onboard to identify concerns and search for solutions. Then form a partnership with the City.



Residents can "take back the streets" through the Neighborhood Traffic Management Program by addressing traffic and neighborhood issues through a community partnership with the City of Santa Barbara.



Step 1. Get Together

The Neighborhood Traffic Management Program begins with a neighborhood meeting, which provides an opportunity for residents, businesses and tenants to identify neighborhood concerns and initiate coordination between the neighborhood and the city to work together to create real solutions.

Step 2. Gathering Information

Neighborhood volunteers conduct a survey of their neighbors about traffic issues and problems.

Step 3. Slow Down

Residents take part in activities that slow traffic speeds and explore use of alternative transportation, use traffic radar, place "Slow Down" signs, pledge to obey traffic rules, and more.

Step 4. Check In

The City and neighborhood assess progress and determine if physical street improvements, called Traffic Calming solutions, should be explored.

Step 5. Traffic Calming

Jointly develop a toolbox of many different solutions that reduce traffic such as those illustrated on this page.

NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM
Making our streets more livable

OUR GOAL: A user friendly neighborhood where people count

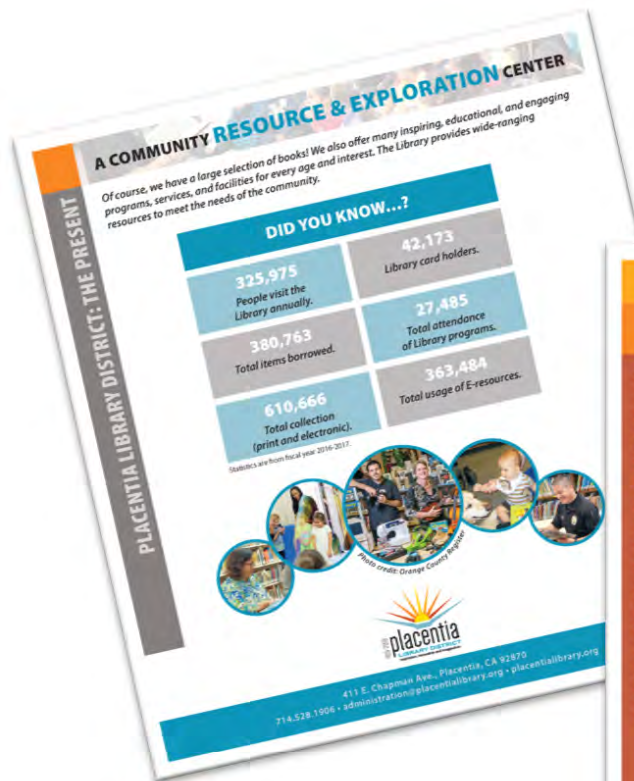
The neighborhood first works with the Police, Parks, Fire, Community Development, and Public Works Departments to undertake low- and no-cost actions that can resolve traffic and parking problems. If needed, the City provides support to develop physical (Traffic Calming) improvements to the streets. Examples of physical improvements are described below.

PROGRAM TOOLS:

 TRAFFIC CIRCLES Regulate traffic flow.	 SIDEWALKS Offer convenient places for people to walk.	 SPEED HUMPS Reduce vehicle speed.
 LANDSCAPING Adds shade and aesthetics, and provides a buffer between pedestrians and the traffic.	 PUBLIC TRANSIT A practical alternative to driving.	 STREET FURNITURE Benches, planters and trashcans offer convenience and comfort.
 CURB EXTENSIONS Increase pedestrian visibility.	 REDUCING DRIVING Provides community, health and financial benefits.	 GATEWAYS Create neighborhood identity using trees, fountains signs or gateways.

If you are interested in helping to improve your neighborhood, please call: (805) 897-2509

PREVIOUS WORK EXAMPLES: Examples of consistent branding



PLACENTIA LIBRARY DISTRICT: OUR PATRONS

WHAT OUR LIBRARY USERS ARE SAYING

Meet a few members of the Placentia Library District community.

"My daughter borrowed a ukulele from the Library of Things and learned to play. I am so thankful!"
— Noella Sevilla

"When I discover new authors whose books I want to read, the librarians track down the books for me, for free!"
— Sandra Hoffner

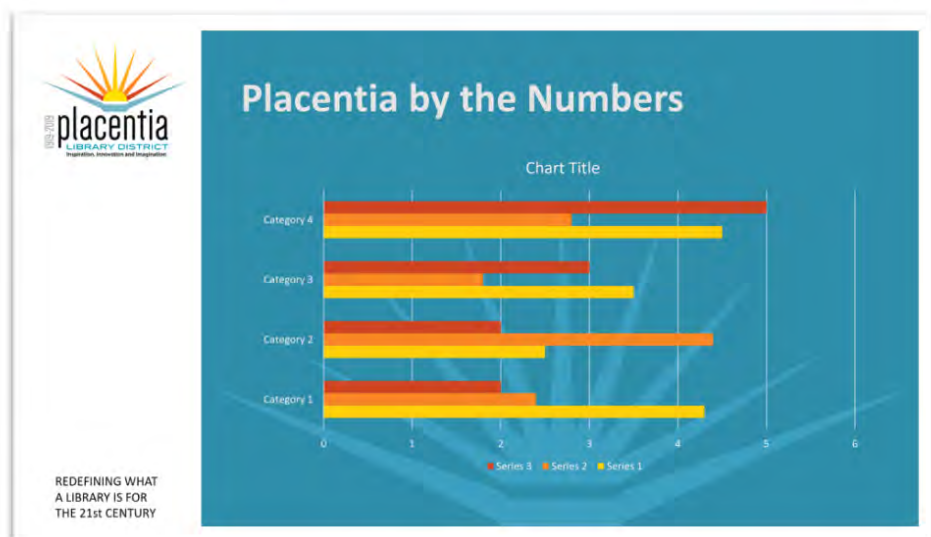
"The Placentia Library District helped me earn my graduate degree by proctoring my tests."
— Collin Layana

"I have volunteered for many years and the best part is making friends and helping the people who come into and enjoy using the Library."
— Betty Clarke

"I borrowed a high-resolution camera and discovered a new hobby."
— James Jurado

placentia
LIBRARY DISTRICT
Inspiration, Innovation and Imagination

411 E. Chapman Ave., Placentia, CA 92670
714.528.1906 • administration@placentialibrary.org • placentialibrary.org



PREVIOUS WORK EXAMPLES: Examples from a successful three-county recycled water project



The NBWRP Challenge

Sonoma, Marin and Napa Counties face long-term challenges in providing reliable water supplies. Only a small corner of the region is served by the state water project, surface and groundwater sources are limited, and some groundwater basins are over pumped. Urban, agricultural and environmental demands exceed the region's sustainable water supply. Reliable water supply is also needed to continue the restoration of tidal wetlands in San Pablo Bay and support instream flows for the area's riparian waterways. Climate change, may further impact stressed water supplies.

The NBWRP Opportunity

It is estimated that by 2020 NBWRA agencies will discharge up to 36,000 acre-feet per year to the San Pablo Bay—a large volume of water that could be recycled. In response to water supply challenges, local leaders formed the NBWRA to expand the use of recycled water as a drought-proof supply to meet the needs of communities, agriculture and the environment across the region.

The North Bay Water Reuse Program has made impressive progress during its ten-year history, having completed Phase 1 engineering and economic studies, verified the EIS/EIR and is about to begin construction.



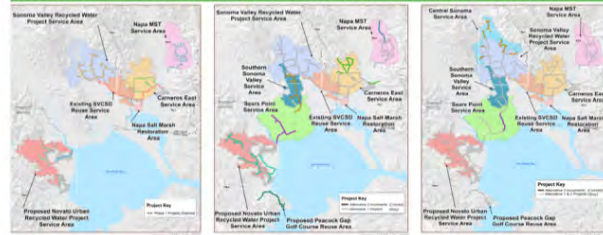
Local Agencies Collaborate on NBWRP

The NBWRP is managed by the North Water Reuse Authority (NBWRA), with purpose is to carry out a coordinated, 3-county regional effort to put recycled water to its broadest and most beneficial use.

Members:

- Las Gollinas Valley Sanitary District
- Napa Sanitation District
- Novato Sanitary District
- Sonoma County Water Agency
- Sonoma Valley County Sanitation District
- North Marin Water District
- Napa County

THREE RECYCLED WATER ALTERNATIVES BEING STUDIED



Las Gollinas Valley Sanitary District and Novato Sanitary District in coordination with North Marin Water District serve:
Novato urban users, including Hamilton Field

Sonoma Valley County Sanitation District serves:
Existing reuse areas plus Sonoma Valley, Camero East and Napa Salt Marsh

Napa Sanitation District serves:
Milliken-Sarico-Tubacay (MST) Creek area, and Camero East

Las Gollinas Valley Sanitary District and Novato Sanitary District in coordination with North Marin Water District serve:
An additional pipeline would serve agriculture in Sears Point area, additional urban areas of Novato, and the Peacock Golf Course.

Sonoma Valley County Sanitation District serves:
Additional pipelines would connect Southern Sonoma Valley

Napa Sanitation District serves:
Additional pipelines would serve expanded areas in MST, and Camero East.

All Agencies Serve:
Additional recycled water to Southern and Central Sonoma Valley and Napa Salt Marsh.

NBWRA Funding

Grants have been received at a 50% cost share towards environmental and engineering studies. NBWRA is working to obtain another matching grant towards the first \$100 million in project costs. The federal matching funds would be applied to any of the alternatives.

SUSTAINABILITY THROUGH COOPERATIVE WATER RECYCLING

Five local agencies have formed the North Bay Water Reuse Authority



NBWRA Members:

- Las Gollinas Valley Sanitary District
- Napa Sanitation District
- Novato Sanitary District
- Sonoma County Water Agency
- Sonoma Valley County Sanitation District

Supporting Agencies:

Agencies providing financial and technical support for the project:

- North Marin Water District
- Napa County

NBWRA Mission

NBWRA's purpose is to carry out a coordinated, regional effort to put recycled water to its broadest and most beneficial use.



Extensive Public Outreach Program

- Extensive outreach program to inform public about the project
- Draft environmental documents will be distributed broadly

Completed Project Activities

- 2004: Draft Feasibility Report established service areas and scope of program
- 2006: Engineering Feasibility Report established facility needs
- 2007: Pursued grant funding opportunities refined program scope, and selected consultants for environmental analysis and outreach

What We Are Doing Now

- Work underway on EIS/EIR
- Moving ahead with full-scale studies: engineering, financial, and economic
- Active effort to support this regional project with significant federal grant funding


What's Next

- 2008: Complete draft environmental documents and carry out active outreach program
- 2009: Complete studies, approve technical and environmental documents, begin design




NORTH BAY WATER REUSE AUTHORITY

PREVIOUS WORK EXAMPLES: Examples of conservation bill stuffers and banners



Say Goodbye to Full Baths

Short showers
use less water.
REDUCE YOUR USE!
For tips go to our website:
www.ncsd.ca.gov



Nipomo Community Services District




Does Your Landscape Have a DRINKING PROBLEM?

Use less water to
maintain your landscape.
REDUCE YOUR USE!
For tips visit our website:
www.ncsd.ca.gov




Nipomo Community Services District




Dry Cleaning 2014

Our groundwater
supply is in trouble.
REDUCE YOUR USE!
For tips go to our website:
www.ncsd.ca.gov




Nipomo Community Services District



Seawater Intrusion Threatens our Groundwater!

Conservation is
your responsibility.
**REDUCE
YOUR USE!**
www.ncsd.ca.gov

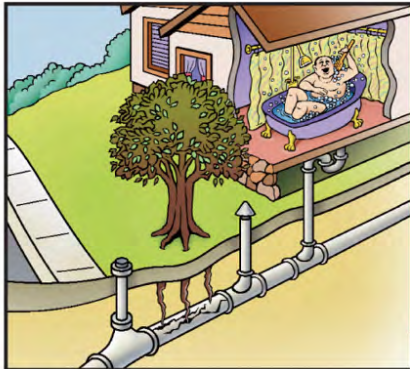


Nipomo Community
Services District

PREVIOUS WORK EXAMPLES: *Examples of a truck wrap*



PREVIOUS WORK EXAMPLES: Examples of lateral art and graphics for a county-wide program



The Bay Begs You!
Inspect and Fix Your
Sewer Lateral Pipe.

A broken sewer
lateral causes pollution.
If it's your home it's
your responsibility.

www.SavRBay.org

THIS IS NO DO-IT-YOURSELF JOB



PHOTO: FPO

www.SavRBay.org

Call a qualified plumber to inspect and fix your home sewer lateral pipe.

**Good Neighbors Don't
Let Damaged Sewer
Laterals Cause Spills!**



www.SavRBay.org

PHOTO: FPO

www.SavRBay.org

If it's your home, It's your responsibility to inspect and fix your sewer lateral.



**Billy hoped people would
fix their laterals so sewage
overflow would stop
polluting fish in the Bay.**

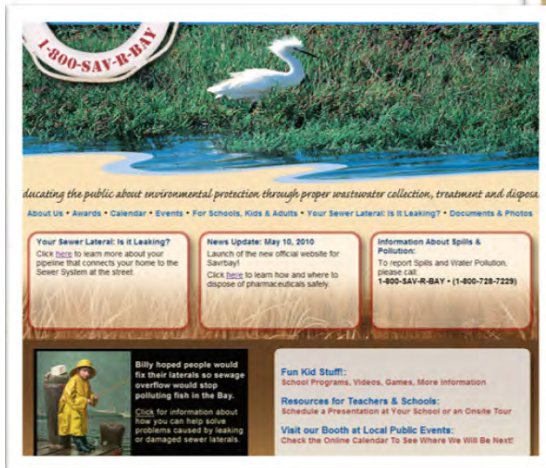
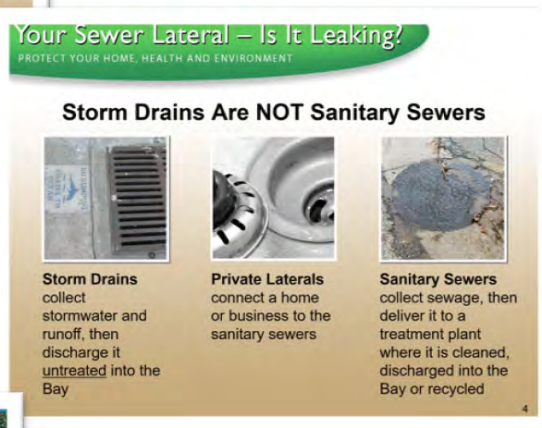
www.SavRBay.org

If you own a home, you own a sewer
lateral pipe. Have yours inspected and fixed.

PREVIOUS WORK EXAMPLES: Consistent PPT, and web examples from the same lateral program.

PREVIOUS WORK EXAMPLES: Examples of lateral art and graphics for a county-wide program

Two PPT slides, screen shot of web page and screen shot of video

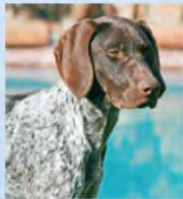


Day or Night, Our Crews Respond to Emergencies at a Moment's Notice



Two crews in hydroflusher trucks respond at night to prevent a sewer overflow during an intense storm event. These trucks contain powerful water jets with 2,000 pounds per square inch of pressure, root cutting tools, and powerful vacuums that are used to clean sewer lines and to clean up and prevent sewer spills.

RESCUING A DOG, PUTTING OUT FIRES—OUR CREWS GO ABOVE AND BEYOND



Helping a Dog in Danger. Our crews are committed to serving the public. Just ask the happy family that belongs to the dog that was recently rescued by one of our crews. The lost canine was spotted by Bob Stiles, Jr., and Joe Moreno, running back and forth on a busy road as cars sped by. They stopped their truck and called the dog, who jumped right in with them and was soon reunited with his happy humans.

Fast-Thinking Use of Sewer Cleaning Truck to Put Out a Fire. In another unusual act of service, one of our crews spotted a small fire at a park-and-ride lot in Southern Novato. Thinking quickly, they used the water jet equipment on the hydroflusher truck to put it out, while alerting the fire department.

Proactive Maintenance Keeps the Entire Sewer System Working Safely and Efficiently

PUMP STATIONS REQUIRE REGULAR MAINTENANCE

To ensure that sewer pump stations operate reliably, our crews inspect and maintain them regularly. These pump stations lift sewage out of low areas and help move it downstream to the treatment plant. The pump stations incorporate sophisticated electronic controls, pumps, motors, backup systems, and remote monitoring and telemetry systems.



CCTV INSPECTION TO ENSURE QUALITY

The District uses special closed circuit television cameras (CCTV) that can maneuver through sewer lines, conducting detailed video inspections and identifying issues for subsequent repair. Below, a camera is being lowered into a manhole.



HIGH-TECH MAINTENANCE MANAGEMENT

Our crews use Computerized Maintenance Management Systems (CMMS) to track maintenance on all facilities. The sewer system CMMS combines information about each pipe's age, location, maintenance history and other data. This allows our staff to track our pipeline assets and helps identify and prioritize maintenance activities.



PREVIOUS WORK EXAMPLES: Large poster and examples of handouts from a booth



MONTECITO WATER DISTRICT

IN WINTER, OVERWATERING CAN HURT PLANT HEALTH

Most Landscapes Can Get by with Relatively Little Water in Winter

Cool Season Water Conservation Tips:

- Make sure your irrigation controller's budgets, or "seasonal" adjustment on the controller, are set down 60% to 70% until late March as the sun is weaker than in summertime!
- Cut your watering frequency for grass to once a week, and for established shrubs and trees to once every 10 days. Make sure they are on separate programs on the controller to maintain different watering frequencies by zone.
- If it rains more than 2/10", keep your controller off until the grass shows it needs water, and then manually water it. This should usually last 10 to 14 days. See if you can keep your controller off from one storm to the next throughout the rainy season!
- Most established shrubs and trees need little if any water during the cool, shady, winter days. Water is normally not needed during rainy periods.
- Keep your irrigation controllers clock off as much as possible from mid-November through the end of March.

Overwatering can inhibit growth and plant health, and requires more frequent trimming and other costly maintenance.

Early Spring is a Great Time to Transition to WaterWise Landscapes That Will Save Water, Are Beautiful, and Easy to Maintain

This property obtained a 74% reduction in landscape water use due to a combination of drip/soaker turf, drought tolerant plants, and consistent leak detection.

Do Your Part. Be Water Smart.

For More Conservation Tips Visit the District website at www.MontecitoWater.com

YOUR LANDSCAPE IS THE BEST PLACE TO FOCUS WATER CONSERVATION EFFORTS

Summer Water Conservation Tips:

- When it's foggy, please remember to reduce your scheduled watering days and times by as much as 70%. Use the weekly water index on 5Water.org.
- Mow lawns every two weeks instead of weekly to protect them from the sun's damaging rays and heat.
- Large, well-established hedges and trees need little summer water. These include: pittosporums, oaks, olives, eucalyptus, pines and others. If needed, water them only once or twice DEEPLY all summer long. Never water oaks in summer; it can lead to disease.
- Make sure all the shrub and flower zones are on separate controller programs from the grass stations so they are watered less frequently (only every 8 to 10 days); shrubs and flowers need as little as half as much water as grass.
- To detect leaks, turn off all water sources and check your water meter. If the dial is moving, there are leaks.
- Set irrigation clocks to water in the morning, not at night, to avoid creating wet soil conditions which could lead to mold and fungus problems.

More Ideas to Maintain a Beautiful Landscape with Less Water

- Rotating nozzles and drip irrigation apply water much more slowly and uniformly than conventional spray nozzles, allowing water to soak into the ground instead of running off.
- Soil moisture sensors identify the amount of moisture below ground where the roots are and adjust sprinklers to water only when the soil below the surface is dry.
- Smart irrigation controllers provide the appropriate water schedule, adjust for weather changes, and irrigate based on the specific needs of your plants and landscape using satellite technology.

MONTECITO WATER DISTRICT

Like us on Facebook: facebook.com/MontecitoWater

Follow us on Twitter: [@montecitowater](https://twitter.com/montecitowater)

For More Conservation Tips Visit the District website at www.MontecitoWater.com

1645 New Techno Road, Montecito, CA 93141-1114 • 805-469-1114 • email: info@montecitowater.com • www.montecitowater.com
 President: David T. Smith | General Manager: Charles A. Newton | Treasurer: John S. Allen | Vice President: David L. Taylor | Director: Douglas Morgan | Director: Charles A. Newton | Director: David L. Taylor
 General Manager and Secretary: Anthony Jones
 Public Works Director: Paul W. Smith | Public Works Supervisor: John S. Allen

NCSO WATER SHORTAGE RESPONSE AND MANAGEMENT PLAN

Why Raising Water Rates for High Use is the Lowest Cost Way to Lower Water Use

Nipomo's Natural Underground Reservoir—the Nipomo Groundwater Basin, is currently the source of all our water. Pumped from the ground, treated and brought to your, door, day and night, yet costing only about 1/3 of a penny per gallon!

An Overused Resource. As our community has grown, the Basin has gradually become over-pumped. Rainfall is not able to keep up with growing water use. Worse, last year was the driest ever recorded in California history. Result: the groundwater table is dropping dangerously, and ocean saltwater is gradually infiltrating, contaminating the potable supply.

Ensuring a Long-Term Water Supply. The District has developed a three-track strategy to ensure long-term water supplies:

First, we have worked to protect the Basin. We are continuing a leadership role among local agencies in guarding the groundwater basin.

Second, we are increasing the water supply, investing in supplemental water supplies from Santa Maria's larger basin, to be available starting next year.

Third, we are developing a Water Shortage Plan to encourage customers to reduce water use in times of drought.

Proposed New Rates to Pay for Conservation and Supplemental Water.

Drought Plans and Rates. For each of five stages of increasing drought, the price of water would increase—partly to motivate conservation, but also to provide make-up lost revenue as water sales decrease. Using rates to motivate conservation is less costly than funding expensive conservation programs, hiring water police to catch water waster, etc. If the Drought continues, the District would limit or even cease providing water to new development.

Supplemental Water Rates. The District's rates are currently among the lowest in the region. But our low-cost groundwater supply is no longer enough. Supplemental water supplies requires costly new facilities, plus the costs to purchase water from Santa Maria. When supplemental water arrives beginning in 2015, a supplemental charge will be added to pay for that water.

Conserve Water Now. There is never enough water to waste. We encourage customers to increase conservation and to participate in the public review of the drought plan. Watch for information, contact us to answer questions and provide input.(324 words.)



NOVATO SANITARY DISTRICT

500 DAVIDSON STREET • NOVATO • CALIFORNIA • 94945
PHONE (415) 892-1694 • FAX (415) 898-2279
www.novatosan.com

FOR IMMEDIATE RELEASE
May 29, 2018

Contact: Sandeep Karkal, P.E.,
General Manager-Chief Engineer
(415) 892-1694

Novato Sanitary District Earns Numerous Recent Awards for Service Excellence

This year, Novato Sanitary District received numerous awards for excellence in the areas of treatment plant performance, financial reporting, wastewater collection system performance, and laboratory testing quality.

Earns Rare Platinum Peak Performance Award – Again! The National Association of Clean Water Agencies awarded NSD's Wastewater Treatment Plan the Platinum6 Peak Performance Award, given for perfect permit performance records over six consecutive years. This is the second year in a row that the District has earned this recognition. Each year, only about 125 treatment facilities earn the exceptional "Platinum" honor out of more than 16,000 plants nationwide.

Award for Reporting How We Use Ratepayers' Money. For the seventh year in a row, NSD received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) for its Comprehensive Annual Financial Report (CAFR). This certificate is the highest form of recognition in government accounting and financial reporting. The award recognizes the District's commitment to transparency in how it uses ratepayers' money to provide quality services and its successful record of clearly communicating its financial information to the public at large.

Award for Outstanding Sewer Collection System. The California Water Environment Association (CWEA) recognized NSD for Outstanding Professional Accomplishments among small Collection Systems statewide with a Second-Place award. In November 2017, the District achieved a first-place award in this category from the local Redwood Empire Section of CWEA, which qualified the District for the statewide award.

Our Laboratory Earns Certificate of Excellence for Proficiency in Water Testing. The District's laboratory was awarded a Certificate of Excellence by a national accreditation entity, for achieving 100% acceptable proficiency testing data from among 1,004 participating laboratories nationwide. This is the third year in a row that the District has received this award under the guidance of Liz Falejczyk, Environmental Services Director for Veolia Water at the District. Congratulations to Liz and her team!

PREVIOUS WORK EXAMPLES: Example of a web page with extensive custom-coded online forms

Goleta Water District – Customer Forms Portal

The screenshot displays the Goleta Water District website's Customer Forms Portal. The header features the district's logo, a navigation menu with links like Home, About, Customer Service, Water Rates, Agendas & Minutes, Documents, District Budget, Water Quality, Cachuma Project, Water Supply, Services, News & Media, Conservation, Rebates & Incentives, and Online Tools. Social media icons for Facebook, Twitter, and YouTube are also present, along with a search bar and buttons for 'Pay My Bill' and 'Recursos en español'.

The main content area is titled 'Customer Service' and is divided into two sections. On the left, a grid of ten blue buttons with white text provides quick access to various services: 'How to Contact Us', 'Open a New Account', 'Online Billing and Payment, and AutoPay', 'Close Account', 'Change Mailing or Billing Address', 'Add Secondary Contact', 'Add or Change Email Address', 'Add or Change Phone Number', 'Leak Adjustment Request', and 'Questions? Request a Call or Email Back'. On the right, a 'Customer Service Quick Links' section lists the same ten services with expandable arrow icons.

Customer Service	
How to Contact Us	Open a New Account
Online Billing and Payment, and AutoPay	Close Account
Change Mailing or Billing Address	Add Secondary Contact
Add or Change Email Address	Add or Change Phone Number
Leak Adjustment Request	Questions? Request a Call or Email Back

- Customer Service Quick Links
 - › How To Contact Us
 - › Open a New Account
 - › Close Account
 - › Online Billing and Payment, and AutoPay
 - › Change Mailing or Billing Address
 - › Add Secondary Contact
 - › Add or Change Email Address
 - › Add or Change Phone Number
 - › Leak Adjustment Request
 - › Questions? Request a Call or Email Back

PREVIOUS WORK EXAMPLES: From a website we developed
[Sausalito Marin City Sanitary District](#)



Only Flush Toilet Paper

Never Flush Wipes, Paper Towels, or Anything but Toilet Paper

- Wipes cause costly, messy, unsanitary clogs and spills.
- Microfibers can shed off wipes and enter the environment.
- Masses of wipes and other non-flushables can damage treatment plants.

[Check out this Video](#)



PREVIOUS WORK EXAMPLES: Custom designed and coded semi-animated web page
[How the treatment plant protects our community](#)



APPENDIX 3: EXAMPLES OF OUR EXPERIENCE

EXAMPLES OF EXPERIENCE: General Outreach Programs

Las Gallinas Valley Sanitary District. Worked closely with this sanitary District on extensive community involvement and outreach, including: a series of newsletters, facility tours, newspaper outreach and more, video, crisis management and more. Also developed and mailed 218 documents for a successful proposition 218 rate program and a program to get people to fix their laterals..

Leucadia Wastewater District. Developed general outreach program including development of new design “look and feel” and branding that was carried out across all their outreach materials. This project included construction outreach for a pipeline near businesses, a resort and along a major roadway. We also carried out the initial outreach on development of a new headquarters. This project include a regular newsletter, web work and other general outreach, including outreach to peer agencies on a recycled water project.

Goleta Water District. Spanning almost three decades, Rauch Communication Consultants has provided extensive outreach on every conceivable issue for Goleta Water District

- Ongoing newsletter
- Develop support for recycled water program and development of facilities.
- Supported election wins.
- Helped organize and facilitate citizens committees on controversial water supply and rate issues.
- Intensive press support, including Op-eds, write in campaigns, interview support and more.
- Develop presentations and help facilitate public meetings.
- Brochures on recycled water and development of a general brochure.
- Event planning for former Water Awareness Day.

Montecito Water District. For almost thirty years, Rauch Communication Consultants provided outreach for this water district. Wrote and designed a quarterly newsletter for over 20 years. Developed outreach that supported election wins for controversial water projects, supported development of new water supply sources, extensive conservation campaigns, emergency communication after fires and floods, and numerous rate increase programs.

Diablo Water District. The agency was facing negative public opinion based upon a wrong perception of high rates and consolidation threats from a neighboring city. RCC developed a strategic plan after conducting a customer phone survey and put together a comprehensive public outreach program. The result was a positive public image for the agency. Outreach included development of a new website, facilitation of neighborhood meetings and outreach for facilities projects, development of displays for community events and more. Today, Diablo Water District is a highly respected local community leader

EXAMPLES OF EXPERIENCE: WATER SUPPLY PROGRAMS

North Bay Water Reuse Authority. RCC provided public outreach for this regional (3-County) Water recycling program that is beginning construction early in 2012. As part of this project, we developed extensive outreach materials and current understanding of issues the public may be concerned about: use on schools and parks, overall safety of recycled water, carbon footprint of recycled water, examples of local use and more. This project featured extensive use of electronic communications: web, blog, e-news, etc; public meetings in three counties; tours for county, state, and federal officials; and more.

Goleta Sanitary District/Goleta Water District Recycled Water Program. Goleta Sanitary District in Santa Barbara County built a water recycling plant, selling the water to Goleta Water District, a separate agency. Rauch Communications provided outreach services to both agencies. RCC carried stories for over a year in newsletters, explaining recycled water and its environmental benefits along with construction progress reports. RCC also emphasized the theme of cooperation between local agencies. The program was instituted successfully.

Montecito Water District: Water supply project election wins and rate increases. In a historically “no growth, no new water” coastal region, RCC helped develop public consensus to support a major water supply facility, including their share of a \$600 million pipeline from the State Water Project, and an accompanying steep rate increase. The agency won two public elections on the program and maintained public support after the project faced a strong counter-campaign. During a drought in 2007-08, we helped carry out a conservation campaign that decreased by demand by over 23%. RCC also helped the District change its rate structure and raise rates and fees several times.

Upper San Gabriel Valley Municipal Water District—successful recycled outreach despite intense opposition. Upper District designed a water project that would percolate and/or inject recycled water into the ground. The District faced well-funded and organized attacks during the initial CEQA and design phase. An intensive outreach program was provided for community leaders, the press, and residents. The District patiently and persistently explained the program, answered questions, and responded to concerns. Highlight was a series of bus tours to the recycled water plant, arranged through the League of Women Voters. Reception was excellent, opposition eventually faded, and the outreach has been declared a success.

“Our District developed a major project to introduce recycled water into the groundwater, and under very strict conditions, later withdraw it as potable water. This was naturally a sensitive situation, but it was greatly aggravated by a concerted effort by a small, well-funded group to defeat the project. There are major Superfund groundwater contamination sites in our region, which made it an even more challenging situation to develop public understanding and support. Ugly statements appeared in full page newspaper ads; there were nasty and false accusations thrown around, and some major corporations lined up in opposition.

Rauch Communications was called to counter the false and aggressive advertising campaign. Together, we listened to our constituents, developed effective messages, and communicated through many means: community committees, special tours, newsletters, press relations, speakers’ bureau and so forth. It took a long time, but working together with Rauch Communications, we finally arrived at the point where the opposition backed down and the District prevailed. Rauch Communication Consultants was an excellent partner under very difficult circumstances.” Tim Jochem, General Manager

Cambria Community Services District. Following a lost election, build community support leading to an election win. The client had suffered an election defeat following an attempt to develop a new water supply for the community. RCC facilitated a large Citizens Committee of over 20 people that worked with the engineer and client to redesign a desalination facility in a manner that could develop community

support, pass CEQA and be funded. Extensive public outreach was carried out along the way. The result was a 68% public election victory.

Pajaro Valley Water Management District. Helped district recover from an election defeat. Helped recover from a lost election and intensive attacks by local groups and public agencies to develop a public support for a Basin Management Plan and groundwater charge that culminated in a successful election. This project required rebuilding the CEQA and technical studies from the beginning with intensive public input. It involved working with local farm groups, individuals, the local city, county, and other agencies and individuals to craft a project that would meet area water needs at a reasonable cost.

Scotts Valley Water District. Worked with this water supplier in the late 1990s and early part of this decade that was suffering from falling groundwater levels to develop support for their recycled water program. The program involved first getting the public to understand their water supply challenges, then to understand the beneficial and cost effective place for recycled water in their water short community.

The program was successful and the District found willing customers for their water.

Key elements of the program included message development as well as assistance with presentations and meetings with community groups, property owners, the City, Schools and others.

EXAMPLES OF EXPERIENCE: RATE PROGRAM OUTREACH

City of San Rafael. Newsletter and Budget Document. Developed City of San Rafael newsletters and special budget document. The document was designed to help citizens become more engaged in the budget process.

Goleta Sanitary District. Carried out extensive outreach programs from the 1980s to around 2017. This outreach program was centered around a long running and successful newsletter, annual open house, and included promoting and supporting the District through many issues throughout the years, including numerous rate increases.

La Cumbre Mutual Water Company supermajority vote. Worked with this mutual water company to develop an outreach program resulting in a super majority vote to increase charges to fund a critical capital facilities loan.

City of La Puente. Developed a successful outreach program to approve a new city sewer service charge. This program was fully bilingual in Spanish and English.

Sausalito-Marin City Sanitary District. Faced with a need to impose a high rate increase under intense time pressure and having a low public profile, the agency turned to RCC. While developing an overall strategy and timelines for the rate increase, RCC conducted a general outreach program to explain to customers the agency's excellent and economical service record. Despite some initial opposition, the new rates gained general public acceptance and praise from initial opponents.

South Coast Water and Sanitary District. This district was formed from a merger of three agencies with five service areas. With an uncertain Board consensus and negative press coverage, a complex and controversial rate change called for varying increases in each service areas of up to 50%. A full-scale public outreach program resulted in the changes being approved unanimously by the Board.

Tamalpais Community Services District. Developed and helped the District implement a full-scale outreach program to increase rates using web updates, a series of newsletters, newspaper outreach and more. Also developed and mailed 218 documents.

City of El Monte. Developed and implemented a successful outreach program to approve a new city sewer service charge. One notable feature of this program was that some materials were prepared in English, Spanish, Chinese and Vietnamese.

City of San Rafael Sanitary District. Developed outreach materials leading up to successful proposition 218 rate increases.

Sanitary District No 5 of Marin County. Developed and implemented three successful outreach programs, including preparation and mailing of the Proposition 218 documents to increase rates in the communities of Belvedere and Tiburon.

San Antonio Water Company. During a period when the company had been under sustained attack by opponents, we planned and facilitated a citizens committee that helped develop a new rate structure that was later adopted. Previously, the controversial issue had stymied the Company.

Cambria Community Services District: Following a failed election and firing of a general manager, organized and facilitated a citizens Committee that helped lead to a successful majority election to pay for a desalination project.

City of San Rafael: Support on Multiple Issues. Produced a special budget summary to assist with public participation and understanding of City budget realities. Also produced a city wide newsletters, including introductory information about to-come assessment votes to meet City needs.

EXAMPLES OF EXPERIENCE: SUCCESS AMID PUBLIC CONTROVERSY AND DISAGREEMENT

Helping a District Under Siege Complete a Major Project and Regain Public Understanding and Support.

This example describes how we helped a public agency survive a long period of constant challenges, negativity, and attack, and emerge with a strongly positive public image. For several years as the district planned, conducted CEQA, and approved a new treatment plant, the Sanitary District was under near daily attack. The primary source of contention was a public controversy over transferring public agency staff to a private contractor that would operate the District's treatment plant. The District endured a constant stream of negative headlines, opponents at every Board meeting, flurries of threatened and actual lawsuits, a referendum opposing the District's decisions, and was beset by many additional challenges that were amplified and made worse by opponents of the District's plans:

- Following a false accusation, federal agents raided the District, closing its offices, carting away computers and files, and placing a legal indictment against District managers that was not resolved for several years.
- The District was assessed large fines by regulators for spills, and was on the high end of the statewide list for volume of sewer spills,
- The District's bank account was defrauded (no fault of the District) of \$500,000 and District staff were repeatedly and falsely accused of fraud in local media.
- A contractor's mistake led to an electrician being killed in an accident and the District was blamed by opponents for incompetence -- though they were not at fault.
- A local resident fell into a District manhole and was injured.

Rauch Communication Consultants helped the District carry out intense outreach through that several-year period of difficulty, and successfully complete a CEQA process, engineering design, rate increases, through construction and operation of the treatment in the early 2000s. Our work with the District continues with an outreach program that has supported the District through virtually every type of routine and crisis management — successfully helping the District emerge with a strong and positive image.

Every form of outreach was used, including: speakers bureau, mailed and emailed newsletters, videos, press support, direct outreach to stakeholders (special letters, mailings and e-mailings to key stakeholders, one-on-one discussions with key individuals); participate in community events, school outreach, web updates, and more.

The result: even during the period of crisis challengers describe the district as running smoothly, of being fiscally sound and offering good value. Today, the District is well respected and working smoothly.

On the following page are a few headlines from newspapers indicating the challenges and success of the District.

No Brown Act Mess at [REDACTED] Sanitary

District Attorney Dismisses Claims of Open-Forum Violation

By Jason Walsh

Pacific Sun, January 28, 2010

The [REDACTED] Sanitary District has been under fire for months regarding the EPA investigation, which was launched as a raid last spring after the agency received anonymous calls alleging illegal spills at the district. Further controversy arose...

[REDACTED] Sanitary District Sorts Plans in Wake of Federal Raid

By Brent Ainsworth

Marin Independent Journal, May 5, 2009

The board of directors of the embattled [REDACTED] Sanitary District met in a special session Monday to authorize legal fees after federal agents last week raided the district's office

In Marin County a Public Fight Over Private Control Of Sewage

By Dick Spotswood,

The New York Times, December 4, 2009

Mrs. [REDACTED], 59 soon became a woman obsessed... her campaign, which included a petition drive, was met with a strong counterattack by the [REDACTED] Sanitary District board and others...

Stench From [REDACTED] Sanitary Plant Infuriates Neighbors

Rob Rogers

Marin Independent Journal, December, 2, 2010

Challengers in the [REDACTED] Sanitary District race concede that the district runs smoothly, is fiscally sound and offers its ratepayers a good value for its service.

Some Signs of Governmental Common Sense

By Dick Spotswood,

Marin Independent Journal, October 9, 2011

[REDACTED] Sanitary District directors voted to privatize operation of their sewage plant. Despite a major brouhaha, they stuck to their guns. The plant is now operated as efficiently and economical as promised.

Sunset Pointe Lighting and Landscape District successful assessment election. Following a failed election, helped the District re-engage with their community, modify their plan and assessment, and win a successful assessment election.

Sacramento Regional County Sanitation District. Facilitated major change in a project leading to public support. A wave of animosity and mistrust arose in the public during the CEQA and design phase of the agency's multi-year plan to build a large diameter (12 foot), pipeline through a residential community. The project was frozen and RCC was asked to provide improved and proactive public engagement to other public agencies, local schools, churches, businesses, homeowners, and others. The result was to reopen lines of communication and build trust with the public. In response to public input, the sponsoring agency agreed to build a portion of the project by tunnel rather than open trench and then build the next trenched

section at the same time to decrease the overall impact on the community, keep the project on schedule, and lower costs. The community accepted the project, which was completed successfully.

Diablo Water District threatened by consolidation. The agency was facing negative public opinion based upon a perception of high rates and consolidation threats from the City in its service area. The project began with in-depth customer phone interviews of a wide range of customers. This provided the initial understanding of public concerns upon which the comprehensive public outreach program was developed. Today, Diablo Water District is a highly respected public agency.

Arcade Water District. Build support for this District that was struggling with an aging and worn system. Worked with client on major master planning effort, pre-design, and design through construction. After extensive public engagement in the redesign for over two years, the public accepted the Master Plan and the steep required rate increases to pay for the work—100% rate increase the first year followed by four 25% rate increases in following years.

City of Santa Barbara. Work with City and public to develop an acceptable plan to cover a reservoir. This project started after a boil order caused public concern and required a major response from the City. The project involved covering a formerly open reservoir in an area with high fire danger and lots of community concern and engagement through the CEQA, design and construction periods. Facilitated a series of stakeholder's meetings on options and limitations for covering the reservoir. It resulted in consensus on options for a solution, followed by an extensive outreach program and unanimous approval by city officials without appeal or lawsuit. This project involved focus groups, facilitating a citizens committee, close work with neighbors and interested parties, etc.

Casitas Municipal Water District Fish Ladder. The District was required by regulators to build a Fish Ladder to protect endangered steelhead. There were extensive efforts during the CEQA and design phases by differing groups both in support and opposition—a couple of hundred upset people attended one public meeting in this small community. The concerns focused around how to share the limited water supply among fish, agriculture and urban uses, costs and more. After a long and extensive public engagement program a compromise solution was found, and the project was completed.

Santa Fe Irrigation District Conservation and Rate Structure Changes. The District was faced with a double challenge: its customers have very large properties, and many are large water users. During a severe drought there was a need to cut water use dramatically while changing the rate structure and raising revenue. There was organized opposition and support for the various changes. Extensive media coverage—including in the national television and press added pressure and negative attention. Many hundreds of people attended one large public meeting. An extensive engagement program over more than a year led to solutions that were approved by the Board and implemented.

Respond to Social Media Attack at Nipomo Community Services District. Well after midnight one night, a famous environmental activist attacked one of our clients on their social media accounts regarding fluoride in a project's water supply. Hundreds of people quickly jumped in with negative attacks on the District and there was a media field day with negative television coverage on several challenges, negative newspaper coverage and unrelenting attacks on social media. Our social media expert and senior consultant worked with their staff every day, practically around the clock determining how to respond in all media venues. Within a few weeks the wave of attacks was subsided, and the District was able to return to business and complete the project.

EXAMPLES OF EXPERIENCE: BRINGING TOGETHER PARTIES TOGETHER:

Rauch Communication Consultants LLC (RCC) is skilled at bringing together parties with different interests and perspectives, working with them to resolve difficult situations, and assisting in the resolution of conflicts. Some examples of our experience follow:

- **Monterey Regional Water Pollution Control Agency and Marina Water District.** Helped to resolve issues surrounding a joint project to develop a recycled water marketing distribution program, along with related issues. Several workshops were conducted with representatives from both Boards, legal counsels, and general managers.
- **Conjunctive Use Working Group.** Worked with dozens of water agencies and stakeholders about use of vacant storage space in the Central and West Coast Basin of Los Angeles County. They did not reach full agreement but identified many potential joint projects that have been used over time. Funded by the State Department of Water Resources.
- **San Diego County Water Authority Water Storage Plan.** Facilitated monthly discussion meetings with over 20 water agencies and the Water Authority in developing a countywide water storage plan. Relationships among the players were difficult initially, but we successfully reached consensus on a plan.
- **Big Bear Municipal Water District and San Bernardino Valley Municipal Water District Legal Dispute.** Facilitated a solution to a long-simmering water dispute following years of court fights in a single Board-to-Board meeting.
- **Three Valleys Water District Regional Water Supply Plan.** Assisted agency to begin building consensus on regional conjunctive use plan with numerous member agencies. Involves, strategizing, planning, communicating, facilitating both internally with the Board and externally with member agencies and the press.
- **Friant Water Authority.** Worked with this large Board of 23 that were divided into many camps and subgroups and becoming near paralyzed with dissension. We helped them to rebuild the group from the ground up with new governance, new CEO and a strategic plan that is being implemented. The organization is now flourishing.
- **San Luis Delta Mendota Water Authority.** This large Joint Powers Authority was struggling to function effectively as it lost key executive staff and there were disagreements and lack of consensus on the Board on how to move forward. An extensive strategic planning process rebuilt consensus on the way forward, including the hiring of new executive leadership. The Board and staff leadership are moving forward strongly and effectively under the new consensus.
- **Kern County Water District Strategic Plan.** Developed a complete strategic plan for a regional water agency working with a large and sometimes contentious group of member agencies.
- **Big Bear Municipal Water District and San Bernardino Valley Municipal Water District Legal Dispute.** Facilitated a solution to a long-simmering water dispute following years of court fights.

APPENDIX 4: ABOUT FLASH VOTE

Modern Scientific Surveys for Governments

FlashVote has developed patent-pending scientific survey technology to get statistically valid community input in 48 hours. We built our multi-channel (email, text, phone) solution from scratch, with ongoing guidance from citizens and local government agencies. FlashVote is trusted by counties, cities, towns and special districts across the country.

Online surveys are unscientific and give you unreliable data. Mailed surveys may be randomly distributed, but responses come overwhelmingly from seniors with free time. Traditional phone surveys have gotten less reliable and more expensive as landline usage has declined. Non-response errors are now a major problem.

FlashVote has modernized scientific survey technology to connect with residents the ways they communicate today – by email, by text and by phone calls. We’ve made surveys shorter, easier and more convenient for higher response rates. We even have optional multilingual service so residents can use their preferred language.

We’re the experts in scientific public input so we also include professional survey design, drafting and editing. You know what you want to know, but we help you ask the right questions. Once we launch, our automated surveys collect statistically valid input in just 48 hours from launch to complete results.

FlashVote results are reported immediately at the end of each survey in a simple interactive dashboard that is intuitive for officials and citizens alike. See real results for a “Water Service and Brand” survey here:

<https://www.flashvote.com/cvwdwater/surveys/cucamonga-valley-water-service-and-brand-07-17>

Counties, cities, towns and special districts are using FlashVote to help update plans, design facilities, understand priorities, measure satisfaction, get ideas, test solutions, track performance and much more.

By making survey data up to 90% faster, cheaper and easier than traditional surveys, government officials can use FlashVote to get reliable community input on any important issue, right when they need it.

How FlashVote Works

FlashVote is the easiest way for residents to give you statistically valid input. Surveys are short, professionally written and designed to be very easy to take.

Each one minute survey is limited to 5 questions and goes through an extensive, quality control process which ensures it is readable, unbiased and targeted to citizen expertise. We also require the minimum contextual information required for users to provide maximally informed responses.

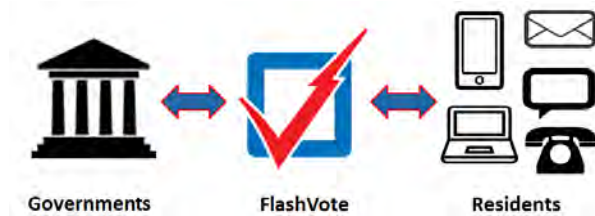
1 Minute to take a survey	48 Hours for full results
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The FlashVote system is designed to support panel-based and outbound scientific surveys. We can assist our customers with targeting residents, parcel owners, utility customers, visitors or any combination.

Panel invitations can be made by a combination of offline channels (postcards, newsletters, bill inserts, etc.) and online channels (email, social media, etc.) with the ask being to “help make the community better”.

This prevents biasing the sample with people attracted to a specific survey topic. The goal is typically to get a sample of 250 to 600 people (+/- 6% to +/-4% margin of error) to respond to surveys.

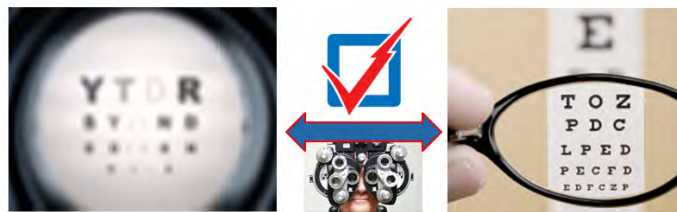
People who join FlashVote choose how they wish to be contacted. Emails, texts and phone calls are the notification options. We include a phone only signup option for total inclusivity.



Once the initial panel of users has joined, surveys can be launched on demand, with results ready in 48 hours. New surveys can be launched every few months or every few weeks as needed.

One advantage of our approach over traditional scientific surveys is that we can track improvements over time without any error, because we can look at how the same participants answer the same questions over time. This means that a rating that increases from 3.2 to 3.4 is real, not just noise in the data.

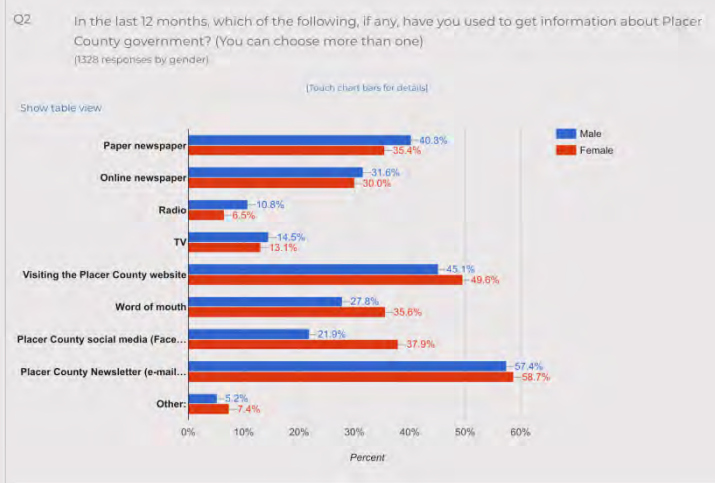
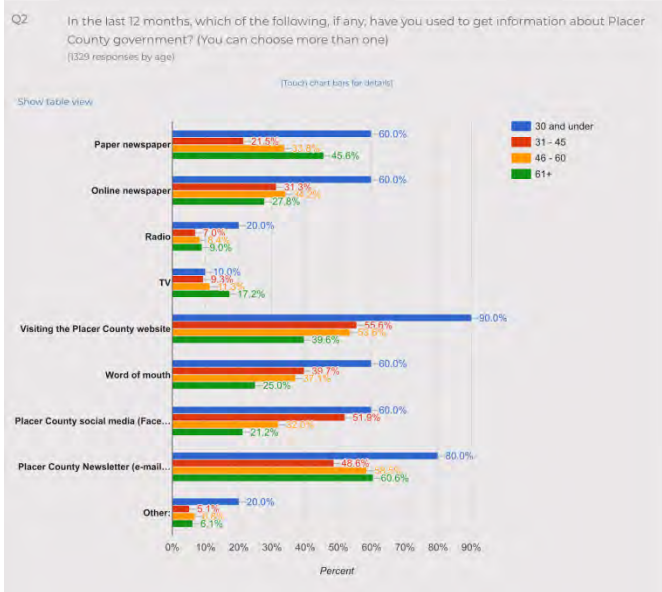
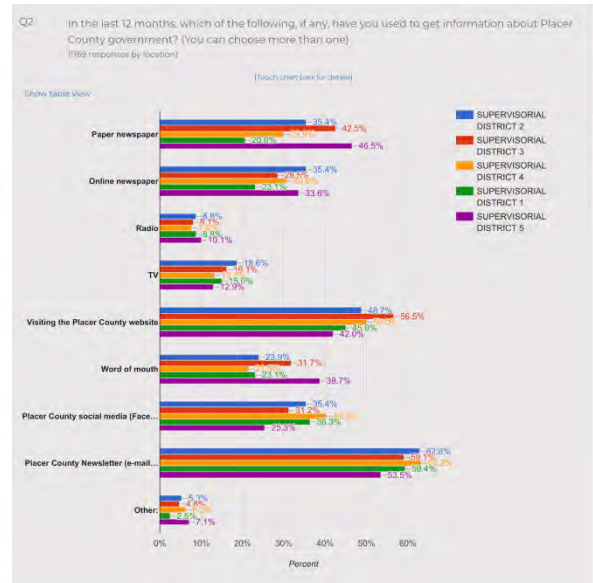
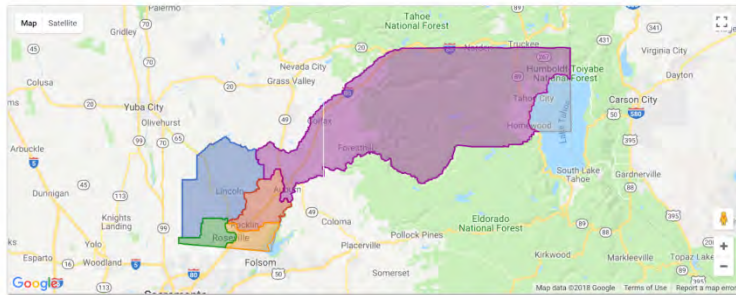
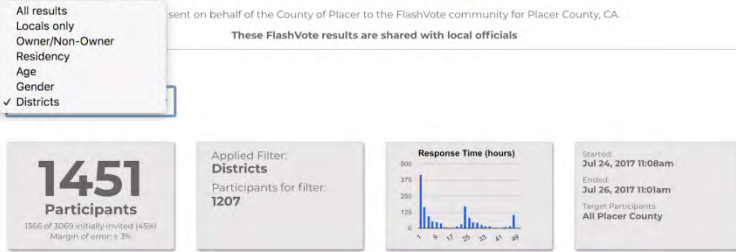
A second advantage is that we can iterate with surveys by using the data from one to inform future surveys. This means that we can go from open-ended information to fixed comparisons or A vs B to B1 vs B2.



A third advantage of our approach is our precise geographical analytics. About 90% of participants give us a physical address that we geocode to a point on a map and to subregions like electoral divisions.

As an example of survey results, here are screenshots from the Placer County “Communication Preferences” survey:

Results: Communications Preferences



As an example of survey questions for a water district's communications survey, here are the results from the Cucamonga Valley Water District's FlashVote survey on Customer Communications and Information:

Results: Customer Communications and Information

Survey Info - This survey was sent on behalf of Cucamonga Valley Water District to the FlashVote community for Cucamonga Valley Water District, CA.

These FlashVote results are shared with local officials

Filter results by

Locals only

481
Participants

#95 of 116 initially invited (84%)

Margin of error: 3.4%

Applied Filter:

Locals only

Participants for filter:

457

Response Time (hours)

Started: Jan 24, 2018 3:39pm

Ended: Jan 26, 2018 3:33pm

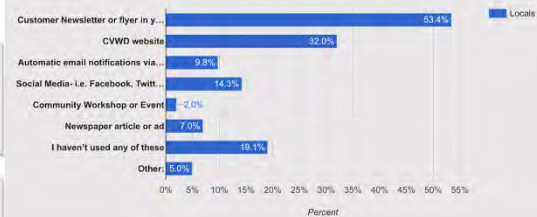
Target Demographics: All CVWD

Q2 In the last 12 months, which of the following, if any, have you used to get information from CVWD? (Choose all that apply)

(440 responses by locals)

Show table view

[Touch chart bars for details]



bill
water
cvwd
call
phone

Unfiltered responses

Postcards & Flyers

I call CVWD when I need info.

Walked into their office.

attended CVWD meetings

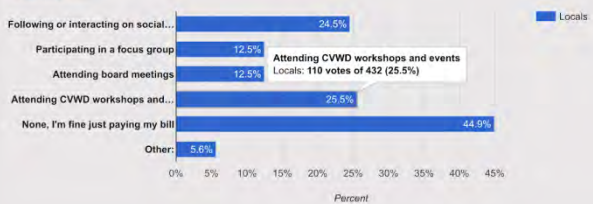
Q4 In which of the following ways, if any, are you interested in engaging with CVWD?

(Choose all that apply)

(432 responses by locals)

Show table view

[Touch chart bars for details]



bill
sure

Unfiltered responses

Telephone

Cost and rate reduction

Previous answer to the previous question

flash voting

phone

Show next 5 responses

Show all 17 remaining responses

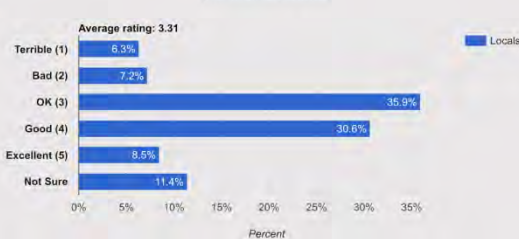
Show all 17 remaining responses

Q1 Please rate the job Cucamonga Valley Water District does of providing you the information you want:

(457 responses by locals)

Show table view

[Touch chart bars for details]

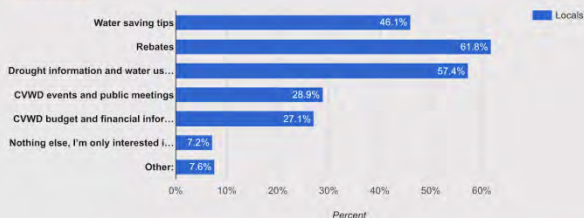


Q3 Besides the information in your water bill, which of the following types of information, if any, are you most interested in receiving from CVWD? (Choose all that apply)

(432 responses by locals)

Show table view

[Touch chart bars for details]



water
board
lower level know

Unfiltered responses

Water analysis fluoride? Contaminants? Minerals (hard water)?

I called concerned I had a leak. She replied I had a little one but not to worry about it.

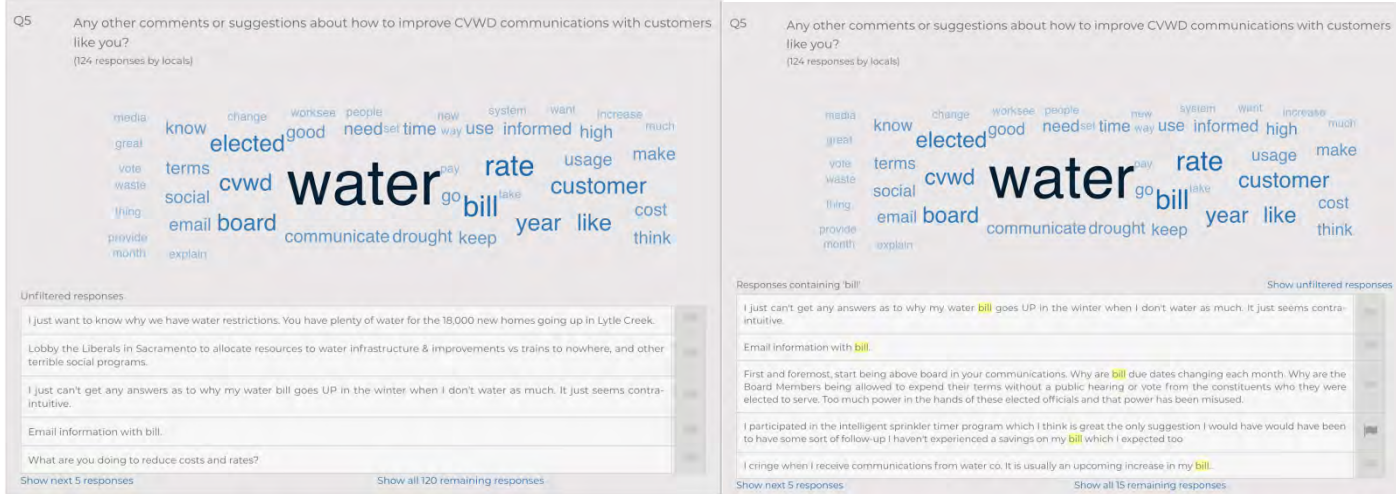
Level of contaminants like Chromium 6

Explanation of additional fixed fees regardless of water usage.

Your decision to get straight about the elections you have bypassed. This is unthinkable.

Show next 5 responses

Show all 29 remaining responses



APPENDIX 5. WHAT OUR CLIENTS ARE SAYING ABOUT US

"There are a lot of public relations firms that put out nice newsletters and send out standard public information materials. But in a tough situation, I want to have Rauch Communication Consultants on my side.

You were always looking ahead, working to solve problems before they occurred. You were also willing to challenge project decisions when you thought we were going in the wrong direction. You gave us insight into people, and used a bulletproof process to track all the details and complicated interactions between the project team, policy makers and the public..."

Meredith Husted Sacramento Regional County Sanitation District

Throughout the project, your guidance and counsel were insightful and invaluable. Your years of experience working with water industry clients on public information and strategic planning efforts were clearly evident. In addition, your project management skills and ability to juggle multiple deliverables at once is commendable.

Several aspects of the outreach program bear your signature mark. One is the customer service log that you so diligently championed and utilized as vital input to the program. The other is the series of community forums for which you so ably prepared Mike and me. Another is the final customer newsletter that received commendations across the board from our Directors, staff, and customers.

Betty Burnett, AGM, South Coast WD

"Thank you...for a fine overall public relations campaign...on the very complicated and political education process concerning our water needs and needs for steelhead fish. Your media outreach, organizing large public meetings, support materials, letters, press release, and newsletter all helped to positively change the public attitude about water in the Ojai Valley and west Ventura County."

Chuck Bennett, Director, Casitas Municipal Water District

Rauch Communication Consultants Inc. has been in charge of the public outreach for Novato Sanitary District for the past six years. Over that time, they did the outreach for our \$90 million wastewater treatment plant upgrade project and the rate increase to fund the project. In both cases, the public outreach program resulted in very positive public support of the District's programs.

I have come to rely on them for very quick responses on a number of occasions. Most recently we had an odor complaint from neighbors of the treatment plant. Martin provided talking points for the press within hours of being contacted. He also assisted on short notice to prepare a presentation for the Board of Directors and develop an outreach program to the neighborhood.

Beverly James, GM Novato Sanitary District

You have helped us to successfully convey to our customers the importance of the work we are doing for them in providing them with water service. I receive complements on a regular basis from members of the public on the newsletters you prepare for us and how well they tell the story of Diablo Water District. I believe the best indication of how the work you have done for us has been received by our customers was in the public opinion poll that was conducted by the City in which our customers ranked the reliability of our water service second highest only to the fire department who of course is able to provide reliable protection due to dependability of our water system.

Mike Yeraka, GM, Diablo Water District

"Your guidance and counsel were insightful and invaluable. Your years of experience working with water industry clients on public information and strategic planning efforts were clearly evident . . . your project management skills and ability to juggle multiple deliverables at once is commendable."

Betty Burnett, AGM, South Coast WD

APPENDIX 6: OUR APPROACH TO OUTREACH AND ENGAGEMENT

outreach and engagement work is based on proven public engagement approaches learned through almost five decades of experience with hundreds of projects dealing with all the issues identified in the RFP, and many other issues of community interest. Here are selected highlights of our approach.

Establish the Legitimacy of the District as knowledgeable, fair, and public spirited. Establish the legitimacy of its problem-solving and decision-making process by ensuring that it is expert, fair, and transparent. Also, that it is the appropriate agency for taking action.

Focus on community engagement. This involves genuinely hearing public ideas, questions, and concerns and bringing them into the decision-making process. This must be accomplished so that the staff and the board can respond appropriately: continue moving forward or make changes in direction when it is beneficial and fair to the community, and meets legal, regulatory, and other boundaries the public agency must work within.

People learn step-by-step. Stakeholders need time to assimilate new information, ask questions, and feel comfortable. The District must present accurate information incrementally and provide opportunities for input over time so that the District can then adjust strategy, approach, or even refine the project if appropriate. Run the outreach process in parallel with the technical and environmental processes, rather than waiting for results, so that the public grows to understand and support the process with you.

A whole-district approach. Organizations, like people, build relationships and reputations over time. When a project, program or aspect of a district is under dispute or attack the entire District's reputation is at play. The District will be judged and reacted to not just on the project at hand but on its overall effectiveness, quality of service, and fair treatment of both supporters and opponents. We, therefore, do not focus solely on the key issues or projects but on helping stakeholders to broadly understand how the District serves the community and build general support the District. We aim for even difficult projects with strong community challenges to result in not only completion of the project but increased understanding and support for the District.

Stay Focused on All Your Customers. There is usually a continuum of public engagement: a small constituency of people that are very engaged and often critical. They must be listened to and responded to. However, it is unfair and unproductive to get dragged into overly focusing attention, decision making and communication on that small majority. It is important to also recognize the other end of the continuum — the silent majority that are not engaged. The interests of the silent majority must be considered and focused on as well, and efforts made to inform them, meet their needs, and obtain their input and support. The task is to find solutions that best balance the needs of the entire community of stakeholders.

Obtain Informed Consent. In the complex situations you are facing it may not be possible to obtain complete consensus. However, it is often possible to develop Informed Consent, in which:

You DO obtain backing from your supporters.

You DO present a plan to resolve issues in a way that is credible and persuasive to people in the middle of the road.

You DO obtain the grudging willingness of opponents to go along with a course of action they do not necessarily like or support.

You DON'T need to turn opponents into believers...although it is worth trying. Informed Consent was developed by the Institute for Participatory Management and Learning.

APPENDIX 7: PARTIAL CLIENT LIST

ASSOCIATIONS, JPAs, STATE, FEDERAL, CORPORATIONS, AND OTHERS

Association of California Water Agencies (ACWA)	Sewer Authority Mid-Coastside
California Special Districts Association (CSDA)	Mission Research Corporation
California Association of Sanitation Agencies (CASA)	Stone Creek Company
California Department of Water Resources	Suburban Water Systems
Special Districts Institute	Boyle Engineering
California Sanitation Risk Management Authority	Dokken Engineering
California Association of Public Cemeteries	El Solutions
Friant Water Authority	McCormick, Kidman, and Behrens
WaterReuse Association	Pennfield and Smith
California Mosquito and Vector Control Association	Redwine and Sherill
American Desalting Association	White House Office of Policy Development
Association of Groundwater Agencies	National Water Resource Association
San Luis Delta-Mendota Water Authority	North Bay Watershed Authority
San Joaquin River Exchange Contractors Water Authority	San Gabriel Valley Water Association
North Bay Water Reuse Authority	San Gabriel Basin WQA
Faculty Association of Community Colleges	Santa Barbara Special District Association
National Water Resource Association	Cachuma Operations Maintenance Board
Water Education Foundation	Cachuma Conservation Release Board
Pacific Coast Association of Port Authorities	California Sign Association

LOCAL GOVERNMENT AGENCIES

BUTTE COUNTY	North Bakersfield Rec. and Park District	MARIN COUNTY
Oroville-Wyandotte ID	Inyokern Community Services District	Las Gallinas Valley Sanitary District
CALAVERAS COUNTY	Shafter Park and Recreation District	North Marin Water District
Calaveras County WD	LASSEN COUNTY	Sausalito-Marín City Sanitation Dst.
CONTRA COSTA COUNTY	Lassen Municipal Utility District	Tamalpais CSD
Diablo Water District	LOS ANGELES COUNTY	Sanitary District #5 (Tiburon)
Contra Costa Water District	Los Angeles County Park and Rec	Novato Sanitary District
Stege Sanitary District	Castaic Lake Water Agency	Ross Valley Sanitary District
Dublin San Ramon Service District	Central Basin MWD	San Rafael Sanitation District
EL DORADO COUNTY	Pico Water District	City of San Rafael
South Lake Tahoe PUD	Upper San Gabriel Valley MWD	Central Marin Sanitary Agency
IMPERIAL COUNTY	West Basin MWD	County of Marin
Imperial Irrigation District	San Gabriel Valley MWD	Novato Disposal Services, Inc.
KERN COUNTY	Water Replenishment Dst. of So. Cal.	San Quentin Village and Murray Park
Arvin Edison Water Storage District	San Gabriel County Water District	MERCED COUNTY
Indian Wells Valley Airport District	Main San Gabriel Basin Watermaster	Central California Irrigation District
Indian Wells Valley Water District	California Domestic Water Company	MONO COUNTY (and MADERA)
Kern County Water Agency	Pasadena Historical Museum	Mammoth Community Water District
West Kern Water District	Three Valleys MWD	MONTEREY COUNTY
North of the River Municipal Water District (Bakersfield)	Newhall County Water District	Marina Coast Water District
Oildale Mutual Water Company	Las Virgenes Municipal Water District	Monterey Peninsula Water Management District
North Kern Water Storage District	Conjunctive Use Working Group (?)	Monterey Regional Water Pollution Control Agency
Golden Empire Transit District	Palmdale Water District	Pebble Beach CSD
Terra Bella Irrigation District	City of Sierra Madre	NAPA COUNTY
Friant Water Users Authority	City of Arcadia	Napa County
Cawelo Water District	City of El Monte	Napa Sanitation District
Arvin Community Services District	City of La Puente	
	East Pasadena Water Company	
	Foothill Municipal Water District	
	Valley County Water District	

NEVADA COUNTY

Northstar CSD
 Truckee-Donner Public Utility District
 Tahoe Truckee Unified School District

ORANGE COUNTY

Municipal Water District of Orange County
 Mesa Consolidated Water District
 Los Alamitos County Water District
 SouthCoast Water District
 Serrano Irrigation District
 El Toro Water District
 Orange County Water District
 Costa Mesa Sanitary District
 Capistrano Beach County Water District
 Coastal Municipal Water District
 Midway City Sanitary District
 TriCities Municipal Water District
 Yorba Linda Water District
 Placentia Library District
 Laguna Beach County Water District
 Emerald Bay Service District
 Moulton Niguel Water District
 Orange County Vector Control

PLACER COUNTY

Foresthill PUD
 San Juan Water District
 North Tahoe Public Utility District
 Squaw Valley Public Services District

PLUMAS COUNTY

East Plumas Health Care District

RIVERSIDE COUNTY

Coachella Valley Mosquito & Vector Control District
 Mission Springs Water District
 29 Palms Municipal Water District
 Rancho California Water District
 South Mesa Water Company
 Elsinore Valley MWD
 Santa Rosa CSD
 Beaumont Cherry Valley Water District
 Santa Ana Watershed Project Authority
 Desert Healthcare District

SACRAMENTO COUNTY

County of Sacramento Public Works Agcy.
 Sacramento Regional County Sanitation District
 Fair Oaks Water District
 Arcade Water District
 Sacramento Metropolitan WA
 Carmichael Water District
 Rio Linda Water District
 Northridge Water District
 Rancho Murrieta CSD
 Cordova Recreation and Park District

SAN BERNARDINO COUNTY

Big Bear Municipal Water District
 Monte Vista Water District
 Big Bear Airport District
 Yucaipa Valley Water District
 Bear Valley Community Hospital District
 Bear Valley Community Services District
 City of Big Bear Water and Power Department
 Joshua Basin Water District
 Inland Empire Utility Agency
 East Valley Water District
 Big Bear Area Regional Wastewater Agency
 Victor Valley Water District
 Cucamonga County Water District
 San Antonio Water Company
 Chino Basin Watermaster
 ITI Desert Water District
 San Bernardino Valley Water Conservation District
 Big Bear City CSD
 City of Big Bear Lake
 Hi-Desert Water District
 West San Bernardino County WD

SAN DIEGO COUNTY

San Diego County Water Authority
 Padre Dam Municipal Water District
 Rincon del Diablo MWD
 Vallecitos Water District
 Helix Water District
 Leucadia Wastewater District
 North County Fire Protection District
 Olivenhain Municipal Water District
 Sante Fe Irrigation District
 Otay Water District
 Fallbrook Public Utility District
 Rainbow Water District
 Vista Irrigation District

SAN FRANCISCO COUNTY

Golden Gate Bridge, Highway, & Trans. District

SAN JOAQUIN COUNTY

Ripon Fire Department

SAN LUIS OBISPO

Templeton CSD
 Port San Luis Harbor District
 San Simeon CSD
 Cambria Community Services District
 Nipomo Community Services District

SAN MATEO COUNTY

East Palo Alto Sanitary District
 San Mateo County Harbor District
 Montara Water & Sanitation District
 Sewer Authority Mid-Coastside

SANTA BARBARA COUNTY

City of Santa Barbara

Goleta Sanitary District
 Montecito Sanitary District
 Carpinteria Sanitary District
 Santa Maria Public Airport District
 Goleta Water District
 Montecito Water District
 Cachuma Project Authority
 Goleta West Sanitary District
 Mosquito and Vector Management District
 Isla Vista Recreation and Park District
 Lompoc Hospital District
 Santa Barbara County Vector Control District
 Carpinteria Valley Water District
 Santa Ynez Community Services District
 La Cumbre Mutual Water Company

SANTA CLARA

Santa Clara Valley Water District
 West Valley Sanitation District

SANTA CRUZ COUNTY

Scotts Valley Water District
 Pajaro Valley Water Management Agency (Watsonville)
 Central Fire Protection District
 Santa Cruz FPD
 Soquel Creek Water District

SOLANO COUNTY

Rural North Vacaville Water District

TULARE COUNTY

Friant Water User Authority
 Visalia Public Cemetery District

VENTURA COUNTY

Camrosa County Water District
 Rancho Simi Rec. & Park District
 Casitas Municipal Water District
 Conejo Recreation and Park District
 Ojai Valley Sanitary District
 Calleguas Municipal Water District
 Meiners Oak County Water District
 Marina Coast Water District
 Camarillo Health Care District



Response to Marina Coast Water District Request for Proposals for Public Relations and Community Outreach Services

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LETTER OF INTRODUCTION

Paula Riso
Marina Coast Water District
11 Reservation Road, Marina, CA 93933
VIA EMAIL: priso@mcwd.org

Dear Ms. Riso:

KP Public Affairs (KP) is pleased to respond to the Marina Coast Water District's Request for Proposals for public relations and community outreach services.

The KP Team, with experienced communications professionals and an unparalleled team of water issue experts, is eager to apply our depth of knowledge and expertise to help you achieve your goals. We have a unique understanding of the regional dynamics and water issues affecting the Monterey region that will inform effective and persuasive communications and outreach strategies on behalf of your District.

Water districts are under increased scrutiny on issues relating to rate adjustments, supply management and reliability, compliance with existing and new public health requirements, consolidation, water quality, lagging infrastructure investment, and other matters. These issues necessitate timely and effective messaging to multiple audiences via multiple mediums. The Marina Coast Water District (the "District" and/or "MCWD") has also weathered a period of regional discord over water supplies, and change in leadership, and seeks new pathways to communicate a compelling new narrative about its mission, services and vision for the future through a well-executed communications campaign.

Our proposed program is based on the concept that the MCWD is a "trusted community partner and trusted leader," providing responsible, intentional, sustainable water stewardship for its customers. A thoughtful communications campaign and brand refresh will elevate your District's messages with local stakeholders, challenge negative perceptions, and instill confidence in the District's management, which will in turn help grow support for the District's short- and long-term goals. We detail that program in the pages that follow.

To ensure that our program has a return on investment, we will set specific benchmarks at the onset of our campaigns, revisit key performance indicators (KPIs) on an ongoing basis, revise course when needed, and hold ourselves accountable for achieving your goals.

Thank you for the opportunity to submit a response to your RFP. Please let us know if we can clarify or elaborate on any of the information contained in our response. We are willing and ready to enter into a contract with the Marina Coast Water District and enthusiastically perform the services you have requested.

Sincerely,

Alison MacLeod
KP Public Affairs
Email: amacleod@ka-pow.com | Mobile: 916-225-6317

EXECUTIVE SUMMARY

Historically, water districts have maintained a modest public profile. In times of stability and bountiful water supply, there has been little need for a higher profile or expanded strategies.

But we are living in times of unprecedented change and challenge. Districts in California must strategize to secure adequate water supply for many years in the future, sometimes with a result in which one party “wins” and one loses. Customer engagement can support those plans and help to bring them to fruition, remain agnostic, or play a pivotal role in forcing leaders to change course. Fostering good communication, with messages that are understandable and shared with disparate stakeholders, is a complex undertaking. But it is an effort that is critically important:

- Proactive communication allows the District to define itself, the value of its services and its positive impact on the region. In a void, others will do the defining.
- Regular and transparent communication allows the District to partner with, rather than dictate to, customers -- bridging the divide between the two. And a wide body of research shows communication is tied to customer satisfaction and trust.
- **Information provided by trusted partners yields acceptance of important new and ongoing initiatives.**

The Marina Coast Water District’s Strategic Plan, the North Star for operation and management, showcases the values of customer service, integrity, teamwork, innovation and transparency. A successful communications program will dovetail with this vision, painting a picture of your vision and values and clearly communicating those across the district and beyond.

Our program will connect the District to residents by positioning MCWD as the most well-run, most innovative, most trusted water district in the region and communicating in a personal, resonant voice to demonstrate its role as a respected local leader and its positive impact on customers. We will achieve this through a phased, overlapping communications program that includes refreshing the MCWD brand, delivers a compelling narrative about issues that matter, adds a variety of new communications tools to traditional outreach tactics, and yields engaged and informed stakeholders.

AN ENVIRONMENT OF CHALLENGES AND OPPORTUNITIES

In November of 2020, the Public Policy Institute of California (PPIC) released a Policy Brief on the challenges facing California water management; appropriately, the first word in the report is “volatile.” Due to prudent management practices, the District has largely avoided the “water poverty” stigma with which other local districts have been branded. But the District faces distinct issues of its own, and these dynamics create an environment replete with communications challenges and opportunities:

Water Supply. Dire drought conditions have significantly impacted water districts across the state; the Department of Water Resources ranked the 2020-21 water year as California’s fourth-driest on record. There is the pending likelihood of additional groundwater monitoring and limitations, less water supply and more curtailment orders, and potentially, mandatory rationing. More specifically in the Monterey region, debate over water supply has been raging for years. Cal Am’s efforts to pursue a desalination project in the City of Marina has been a major point of disagreement amongst elected officials, agencies,

and communities. The City of Marina and Marina Coast Water District have been working for years to try to inform the discussion about the impacts of Cal Am's proposed desal project, and the availability of water supply alternatives that could be achieved with less impact to the environment and ratepayers. Even more than in other areas of the state, businesses, residents, and community leaders are attuned to water supply issues and thus MCWD's sustainable water conservation practices and water procurement and supply security efforts must rank high in communications strategies.

Managing Regional Growth and Planning for Demand. The City of Marina was the second fastest growing city in the region over the last decade, with a growth rate of 13.4 percent and a current population of about 22,400 residents. The District must demonstrate that it has a responsible plan to sustainably and affordably meet the needs of this growing population.

Groundwater Sustainability. Management of groundwater in the region is essential, and controversial. The District has been designated by the California Department of Water Resources as the Groundwater Sustainability Agency for its jurisdictional boundaries within the Monterey Subbasin and the 180/400 Subbasin. As such, the MCWD GSA will need to communicate effectively with its customers, regional leaders, and state agencies regarding its Groundwater Sustainability Plans. The District will also have to communicate clearly regarding confusing issues of overlap with the Salinas Valley Basin Groundwater Sustainability Agency. There are issues regarding overdraft in the basin as well as seawater intrusion. Groundwater rights are hotly debated, and have been a point of contention with Cal Am's proposal to pump groundwater for desalination when they do not have rights to the groundwater basin. As we move through key milestones and implementation requirements according to the state's Sustainable Groundwater Management Act, the District has an opportunity to tell its story on how it is responsibly managing these resources now and for the future.

Water Recycling. Local efforts in coordination with the City of Marina and MCWD have been successful to date in raising awareness about the problems with Cal Am's desalination proposal and the reasons why Pure Water Monterey expansion is the preferred alternative, but this issue has been fraught with regional politics and drama for many years. But there has been progress in moving forward with expansion of the Pure Water Monterey recycled water project, which is a great example of conservation and sustainability. MCWD will need to continue to communicate effectively about the role of water recycling in the region and in the District, and demonstrate its position as a thoughtful, responsible water leader in planning for the future.

Rates and ratepayers. More than other areas, water users in the Monterey region have been very focused on rates due to many years of drama with CalAm and Measure J. Public Water Now and community advocates have been pushing out messages about how the Monterey Peninsula has the most expensive water in the country. There has been a campaign pushing for a public takeover of Cal Am, and the Monterey Peninsula Water Management District has been following the required processes for review and study. Against this backdrop, it is very important for MCWD to communicate clearly and effectively about its rates and distinguish itself from Cal Am. MCWD has much more affordable rates than Cal Am, and is also sensitive to issues related to environmental and social justice and the fact that it serves minority and disadvantaged communities. There is a high percentage of Marina residents in the accommodation and food service sector, a comparatively lower household income of about \$65,000 (compared to surrounding cities like Monterey, Pacific Grove and Carmel), and higher percentage of persons living in poverty. The District must shape its narrative to explain and justify rates adjustments in the larger context of continuing affordability while addressing water demand, conservation efforts, and procurement.

Water quality. The District is extremely transparent about its monitoring for and reporting on contaminants, VOCs, coliform bacteria, and unregulated contaminants. This diligence is a proof point of exceptional customer service and a safe user experience. However, a study by the California SWRCB identified a significant risk from small and medium-sized public water systems, and media interest will continue to spark concerns over quality by customers. The District must nurture trust in its water supply safety and the its systems to ensure compliance.

Governance. Squabbles over rates, governance and groundwater authority have eroded confidence and distracted from proactive developments, such as water storage improvements. But new District leadership creates an opportunity to reshape perception and build stakeholder trust.

OUR APPROACH

Strategic Approach

The human brain is bombarded with 34 Gigabytes of information per day on average. Breaking through that clutter with messages that resonate is a challenge. Against this backdrop of noise, we propose a local campaign which will build the District's brand as *"your trusted community water partner, of and for Marina residents"* -- *providing responsible, adequate, sustainable water supply stewardship for its customers*. We will concurrently position MCWD as a "responsible leader" in a broader campaign aimed at audiences that affect local decision-making such as other districts, elected leaders, and other external stakeholders.

We will use new and traditional technologies and communication channels to disseminate messages supporting a new narrative on multiple levels -- through the media, by email, on handheld devices, phones and laptops, via social media, on eye-catching collateral materials, and through community outreach.

Target audiences for this campaign will include:

- 1) Internal MCWD audiences (staff and board members), to ensure they are informed, aware, understand, and can articulate MCWD's initiatives.
- 2) External Marina and Monterey region audiences, including customers/ratepayers; elected officials; state and federal regulators; local water agencies and stakeholders (Cal Am, Pure Monterey Water, Monterey Peninsula Water Management District (MPWMD), Monterey County Water Resources Agency (MCWRA), Seaside Municipal Water System, Monterey One Water, etc.; community groups.

Proposed Message Track

To build a new narrative, core messages will center on themes such as:

Trusted community partner: The MCWD is of and for this community. It is an honor to serve our customers with safe, reliable, affordable water every single day. We take that responsibility seriously and build upon it by acting as a good partner that supports community goals and programs, works

collaboratively with stakeholders, and provides meaningful ratepayer protection programs. We hold ourselves accountable for providing an exceptional customer service experience.

Responsible leadership: We are committed to acting with integrity and transparency in our interactions with others. We collaborate on new technologies and innovations that will bring value, reliability and efficiency to our partners, customers, and the region as a whole.

Fiercely committed to safety and water quality standards: We are constantly investing and reinvesting in the infrastructure and the monitoring systems needed to ensure customers have safe, clean, and good-tasting water.

Leader in sustainability, efficiency and environmental initiatives: MCWD is dedicated to environmental protection, improved water sustainability, and adaptation to climate change. We understand the unique challenges and opportunities with our local water supplies and the threats that they face. Our infrastructure investments and operations decisions promote heightened efficiencies at all levels of water delivery and demonstrate our commitment to environmental stewardship. We educate our customers about how to conserve, and we run impactful programs to encourage customer behavior change.

Protecting and expanding water supply: We are taking smart steps to protect our water supply to be better positioned for drought years and to meet future demand responsibly. We pursue upgrades like the A1/A2 Reservoirs and B/C BPS, and seek diversified supply while improving efficiency. We are working in collaboration with regional partners to most effectively leverage resources in a way that meets community priorities regarding affordability, sustainability, and environmental protection.

We will work with MCWD to refine this message track, use it as a guide for development of proactive communication materials, and rely on it for rapid response communications and rebuttals to correct the record or counter misinformation.

PROGRAM OVERVIEW — YEAR AT A GLANCE



Client Download

We begin every reputational program with a deep dive discussion with our client to better understand how they are currently perceived versus how they wish to be perceived. This upfront investment on the desired reputational arc helps us refine the proposed strategy, informs messaging, and guides outreach and stakeholder engagement strategies. It also ensures that the program yields the desired results.

Stakeholder Mapping

We will conduct a thorough landscape assessment to develop a stakeholder map. With input from MCWD's staff, we will analyze trigger points, concerns, and opportunities; assess how stakeholders commonly receive information and may be influenced; match those insights with the most effective medium, messengers, and suggested channels or methods of communication; and determine the best way to measure impact.

Community Survey

We recommend that MCWD consider conducting a survey of ratepayers. Research will help us understand how the District is viewed by its customers, what they view as key strengths and weaknesses, and the attributes they consider critical for a water district. The insights will help us understand not only how they perceive the District, but the best channels to reach them with future communications. Pollster J. Wallin Opinion Research notes: "Research can provide a water agency with necessary data about how their customers perceive the district's decisions. For example, in many areas, effective conservation measures have curbed expectations about rates. Voters want an explanation for why costs are increasing – as they're using less water." We believe this effort will help us craft strategies and messages that help communicate MCWD priorities and decisions.

We would solicit public feedback informally through a Survey Monkey questionnaire (in English and other languages as appropriate) to get input regarding awareness of MCWD initiatives and ratepayer concerns. We would promote the survey via social media (organic and sponsored posts) and request that local jurisdictions, elected officials, community groups, business organizations distribute the survey through their communications channels and at community events and meetings. We would gather input and responses via a website landing page and a dedicated email address.

Tactical Communications plan

Armed with critical insights, KP will develop a tactical communications plan to organize the strategies, deliverables and timelines for the next rest of the year.

Brand Refresh

With our branding partner Amber Witzke, we will provide recommendations for a brand refresh – this will modernize the look of the District and signal its position as a water leader moving forward. The refresh will take into account the insights gleaned from the research, helping us to impact your value

proposition across all communication channels. It also provides an opportunity to “reintroduce” the District to the community. Brand recommendations will include designing a custom logo (3-5 concepts, with 2-3 rounds of revisions), designing a brand guide with typography, color palette, & logo usage, designing/illustrating accompanying branding elements, and finalizing and delivering brand files.

Messaging/Narrative

A strong and strategic message platform is at the core of all effective communication campaigns. We will work with the District to create an overall message track that communicates the company’s reliable water service in a way that meets local (and state) priorities, then we will identify areas for tailored messaging for different audiences depending on the unique challenges and opportunities in those groupings.

We will craft messages that differentiate MCWD and reinforce those messages with existing proof points and specific company actions. The messaging must be truthful and authentic, reflecting buy-in and commitment at the District’s highest levels. It must be bold and memorable, helping key audiences to connect with and relate to the District’s vision as presented in the Strategic Plan. The messages will also incorporate ideals that reflect a commitment to the public interest. (See sample overarching messaging on Page 8-9.)

Technology Asset Audit

Communications mediums have changed significantly in recent years, creating new opportunities to reach customers where they “live.” We will conduct an analysis of your communication tools such as website, social media channels, and email blasts. As part of the audit, we will:

- Provide an assessment on the website, the primary means of meeting public notice requirements and informing the general public. We will provide recommendations to optimize the site and make it more user-friendly and accessible. For example, we see the site could be much more accessible if there is greater use of photos.
- Examine content, traffic and engagement on your social media platforms, including past metrics. We will work with your staff to better understand what content resonates with your customers and examine any addressable barriers for Twitter, Facebook and Instagram accounts, and explore issues such as:
 - Who is your current audience? Who do you want to expand your reach to?
 - What is the purpose of each social media channel? What is your value proposition? What is your goal?
 - Why do certain posts perform better than others?
 - When do your followers engage with you most? When do you see an increase in followers?
- Review past e-blast communications from the District, with a critical lens on desired outcome, open rate and community response.
- Explore opportunities to engage with other stakeholders, including other water agencies, community groups, and conservation groups.
- Liaise with water agency associations on best practices and new technologies available for district use.

Content Development

Based on new branding and with survey insights, we will develop and prepare to roll out new collateral materials. We will work with the District to identify which materials should also be made available in other languages such as Korean, Spanish, Tagalog and Vietnamese.

- **Factsheets.** Factsheets are helpful for community and stakeholder outreach; it is important to keep the message concise, make the document visually appealing, and deliver a clear position statement or call to action. We will update “Fast Facts” and develop factsheets on issues like conservation successes and storage improvements and infrastructure modernization.
- **Subject matter backgrounders.** Issue backgrounders provide a more in-depth discussion of a policy issue for a particular audience - they allow a deeper dive explanation of the merits or dangers or a particular proposal, can provide a historical review of a situation, or describe the water utility’s proposed program or projects. Backgrounders may include the desalination plant issue and water security.
- **Infographics.** Infographics are an effective way to capture the attention of audiences and deliver a clear, simple message with a handful of carefully selected proof points. Creating infographics to provide a summary overview of a long report or analysis document can help distill dense materials into a piece of collateral that your target audience will actually read. Infographics are able to gain visibility through easy distribution via email and social media sharing.
- **Newsroom.** We recommend an updated newsroom section of the website, with easy access to all collateral, videos and positive news articles.

Updated Series of Brief Videos

Visuals and videos are an important part of your narrative, helping you break through the clutter and bringing your messages to life. They are also an easy way to show the “human side” of the MCWD, with friendly faces delivering “neighbor-to-neighbor” messages about conservation, incentive programs, income assistance programs, and water quality. We recommend creating short videos for distribution on the website as well as through social media. Some video content can include MCWD staff, while other videos may use text/music/photos to amplify a media article, or deliver a key message point in a visual way. As part of the regular program, KP will edit 1-2 short videos per month using Lumen 5 and other editing tools. For a full video production with onsite, in-person interviews and professional editing, we will use videographer partner for a separate fee as indicated in the budget proposal.

Community Rollout

We will reintroduce the District leadership at a publicized community forum that will feature District and community leaders. Key messages will be embedded in the presentation, new collateral materials will be available, and we share with attendees a packet of consumer-facing materials on themes like conservation and supply. Though carefully planned, we will include an Open Q&A at the end so the

theme of transparency and integrity becomes synonymous with the District. The media will be invited to the event.

At this forum we propose to share a new email for General Manager Remleh Scherzinger: AskTheGM@mcwd.org. Those community emails will be managed by internal staff in coordination with KP. The aim is to identify and promote new opportunities for community connection with MCWD so they trust the District is working on their behalf to sustainably and affordably meet local water needs now and into the future.

Earned Media Outreach

We will launch proactive media outreach to advance the District's messaging, as well as be prepared to quickly correct the record and dispel information. This will include pitching interview opportunities and story ideas, as well as placing op-eds on topics related to the District's key initiatives. We will employ the following tactics for shaping stories and securing positive media attention:

- Drafting and distribution of a press releases/announcements to publicize new developments.
- Continuing background briefings and delivery of background information to reporters to shape stories.
- Proactive pitching to secure story interest and promote different story angles.
- Drafting and pitching opinion editorials on timely topics.
- Rapid response to correct misinformation.

Thought Leadership

We will research thought leadership opportunities for MCWD executives to highlight the District's approach to water delivery in California and provide commentary on state and community water priorities. We will identify opportunities to feature District leaders and have them quoted in water and political publications. We will also look at potential speaking opportunities at conferences, meetings, or presentations where an executive would be a strong panelist.

When thought leadership "wins" are secured, such as article placements, quotes, or presentation opportunities, we will maximize their visibility by amplifying them through District social media channels, sharing them with target stakeholders through email updates or "In Case You Missed It" notes, or even creating handouts that can be delivered to key audiences.

Key Stakeholder Briefings

When stakeholders learn about developments through media reports or other individuals, we lose the opportunity to craft their takeaway or combat misinformation. When important developments occur, such as improved infrastructure or significant water planning/management initiatives, we will craft communications for elected officials / regulators / opinion leaders and offer to brief them.

Internal Communications

It is important that MCWD staff understand the District's broader vision and goals, and how their work fits into the big picture. We will assess what ongoing communications methods exist for internal audiences, and provide recommendations for utilizing those most effectively and/or supplementing

them with additional tactics for employee engagement such as virtual brown bag meetings, Q&A forums, monthly staff highlights, etc.

Technology Plan

Based on insights from our research and working closely with staff, we will make recommendations to pilot/adopt new types of communication modes. Some of those channels may include Nextdoor for Public Agencies, which would allow the District to partner with the City of Marina on geo-targeted messages; YouTube; bulk text apps like QuickSend; and digital ad campaigns.

Phase Three: May – December 2022

Launch the Digital Update

We will help facilitate a website refresh with the modernized MCWD brand as well as new content that reflects the District’s messaging priorities. The website refresh will help make the District’s information accessible and digestible. We will also work with MCWD staff to implement use of selected digital channels identified in the Technology plan. We will support digital outreach through the development of social media content or digital ads, and can help manage the backend logistics of digital ad campaigns.

Content Calendar

We will create a master content calendar with the different types of communication materials and initiatives coming from this effort – it will include timing and topic for direct distribution of materials, social media, events, etc. This will ensure that every month the program is consistently delivering information through various outreach activities.

Social media content will also allow for the “personalization” of the District. The right mix of highly engaging content, even using humor, will increase active followers. KP will develop suggested posts and graphics to feed into MCWD’s social media channels.

The monthly content calendars will include:

- Topics for internal/employee communication
- Themes to guide proactive earned media outreach
- Content and graphics for social media
- Ideas for short video compilations
- Community events of note that are relevant for MCWD engagement
- Regulatory milestones/decisions/meetings that would guide MCWD communications to external audiences
- Infrastructure or project milestones for MCWD

Ongoing Community & Stakeholder Outreach

We will work with District staff to support outreach to community, school and neighborhood groups and will develop audience-appropriate presentations and assist with the right leave-behind materials. KP will provide the “arms and legs” support, while positioning District leaders as the “face” of the outreach to reinforce the District’s presence and identity in the community.

We will also support outreach efforts to key opinion leaders at the regional and state levels. This is important to build up supporters for MCWD so that key decision-makers understand why the District is making certain investments or prioritizing certain initiatives. We will help facilitate outreach to elected officials and other key players by preparing talking points and meeting materials, and providing strategic counsel on engagement.

Earned Media

We will build on the earned media outreach efforts begun in the previous phase by continuing to find opportunities to deliver District messages. The content calendar will organize themes and potential media hooks based on events, project milestones, or regulatory decisions. KP will support the District with drafting media content and preparing MCWD spokespeople for interviews. Positive news coverage will be captured and amplified by repurposing it and promoting it through social, website, and e-newsletter channels.

Phase Four: December 2022

Program Report

We will work with the District on a year-end report capturing key highlights from this communications program. To inform this, we will gather input from target audiences to assess perception change of MCWD and the level of awareness of District initiatives. This input should demonstrate a small but meaningful shift toward greater trust and greater understanding of MCWD’s efforts to be a responsible water leader in the region.

Community Awards and Partnerships

With staff, we will weigh whether there are opportunities to honor “water savers” like low-irrigation gardeners. These create opportunities for the type of personal social media posts that will attract followers. We will also look into staff acknowledgements. Public recognition is an important way to increase morale and decrease turnover.

Assess Needs for Continuing Communications

We will work with the District to develop recommendations for the types of communications and outreach efforts that should be continued moving into 2023. These recommendations will be informed by what program elements have been impactful, and what elements should be refined moving forward.

MEASURING PERFORMANCE AND IMPACT

KP will work with the MCWD to develop a performance matrix that tracks the communications campaign in a manner that provides key insights about visibility and impact of the effort. At the outset of this effort, we will jointly decide on qualitative and quantitative information for the activities undertaken. Reporting may contain some of the following elements:

Output metrics:

- New collateral materials
- Thought leadership placements
- Number of news releases
- Reporter interviews that brought quotes or mentions in relevant media
- Reporter education through distribution of background information
- Social media Impressions, engagement, followers, reach/mentions
- Website traffic
- Number of emails sent and opened
- Number of stakeholder meetings or community forums

Outcome metrics:

- Engaged customer participation in District activities
- Organic search traffic
- District audiences armed with new information
- Key message pickup and amplification
- Repeat engagement by stakeholders
- Demonstration of support for District initiatives by third parties

QUALIFICATIONS AND EXPERIENCE

KP is a full-service lobbying and communications firm. For more than 20 years, KP has served clients by providing comprehensive public relations and public affairs services, including research, message development, community relations, coalition-building, message testing, strategic planning, collateral materials, local and statewide third-party outreach, social media, media relations, and evaluation metrics.

KP is located in downtown Sacramento, with a current staff that includes nine public relations professionals, 13 lobbyists, and five administrative team members. During the pandemic, we have worked remotely; our staff is now returning to the physical office on a staggered, hybrid basis.

We pride ourselves on the ability to design and execute a comprehensive communication program that relies on strategic messaging, use of third-party messengers, outreach through diverse communication channels, and activation of target audiences.

We are best positioned to provide a strategic, effective program for MCWD because of the following skills and experience of our team:

Water Policy Expertise. We have extensive experience working on water issues in California from many different angles, which enables us to understand the opportunities and landmines that exist in water politics and water messaging. We know how to distill water-related messages into appropriate communications tailored to the audience and aimed at the desired outcome.

- We provided communications support including messaging and materials development on behalf of the State Water Contractors as California was considering regionalization proposals for the Western energy grid. We are currently working with the City of Ukiah to help tell its unique story on water supply and water restrictions in the context of the current drought. With senior water rights, as well as a new recycled water facility that allows the city to significantly reduce diversions from the Russian River, KP is helping Ukiah thread the needle in communicating effectively to SWRCB regulators, legislators, smaller nearby water districts, and local residents about the city's circumstances and how it is responding responsibly.
- Through the 2011-2017 drought years, California's Central Valley agricultural producers faced increased scrutiny by the public, regulators, and policymakers for their use of water for a commercial enterprise. KP assisted Westlands Water District in educating the public on the essential nature of the state's agricultural industry, the employment of best practices, and the responsible use of the resource. KP helped the district achieve its educational and awareness goals by increasing its digital presence, developing and deploying regular communications including newsletters and videos, publicizing academic research, engaging with the media, and more.
- We have also communicated to public audiences about water safety issues and cleanup of perchlorate and n-nitroso dimethylamine in Southern California and Henderson, NV drinking water.
- Additionally, KP lobbyists have worked with public agency water and energy clients including San Luis Delta Mendota Water Authority, Mojave Water Agency, Western Municipal Water District, California Association of Sanitation Agencies (CASA), the Los Angeles County Sanitation Districts (LACSD), and the Los Angeles Department of Water and Power (LADWP). Our PR staff will turn to our lobbying colleagues for additional background information as appropriate.

Familiarity with Monterey Region Water Supply Battles. For the last several years, KP has worked with the City of Marina to help tell its story about the need for an affordable, reliable, sustainable water supply solution for the Central Coast, and the opportunity for water recycling as an approach that is economically competitive and responsive to environmental justice considerations. We worked with the City of Marina to communicate information and concerns about Cal Am's proposed desalination project through a variety of channels to help inform the project review process. Our efforts included providing strategic counsel, conducting outreach to state leaders, creating key message tracks, drafting fact sheets and collaterals, drafting and placing op-eds, and preparing talking points and facilitating outreach. Based on this past engagement, we are very familiar with the different issues, opportunities, challenges and key players in the Monterey region water world.

Architects of an Integrated Approach. We take advantage of our integrated resources and expertise to help clients successfully achieve outcomes that matter. In the water area, our communications team has worked closely with our lobbying colleagues and with other lobbying firms to understand the legislative and policy issues that impact water stakeholders. With that insight, we design and implement integrated programs that combine varied program elements including impactful messages, favorable media stories, activation of credible third-party messengers, strategic digital communications, and outreach.

Masters of Messaging. The right message matters, and so does the messenger. We take the time to understand an issue through and through to develop effective, succinct, persuasive messages. Like many sectors, water stakeholders have their own language that needs to be used with informed stakeholders and translated to the general public. We ensure that all our materials and outreach content reflect that clear and strategic message. Additionally, we work hard to arm stakeholder groups with strong messaging as well so they can help amplify and endorse our efforts.

Coalition Builders. We have built coalitions statewide, and managed public affairs programs in local communities north and south, coastal, and inland. We know the politics, the media, and the different influencers in the diverse regions of our state. We identify and activate local opinion leaders and help shape impressions of a project or policy proposal. We have conducted project siting outreach and stakeholder engagement programs to help with siting wind and solar energy developments throughout the state - we know how to identify, educate, and nurture allies and activate them on behalf of a client's infrastructure project.

Media Specialists. We understand the different types of outlets – print, broadcast, or digital – and how to secure coverage that helps tell our clients' stories. In fact, we provide public relations services to the newspaper industry itself on a legislative outcome they are pursuing. The media landscape today is very different from 30 years ago, 20 years, or even 10 years ago. There is a different model of journalism now, and sometimes it involves an investigative online outlet that breaks a big story and shops it to the mainstream publications or sometimes there is a social media mention that goes viral and suddenly dominates the headlines eight hours later.

We know the pressure reporters are under in a shrinking newsroom, and how to make it as easy as possible for them to get the highlights, access quotable sources, and help them fact check their stories. We also know how to pitch a story strategically, first developing a solid earned media plan that targets the right reporters at the right types of outlets, with the right type of information.

Savvy social media experts. We watch the social media trends and know how to design and execute engaging communication programs using a variety of digital and social channels. For water providers, especially during a drought season, updates and regular communication is highly effective. Whether it is drafting posts that break through the noise with organic social media communication or running a targeted paid campaign to boost followers or drive a target audience to action, we know how to get the right messages in front of the right audience at the right time. Our social and digital media programs are based on data-driven recommendations and rely on continuous evaluation of the program's analytics to adjust as needed.

Most importantly, KP focuses on achieving the client's goals. Our firm philosophy is to develop a strategy and then develop a tactical plan to achieve the goals. All along the way, we assess and reassess the effectiveness of the program.

OUR TEAM

We structure our account teams with a client leader who provides overall direction, a project director who manages the daily activities of the account, and a team of KP professionals with specialized expertise.

- *Alison MacLeod -- Client Leader.* Alison will be responsible for KP Team's deliverables and will ensure that everything is completed to the highest standard in a timely manner. She will be the primary point of contact for the District and will guide the team on aligning strategic initiatives within the Scope of Work.
- *Tom Van Der List -- Project Director.* Tom will provide day-to-day account management for the District, overseeing content creation and communications deployment.
- *Michael Burns -- Strategic Counsel.* Michael will provide high-level strategic advice, with an eye to relationships that advance the District's short- and long-term objectives.
- *Claudia Coons -- Stakeholder Engagement Manager.* Claudia will be responsible for community engagement initiatives for the MCWD effort. She will identify opportunities for engagement, and create pathways to promote the District to key audiences.
- *Diana Dang -- Digital Program Manager.* With her robust knowledge of online tools and platforms including Meltwater, Cision, Lumen 5 (video), Sproutsocial, Buffer, Canva, Trello, Google suite, WeTransfer/Dropbox, Diana will manage social and digital programs for MCWD.
- *Lisa Yarbrough -- Messaging Director.* Lisa will draw on her extensive experience with public agencies and private companies to lead messaging and narrative development for the Marina Coast Water District, including copywriting and content development.
- *Kayla Gibbons -- Account Associate.* Kayla will support outreach efforts and manage reporting responsibilities.
- *Amber Witzke -- Creative Director for Branding.* Amber will manage the branding refresh and website refresh for MCWD, including creative ideation, custom logo development, designing a brand guide and developing brand elements.

In Appendix A, we provide comprehensive resumes of those staff members.

Our in-house bookkeeper, *Sandy Reynolds*, will handle accounting responsibilities. She, as with all of our team, is available at all times for questions.

COST PROPOSAL

Based on our initial assessment of the scope of the work, we propose an ongoing monthly retainer of \$15,000. The details of this retainer are:

- a. Monthly fee: \$15,000
- b. Number of monthly hours covered: Approximately 94
- c. Activities and deliverables included:
 - Research and Issue Tracking
 - Stakeholder Mapping
 - Community Survey
 - Tactical Communications Plan
 - Messaging/ Narrative
 - Technology Asset Audit & Plan
 - Content Development
 - Series of Video Briefs
 - Community Rollout Event
 - Earned Media Outreach & Identification of Thought Leadership Opportunities
 - Support for Stakeholder Briefings & Community Outreach
 - Content for Internal Communications
 - Development of Social Media Content
 - Management of Program Content Calendar
 - Program Reporting
 - Recommendations on Community Awards
- d. Exclusions/additional expenses:
 - Rebranding project: \$8,000
 - Professional photographer to build an image library: \$3,000
 - Professional videographer for live-action interviews/ full production: \$10,000
 - Website refresh based on modernized branding: \$10,000
 - Digital ad expense: \$12,000
 - Materials translation: \$5,000

Fee Schedule – Breakdown of Monthly Retainer:

Title	Staff	Hourly Rate	Estimated Hours/Month	Cost per Month
Partner	Alison MacLeod	250	14	\$3,500
Partner	Mike Burns	250	1	\$250
Director	Lisa Yarbrough	190	8	\$1,520
Senior Associate	Tom Van Der List	175	16	\$2,800
Account Executive	Diana Dang	150	8	\$1,200
Account Executive	Claudia Coons	150	15	\$2,250
Account Coordinator	Kayla Gibbons	120	20	\$2,400
Administrative Support	Christy Christensen	90	12	\$1,080
Total for Monthly Retainer			94	\$15,000

Additional Out-Of-Pocket Expenses to Consider	
Rebranding Project	\$8,000
Digital Campaign Ad Expense	\$12,000
Photographer	\$3,000
Materials Translation	\$5,000
Website Refresh	\$10,000
Videographer for Live-Action	\$10,000

Rates Based on Assignment

Rates Based on Assignment – 12-month program	
Research and Issue Tracking	\$3,000
Stakeholder Mapping	\$2,000
Community Survey	\$3,000
Tactical Communications Plan	\$2,500
Messaging/ Narrative	\$12,000
Technology Asset Audit & Plan	\$2,000
Content Development	\$24,000
Series of Video Briefs	\$24,000
Community Rollout Event	\$4,000
Earned Media Outreach	\$30,000
Identification of Thought Leadership Opportunities	\$6,000
Support for Stakeholder Briefings & Community Outreach	\$32,000
Content for Internal Communications	\$12,000
Development of Social Media Content	\$20,000
Management of Program Content Calendar	\$2,000
Program Report	\$1,000
Recommendations on Community Awards	\$500
Total for Retainer	\$180,000
Additional Out-Of-Pocket Expenses to Consider	
Rebranding Project	\$8,000
Digital Campaign Ad Expense	\$12,000
Photographer to Build Image Library	\$3,000
Materials Translation	\$5,000
Website Refresh	\$10,000
Videographer for Live-Action	\$10,000

We can work with the District to scale up or down program components based on available budget.

REFERENCES

Shannon Riley

Deputy City Manager, City of Ukiah

Phone: (707) 467-5793 | Email: sriley@cityofukiah.com

Dave Butler

Executive Director, California Society of Anesthesiologists

Phone: 916.290.5830 | Email: dbutler@amgroup.us

Jill Oviatt

Director of Communications and Marketing, League of California Cities

Phone: 916-882-8656 | joviatt@calcities.org

Layne Long

City Manager, City of Marina

Phone: (831)884-1278 | Email: llong@cityofmarina.org

AVAILABILITY STATEMENT

KP Public Affairs is ready and eager to enter into a contract with the Marina Coast Water District. While we are proud of our robust client list, we have the ability and bandwidth to take on MCWD as a client and successfully execute the tasks identified in our proposal under the proposed timelines.

We endeavor to be responsive to our clients at all times via email, phone and text. In addition to a dedicated client leader, we maintain multiple points of contact with account personnel.

OUR COMMITMENT TO YOU

We will work with you to deliver results that advance the objectives and reputation of the Marina Coast Water District:

- We are more nimble, responsive, and driven for results than any other agency, large or small.
- We are committed to your goals.
- We are focused on allocating work and personnel to value delivered.
- We will provide talented and exceptional people to support your reputational and business goals.

We look forward to providing any additional information you may need and helping the District achieve its public relations and community outreach goals.

Alison MacLeod

Alison is a Partner at KP and runs a wide variety of local and statewide public relations programs for KP clients. She has extensive experience in strategic communications programs, media relations, coalition building, project siting, grassroots outreach, stakeholder engagement and community education. Her clients include local governments, healthcare associations, transportation agencies, non-profits, businesses, and trade groups.

At KP, Alison has provided communications support and counsel to water agencies as the state considered regionalization of its energy grid, created and managed a statewide coalition of business and community interests providing input to the Legislature, Administration and regulatory agencies to help shape California's ambitious clean energy policies, and implemented localized community outreach programs to build public and political support during environmental review and permitting processes for wind and solar energy projects throughout Northern, Central and Southern California. She currently provides strategic counsel and communications support to the City of Ukiah as they seek to protect themselves against harmful regulations in the midst of the drought and help them leverage their water rights to build local partnerships for the broader benefit and enhanced water reliability for many communities and smaller water districts in the Ukiah Valley.

She has also managed a California-specific media and business outreach effort to build Congressional support for a high-profile international trade deal, led Sacramento community outreach programs to increase awareness of County transportation infrastructure and funding needs, and managed a multi-pronged marketing and outreach program throughout the San Joaquin Valley to increase awareness about inter-city rail and build support among local and state leaders for grant funding to expand rail service to the Sacramento region. Other efforts include providing strategic counsel to the City of Marina regarding their concerns with a regional water supply project proposal, media outreach and public affairs activities for the California Society of Anesthesiologists, and management of a communications strategy to support a local charter school.

Michael Burns

Mike is the Managing Partner at KP, overseeing all aspects of the firm, including client services, advocacy, and public relations. With a wide variety of clients on public policy issues before the legislature and state government, he has been involved in several major policy areas including energy, water, environmental and international trade. He managed public relations efforts designed to impact decision-making at the Public Utilities Commission concerning electricity rates and service, state water policies advanced by the California State Water Resources Control Board, and laws and regulations formulated at the California Natural Resources Agency.

Previously, Mike served as Chief Consultant and Chief of Staff to the Majority Leader of the California State Senate, and headed Burson-Marsteller's Public Affairs Practice in Los Angeles and Chicago. During his career, he managed communication programs that involved crisis communications, social media, issue management, corporate reputation, and product marketing. He began his career in the White House.

Tom van der List

Tom van der List joined KP in 2017, bringing with him a strong background in community relations, grassroots advocacy and campaign management. He has provided key stakeholder outreach, logistical, and media support for a variety of statewide, regional, and local projects. Tom worked on various transportation and rail efforts including the California High-Speed Rail Project, multiple projects with the Los Angeles County Metropolitan Transportation Authority (Metro), land use projects, and more. Tom has successfully built and guided the activities of working groups including local community and business leaders, generated community interest and knowledge of transportation projects, and conducted outreach for public meetings large and small, including the National Governors Association annual meeting.

Since joining KP, Tom has provided day-to-day communications support for various water-focused clients, including the City of Ukiah, Westlands Water District, and the City of Marina. He has created persuasive video content, fact sheets and infographics, drafted press releases and op-eds, and distributed information to key stakeholder audiences. Tom has also served in a similar function for clients including the San Joaquin Joint Powers Authority (Amtrak San Joaquins), Google, the Southern California Public Power Authority, and others. In addition, Tom has provided day-to-day communications support for the Pacific Merchants Shipping Association, including securing coverage of the publication of a study highlighting the loss of shipping business at West Coast ports.

Tom holds a Bachelor's degree in Political Science from the University of California, Davis.

Diana Dang

Diana Dang serves KP clients with a strong background in marketing and content curation, as well as social media strategy and program execution. She has extensive knowledge of social media strategies and tactics which she has applied to manage the public relations and digital communications efforts for a number of clients. Diana has developed highly targeted outreach strategies utilizing a variety of communication platforms to drive positive audience engagement and increase reach. Additionally, Diana has gained visibility for client campaigns in both local and national media outlets.

A respected and effective social media strategist, Diana earned two certifications issued by LinkedIn for Advertising on LinkedIn and Social Media Marketing: Strategy and Optimization. She has worked with various state and local agencies, associations, companies including Westlands Water District, League of California Cities, Bureau of Cannabis Control, California Department of Public Health, California Ambulatory Surgery Association, HST Pathways, among others, to launch social media campaigns to educate key audiences on various CA issues and increase brand awareness. Social media programs include influencer campaigns, content creation, reporting and analytics, tweet chats, and more.

Among her accomplishments in digital campaigns:

- Spearheaded an influencer marketing campaign on Instagram to promote a product line from Quest Diagnostics, which included targeted pitching, product test coordination, and social media postings; Earned over 12k engagements and increased the brand's visibility to 55k+ followers

- Launched a highly targeted video ad campaign on Twitter, Facebook, Instagram, YouTube, and Google display ads that resulted in nearly half a million video views for the client
- Managed organic and paid social media programs and reporting for a wide range of clients in healthcare, nonprofits, cannabis, technology, transportation sectors
- Activated nearly 100 stakeholders across California to help drive public awareness for California Department of Public Health's "Don't Bring Zika Home" campaign

Diana holds two bachelor's degrees.

Lisa Yarbrough

Lisa Yarbrough is a skilled public affairs professional with an extensive background in media relations, grassroots advocacy, and issues management. As part of KP's PR team, Lisa has provided strategic counsel on education, land use, transportation, healthcare, and environmental related issues. She leads communication initiatives for statewide associations including the Mosquito and Vector Control Association of California, the League of California Cities, and the Association of Personalized Learning Schools and Services.

Lisa also provides strategic counsel, media relations and outreach for a public charter school system in Sacramento and has developed thought leadership programs for healthcare associations such as the California Society of Anesthesiologists and educational institutions including the Pepperdine Graziadio Business School. She develops engaging and informative content, including collateral materials and whitepapers, creates effective stakeholder outreach programs, and has secured coverage in top-tier media outlets driving the public and political dialogue to advance clients' goals.

Lisa is a Board Member of the Sacramento Children's Home and graduated cum laude from the University of California Los Angeles with a Bachelor of Arts degree in Communications and Spanish.

Claudia Coons

Claudia Coons joined KP in 2021 with extensive experience in government affairs and public engagement. She has worked on projects with multiple stakeholders including clients, other consultants, federal and state agencies, public officials, non-governmental organizations, and community members. During her career, Claudia has developed and implemented statewide strategic communication plans, earned media strategies and social media campaigns on various public policy issues including healthcare, immigration and law enforcement.

Claudia has a strong background in state, legal and policy issues, and has the expertise in research and product development to lead and manage a broad variety of analytical and production services. She consults and advises clients on new opportunities and issues of importance, focusing on each client's business problem and/or storytelling goal. Bilingual in Spanish and English, Claudia is adept at creating copy for a wide range of audiences, with varying purpose, complexity and voice.

In her career, she has developed content for Office of the Patient Advocate website using marketing strategies that focused on making content easily accessible and consumer oriented; worked with multiple stakeholders including other state agencies, data partners and health care advocates to optimize consumer outreach and inform the nearly 40 million Californians who rely on healthcare through the Covered California Marketplace; leveraged digital communications by building an audience

through key community partnerships, and targeted messaging to improve public engagement; and created short- and long-form copy, and created messaging and communications resources, marketing, and crisis communications for the California Department of Justice.

Claudia earned a BA in Human Biology and a BA in Iberian and Latin American Cultures at Stanford University. She speaks and can write in Spanish.

Kayla Gibbons

Kayla Gibbons provides both coalition outreach support at KP Public Affairs, helping build and organize third party outreach lists for multiple clients. She has created and managed large contact databases for third party outreach on clients such as the California Office of Emergency Services Earthquake Warning California program, and the Bureau of Cannabis Control “Get #weedwise” campaign.

She is skilled at media research and monitoring, and also provides support with social media and design. She helps with issue research, account logistics, and project reporting. Kayla has an Associate’s Degree in Social Sciences from American River College.


Amber Witzke, Creative Director for Branding

An award-winning creative director in the marketing and advertising communications field with 15 years of agency experience, Amber is a hard-working creative who believes in crafting and inspiring innovative, highly conceptual perspectives and new techniques that help businesses evolve and grow. She strives to remain ahead of the edge, where culture, technology, and art intersect. She is an expert at creating campaigns and full rebrands across an array of media from strategy and concept to final product. She excels at creative art direction, B2B & B2C marketing, integrated campaigns, brand messaging and positioning, market intelligence, print/social/digital/TV marketing, Adobe Creative Suite, painting, drawing and typography. Previously she served as Senior Art Director at Mering, Associate Creative Director at un/common, and graphic designer at Honey Agency. She now leads her own branding and creative independent practice.

KP provides content development for the City of Ukiah on issues related to water supply, LAFCo annexation, city services, etc.

Ukiah


Ensuring Affordable and Reliable Water Supplies for 2021 and the Years to Come



In the past several years, Ukiah has taken proactive steps to secure reliable water supplies for its residents and enable it to be a trusted partner for our neighbors throughout the Valley during times of water stress and drought. These steps include:


- Developing a state-of-the-art water recycling plant that offsets demand on the Russian River by at least 30%
- Developing and implementing an Urban Regional Water Plan
- Achieving a 20% reduction in per capita water use by 2020
- Modernizing productive groundwater wells and building additional facilities
- Developing emergency interties so that water can be delivered to all our neighbors throughout the Valley

As the largest municipal supplier of water in the Valley, Ukiah plays a critical role in water resource planning for the entire Valley by coordinating with stakeholders and providing leadership on water-saving and reuse strategies as well as maximizing available supplies.



Source for Ukiah Water:

Ukiah lies in the Russian River Watershed, and depends on a combination of Russian River water and groundwater to meet water-supply demands. It has senior water rights which makes Ukiah's water allocations and deliveries more reliable, although it is currently restrained from delivering some of that water to its neighbors on the outer edges of the Ukiah Valley with less resilient supplies.



Collaboration and strategic PARTNERSHIPS

Ukiah is working with our neighbors and the State Water Board through the Mendocino County Water Resiliency Task Force - looking not only at strategies for 2021, but also at longer term solutions that will secure our water supply reliability and ensure ongoing affordable service.

Preparing for Potential Drought Conditions

Rain levels throughout the Winter have been low, and our Valley will likely be subject to drought conditions and water use restrictions this year.

California's 2019-2020 water year was the third driest in the Upper Russian River watershed in recorded history.

Ukiah's recent investments in a diversified water supply with modernized infrastructure for groundwater and recycled water will help protect the region in case of extended drought.

Maximizing the Ability to Deliver Reliable Water

Given the lessons we learned during the last drought in 2015, Ukiah continues to evaluate ways to modernize water planning and maximize the use of available resources to most effectively meet the broadest needs in the Valley.

Ukiah's water experts and regional water stakeholders are examining the limitations of current governance structures and water rights held by differing local districts. Key changes to align service territories based on resource availability could improve water reliability and protect water affordability for the whole Ukiah Valley.



Overcoming Fractured Planning

For our 30,000 neighbors, there are TWELVE different water agencies in the Ukiah Valley, some of which have overlapping jurisdictions and management, competing governance structures, and widely differing levels of water reliability. Better planning for service territories and systems for collaboration amongst these overlapping districts will avoid near-term water shortages and help support smart, sustainable growth in the region.




Sean White, Water & Sewer Director
swhite@cityofukiah.com

WINNER




WATER REUSE
CALIFORNIA

Recycled Water Agency of the Year

Presented to
CITY OF UKIAH

2021 WaterReuse California Annual Conference

SEPTEMBER 20, 2021

Did you know...

Ukiah is producing and delivering about as much recycled water as drinking water?

73 million gallons

of recycled water and 77 million gallons of potable water were delivered to residents in the month of June alone. Learn more about how we're maximizing responsible use of every drop that is available for our community by visiting:

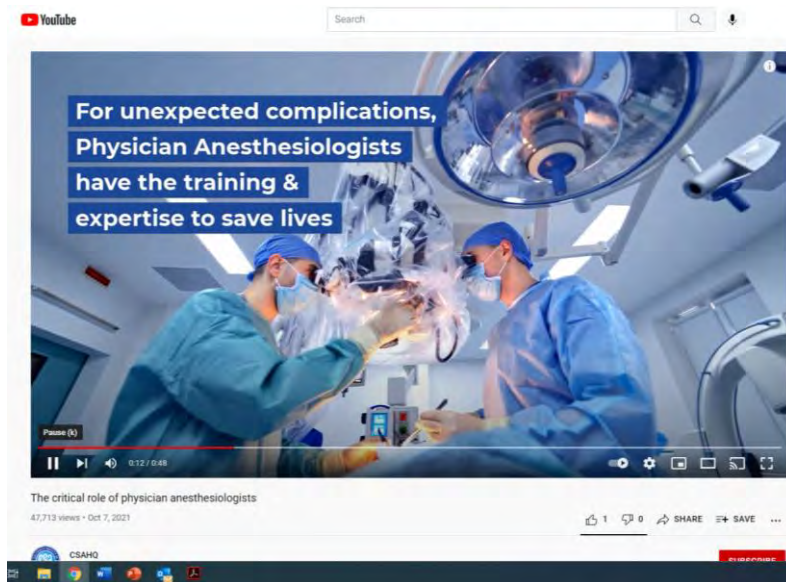
www.cityofukiah.com/water-utility/



Water Type	Gallons Produced (June)
recycled water	77
potable water	73

KP created a digital ad campaign for the California Society of Anesthesiologists to promote the importance of physician-led anesthesia care. This included creating video and ad content, and managing ad deployment. Video content can be viewed [here](#)

- “The critical role of physician anesthesiologists”
<https://www.youtube.com/watch?v=cbtPMNiOUiU>
- “Physician anesthesiologists leading the way in the fight against COVID-19”
<https://www.youtube.com/watch?v=JS0poAvcers>



KP worked with the League of California Cities and the City of Ukiah to tell the story about water recycling investments. This involved content creation and distribution through the League’s magazine and e-newsletter, as well as video.

“Ukiah’s new water recycling facility is a win for local farmers and the environment”

<https://www.calcities.org/detail-pages/news/2021/03/31/ukiah-s-new-water-recycling-facility-is-a-win-for-local-farmers-and-the-environment>

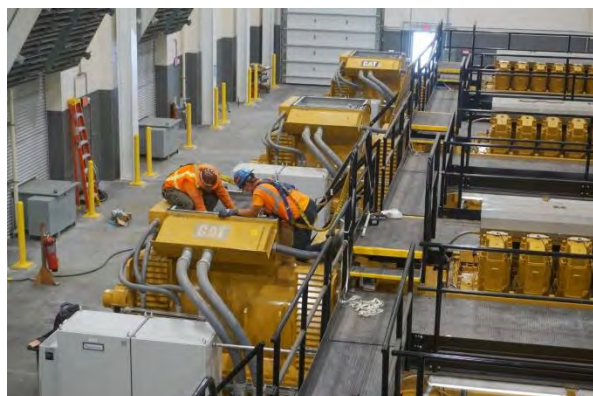
April 1, 2021 **Local Works** by Lisa Yarbrough

Cities of San José and Ukiah lead the way on critical water infrastructure projects

Lisa Yarbrough works at KP Public Affairs and is managing editor of *Western City* magazine; she can be reached at editor@westerncity.com.

Much of the state's water infrastructure was designed decades ago and was built to serve half the size of our current population. Faced with aging infrastructure, California cities have taken innovative approaches to modernizing water treatment and recycling systems to meet the needs of a growing population and a changing climate.

One infrastructure need that many residents take for granted is wastewater treatment. These systems are critical as they clean wastewater so that it can be discharged into clean water sources. This protects our lakes, rivers, and beaches from raw sewage, E. coli, and other toxins.



Construction personnel work on a new engine-generator in the cogeneration facility at the San José-Santa Clara Regional Wastewater Facility in August 2020.

The **San José-Santa Clara Regional Wastewater Facility** is the largest advanced wastewater treatment facility in the Western United States. Originally built in 1956, today it serves more than 1.4 million residents and 17,000 businesses in eight cities in Silicon Valley and unincorporated areas of Santa

Clara County. Using a **treatment process** that simulates the way nature cleans water, the facility treats an average of 110 million gallons of wastewater per day.

The treated water is discharged into the southern San Francisco Bay, home to dozens of bird and fish species, from bald eagles to leopard sharks. San José's Department of Environmental Services partners with University of California, Davis to conduct regular monitoring of the bay to ensure the health of wildlife.

After 60 years of nonstop service, the city of San José recognized the need for an updated treatment process. In 2014, the city embarked on a \$2.1 billion **capital improvement program** which is designed to take 30 years to complete.



Operations and maintenance staff with the San José-Santa Clara Regional Wastewater Facility take part in the groundbreaking for the new cogeneration facility in 2018.

“We take our responsibility to protect the bay seriously,” said Deputy Director of the Capital Improvement Program Mariana Chavez-Vazquez. “The capital improvement program will enable us to serve the Silicon Valley’s growing population while protecting wildlife habitat.”

In February 2021, the project reached an important milestone with the completion of a new \$114 million cogeneration facility, which uses biogas produced during wastewater treatment and natural gas to help power the wastewater facility.

The cogeneration facility significantly reduces emissions and contaminants resulting from the combustion process, which helps the city of San José achieve its climate action goals. It also makes the wastewater facility more resilient. Together, the cogeneration and recently installed emergency diesel generators enable the wastewater facility to operate even if an earthquake or other disaster disrupts the local power grid.

The cogeneration facility was also designed to do more than reduce emissions. It has an aesthetic component with a façade featuring artwork by Buster Simpson that is illuminated at night.

Twelve additional capital improvement projects are currently in progress — eight are under construction and four are in the design phase. Despite challenging times, the capital improvement project team is working hard to complete these vital projects on schedule.

“We are proud of our cross-disciplinary capital improvement team for delivering this critical project despite the COVID-19 pandemic,” said Director of Environmental Services and Chief Sustainability Officer Kerrie Romanow. “This is one of the largest public works projects in South Bay history, one that will ensure we protect public health and the environment for generations to come.”



The new water recycling facility provides an additional 1,000 acre-feet per year of water to the Ukiah Valley.

Further north, the city of Ukiah has completed the first three phases of a new water recycling facility which provides an additional 1,000 acre-feet per year of water to the Ukiah Valley. The project addresses several local needs including meeting regulatory requirements that limit the city’s wastewater discharge to the Russian River. It also creates a more diversified and drought resilient water supply and provides water for agricultural uses like irrigation and frost

protection.

The recycled water system includes nearly 8 miles of pipeline, a 66-million-gallon water storage reservoir, upgraded treatment facilities, and improved water and wastewater infrastructure. This allows

Ukiah to serve approximately 325 million gallons of water to farmers, parks, and schools each year. If needed, the project can be expanded in a final fourth phase in future years, which would provide up to 400 acre-feet additional water per year.

“Due to state regulations we would have had to spend tens of millions of dollars on new technology to treat our wastewater for nitrates to meet discharge requirements,” said City Director of Sewer and Water Sean White. “Instead, we invested in the recycled water facility which puts the wastewater to beneficial use, allows us to deliver the water to farmers who want it, and nearly eliminates the need for the city to discharge into the river.”

Ukiah now has about 30 percent of its water portfolio coming from the recycled water facility. That has greatly increased the stability of its water supply, while reducing diversions from the Russian River which helps protect fisheries.

The water recycling facility also supports the region’s vibrant agricultural industry by providing water for frost protection. One of the most effective ways to protect grapevines from freezing is to use overhead sprinklers that continuously spray water on the vines and protect the fragile shoots. However, frost protection uses 55 gallons of water per minute per acre, so being able to use recycled water saves about 14 million gallons of water that stays in the river for each typical frost event in Ukiah.



Overhead sprinklers at Thomas Vineyards, used to protect grapevines from freezing.

“This project has been a win all around, and that’s hard to come by,” said John Thomas with Thomas Vineyards. “The fish are happy with more river water, the state is happy with conservation, the city is happy with meeting its requirements for water quality, and the farmers are happy to receive reliable water supplies.”

“The city of Ukiah has been great to work with on this project and we’ve developed a very easy, positive partnership,” said Ukiah grape grower David Koball. “The most important benefit for me is the confidence that I will have reliable access to water when I need it, regardless of the rain levels. Right now we’re in a drought year looking at low flows in the Russian River. Fortunately, the recycled water deliveries will help many farms avoid catastrophic losses.”

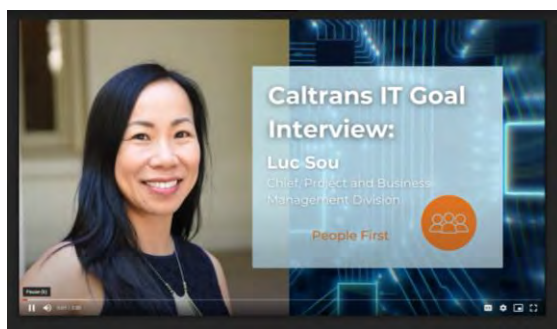
Both Thomas and Koball noted that they have experienced significant cost savings because their electricity bills decline dramatically when they can rely on recycled water and do not have to run pumps to pull in river water to irrigate and protect their vineyards.

Looking ahead at growing population demands, many cities are embarking on infrastructure modernization projects to ensure water reliability. They are also taking a long view and designing these projects with climate change in mind. As droughts and warmer temperatures become more common, cities are the front lines working to ensure their constituents have a sustainable source of water now and into the future.

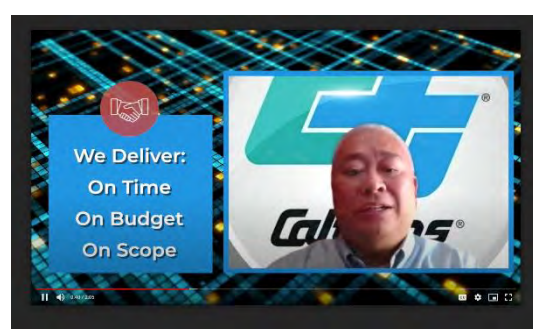
<https://www.westerncity.com/article/cities-san-jose-and-ukiah-lead-way-critical-water-infrastructure-projects>

For Caltrans IT, KP has created a video series to communicate the elements of the division's strategic plan – promoting content through case studies and video segments created from Zoom interviews during the pandemic.

People First Goal Interview



Trusted Partner Goal Interview



KP has created content and designed handouts for the California Ambulatory Surgery Association to help elected officials better understand the role of outpatient surgery centers, how they are licensed and regulated, and their role in the delivery of healthcare services to California patients.

AMBULATORY SURGERY CENTERS PROVIDE A SAFE, EFFICIENT OPTION FOR SELECTED PATIENTS & PROCEDURES

Ambulatory Surgery Centers (ASCs) are integral to the California healthcare delivery system and are often partnered with hospitals, universities and health systems. They are modern healthcare facilities focused on providing same-day surgical care, including diagnostic and preventive procedures that were once performed exclusively in hospitals.

These innovative, high-quality, patient-centered facilities create significant cost savings for patients and the healthcare system while providing outstanding health outcomes. High patient satisfaction, and low infection rates.

REDUCING HEALTHCARE COSTS

ASCs provide significant savings for patients and for the overall healthcare system.

- ASCs save patients and employers an estimated \$38 billion per year for commercial health plans.
- ASCs save Medicare roughly \$2.3 billion annually.
- Each procedure performed in an ASC saves the Medicare program 40% and saves the beneficiaries between 50-60% on their co-payments.

Source: Health Care Cost Institute, Health Care Economics Cost Analysis, Ambulatory Surgery Centers, 2014; Kaiser Family Foundation, Cost of Care Study, Ambulatory Surgery Centers, 2014.

ENSURING PATIENT SAFETY

ASCs have an excellent track record of patient safety – in the past five years alone, more than 100 million Americans have had successful outpatient surgery in an ASC.

ASCs focus only on a certain number of specific surgical procedures. This allows the doctors to be specialized and the facilities to focus on the necessary equipment and protocols for those procedures. This creates a more efficient, streamlined environment for patients that results in high quality, patient centered care at a more affordable cost.

Only certain patients qualify for procedures at an ASCs based on a physician assessment of the patient's health including their medical history and any potential risk factors. For some patients, it may be determined that a hospital setting is the most appropriate place for treatment given the potential for complications.

Comparative data from over 1 million surgeries performed in ASCs between 2015 – 2016 indicate an ASC post-operative surgical site infection rate to be extremely low for many and comparable if not better than hospital outpatient surgery department.

*Statistical information presented is based on a comprehensive review of data for the period 2015-2016 and is not intended to be used for individual patient care. Data is for the period 2015-2016 and is not intended to be used for individual patient care. Data is for the period 2015-2016 and is not intended to be used for individual patient care.

OFFERING TRANSPARENT DATA AND REPORTING

CASA gathers quarterly benchmarking data from participating ASCs throughout the state. This report creates a measurement standard through 12 distinct metrics grouped into two categories: "Quality Indicators" and "Adverse Risk Events."

- Quality Indicators measure events that an ASC can actively work to control, such as patient burn, falls, medication errors and post-operative complications.
- Adverse Risk Events focus on improving patient care and the ASC risk management protocol.

Quality Indicators	Adverse Risk Events
Unplanned readmission	Return to surgery for reasons other than bleeding
ER visit within 48 hours of discharge	Unintentional retained foreign body
Patient burn	Cardiac or respiratory arrest
Patient fall	Medical device errors
Medication error	Wrong site surgery
Post-operative wound infection (within 30 days of the procedure or 10 days if the procedure involved an implant of any kind)	Excessive bleeding requiring return to the operating room or transfer

All accredited ASCs must report "adverse events," as defined by law, to the Medical Board of California (MBC) within five days after the adverse event has been detected or there is an ongoing emergent threat.

OPERATING UNDER COMPREHENSIVE OVERSIGHT

- California ASCs are regulated by several rigorous processes including Medicare certification, California state licensure and accreditation. Some ASCs are regulated by the California Department of Public Health (CDPH); however, most ASCs are under the regulatory oversight of the MBC which requires that ASCs be nationally accredited by an accrediting agency approved by the MBC.
- Accrediting agencies conduct unannounced inspections of ASCs and licensed ASC physicians must be pre-reviewed at least every two years by licensees who are qualified by education and experience to perform the same type of or similar procedures. Additionally, the MBC is required to notify the public by placing information on its website, whether an ASC is accredited, or if the ASC accreditation has been reviewed, suspended or placed on probation, or if the ASC has received a reprimand by the accreditation agency.
- CASA also has a long history of sponsoring legislation to encourage state licensure efforts, further enhance reporting, and provide more clarity to the public on oversight.

BACKUP SAFETY MEASURES ARE IN PLACE

- Outpatient settings are required to have a standardized protocol to follow in the event of having a complication from surgery that would place a patient at high risk for injury or harm.
- Physicians, nurses and other medical professionals on-site at ASCs are trained to help in an emergency by providing cardiopulmonary resuscitation and using emergency equipment.
- Although rare, serious complications can arise, and the ASC protocol is to transfer a patient to an emergency room to ensure full access to emergency care and specialized emergency doctors.

LEARN MORE!

Website: www.cazsurgery.org
Twitter: @CASA_ASC_Alan
Facebook: @CASACalifornia
AmbulatorySurgeryAssociation
Email: info@cazsurgery.org

KP drafts and places op-eds for clients in local, statewide and industry publications.



Marina Mayor Bruce Delgado: When it comes to water, be a good neighbor

POSTED: 04/16/18, 4:51 PM PDT

By Bruce Delgado

Marina mayor

Imagine your neighbors deciding to pave part of your attractive front yard to make a car port for their RV — right on the spot you just restored for a new garden. You would immediately ask: why don't you use your own yard rather than mine?

Good neighbors are considerate, cooperative, and work together for the benefit of the entire neighborhood, and they consider their neighbor's point of view. Those basic tenets also apply to neighboring cities.

But that neighborly spirit is nowhere to be found when it comes to the Monterey Peninsula Water Supply Project, which includes a massive desalination plant in, around and through Marina.

As a good neighbor, Marina supports efforts to secure an adequate regional water supply and we are working closely with the Marina Coast Water District in calling for new supplies, such as expansion of the Pure Water Monterey recycled water project. And we support an appropriately-sized and environmentally-safe regional desalination project. That's our commitment to the neighboring cities and the people in the region.

But, we are disappointed with the recently-issued and inadequate Environmental Impact Report/Statement (EIR/EIS) on the proposed project. The document fails to adequately evaluate the harmful impacts to Marina — it disregards our serious concerns related to groundwater depletion, saltwater intrusion, damage to the coastal ecosystem and more. We call on other cities to carefully consider how this project would significantly harm Marina, and look instead toward other more environmentally-responsible and sustainable alternatives. Any city government bears the responsibility to do what we are doing: looking out for the long-term interests of our residents and ensuring that new industrial projects are not approved if they pose serious, unnecessary risks.

Our priorities are simple, and should be shared by all of our neighboring cities:

Conservation. The EIR/EIS dismisses a critical report by Stanford researchers that illustrates how slant well drilling on Marina's coast could threaten the city's groundwater supply. The EIR/EIS also fails to account for the fact that the state has designated the basin underlying the slant well site as critically over-drafted, which triggers a special process to protect further groundwater harm and restore supplies. Given these facts, how does it make sense that the amount and integrity of a local water supply could be jeopardized further by a huge industrial water project (extracting up to 24 million gallons of water per day) to export that water elsewhere?

Fairness. The EIR/EIS also fails to properly consider the adverse impact of the project on the Marina community, in stark contrast to the region's stated commitment to environmental justice and fairness. If, as the EIR/EIS states, the impacts to Marina are not significant, then why doesn't another city that would actually receive water from the project offer to host the project wells? Rather than dictating Marina's land use decisions, why not find a location that the entire region can support?

Environmental Protection. Marina worked hard to rid our coastline of an environmentally-damaging sand mining plant. However, the new desalination slant wells would be located in that exact site, but the EIR/EIS fails to acknowledge the significance of undermining our long-term efforts to restore that land for the benefit of wildlife and residents.

Being a good neighbor is more than a slogan. It requires people and cities to put themselves in each others' shoes and ask if they would be OK with the decision if it was their front yard. Most neighbors would not plan to park their RV in a neighbor's yard without the neighbor's agreement – similarly, Monterey Peninsula cities shouldn't dismiss our concerns or allow Cal Am to locate their industrial operations on Marina's coastline without our agreement based on a legally adequate EIR/EIS.

We are committed to finding a long term, regional water supply solution, but we know there are better options available. We urge our neighbors to take a closer look.

COMSTOCK'S

MAGAZINE



(Photo courtesy Joshua Cosico, Arrows Digital Media)

St. HOPE's Dual Approach in Oak Park Can Be a Model for Other Nonprofits

COMMENTARY JUN 14, 2019 *By Jake Mossawir*

Cities across the country struggle with how to revitalize historically disenfranchised neighborhoods. An interesting and successful model — using public education, economic development and self-empowerment to drive change — has had a profound impact on a local underserved community.

Oak Park, just southeast of downtown, is Sacramento's oldest neighborhood. In the early 1900s, it was a thriving community. The elimination of working class jobs from employers like the Libby Cannery, which closed in 1982, left residents with limited opportunities. The construction of Highway 99, the removal of the 5th Avenue off-ramp and the elimination of the streetcar that once connected Oak Park to downtown also meant the neighborhood was distanced from the city's core.

As a result, during the last century Oak Park was one of the city's most crime-ridden, impoverished communities and residents suffered immensely from the infusion of drugs, prostitution and violence.

Today, Oak Park is much different. While the community wrestles with new challenges in finding a balance between old and new, it's a neighborhood on the rise. The transformation has been fueled by the efforts of several nonprofits and elected officials' calls for new strategies, such as making Oak Park the first neighborhood to receive services from WayUp Sacramento, Councilman Jay Schenirer's community building initiative.

One of those organizations is St. HOPE, founded 30 years ago by Oak Park native, NBA player and future Sacramento Mayor Kevin Johnson to help reduce long-time disparities in the neighborhood. What started as an after-school program in 1989 has grown into St. HOPE's three-school public charter network that serves predominantly African American and Latino students from the neighborhood. The premise is that high-quality schools with dynamic teachers and enriching programs can help boost economic mobility for local children. For example, Sac High is the highest performing high school in the state where African American students make up at least 50 percent of the tested student population.

We realized over time that to help bring real change, schools can't be islands of excellence within a larger community they aren't touching. Building upon the initial goal of using public charter schools to close the achievement gap, St. HOPE is now a family of nonprofits that functions as a community development corporation focused on both education and economic efforts to revitalize the neighborhood.

Our business model generates revenue through real estate development, investments and operating companies that over the years has allowed us to scale our programs and increase our impact. This strategy didn't happen overnight; it came from taking a broader view of the community and ensuring that our mission aligned with the neighborhood's needs.

We brought in business investments and tenants that are reflective and relevant to the neighborhood and provide jobs, housing options and enjoyable amenities. Oak Park is home to the 40 Acres Art & Cultural Center that includes the Guild Theater and Underground Books, one of just 57 African American-operated bookstores in the nation. We also have become partners with College Track, Valley Vision and the Sacramento Employment and Training Agency, all similarly focused on community improvement initiatives.

According to a 2019 report prepared by the Tootelian Company for St. HOPE, the economic impact of St. HOPE is nearly \$5.7 million annually in Oak Park and more than \$28.1 million annually across the region when jobs, labor income and indirect business tax revenue are factored in. Annually, nearly 390 jobs are created, which means more than \$14.5 million in additional labor income that can be spent by households each year, and more than \$1.5 million in indirect business taxes are generated.

St. HOPE's dual education and economic development model also has allowed us to become a financially self-sustaining nonprofit, eliminating our dependence on donations for operational revenue for our economic development initiatives. This is significant in Sacramento because our region has the largest per capita number of nonprofits outside of Washington, D.C., but there are no Fortune 500 companies headquartered here. As many nonprofits know, fundraising is difficult when there are limited philanthropic dollars.

St. HOPE Public Schools is one of our four entities and while we receive state education funding we pay the Sacramento City Unified School District nearly \$1 million each year for our facilities, rent and operations because we are a charter-school network. This significantly cuts into our per pupil funding, our ability to cover costs and provide the additional support services our students deserve. In the past, we have had to fundraise to help close this gap. However, by leveraging the power of our business enterprises, we have been able to generate revenue that can offset these costs and find economies of scale, decreasing overall overhead and providing more resources for our schools.

St. HOPE isn't the only nonprofit with a self-sustaining model; Goodwill and PRIDE Industries are other examples of nonprofits doing good work in our community that are not solely dependent on philanthropic contributions to sustain their operations.

This dual-track approach that incorporates revenue generation into an organization's mission is a model other community development nonprofits should consider. Nonprofits can be most effective when, instead of focusing on fundraising to power their vision and maintain their operations, they can direct philanthropic contributions to support new capital projects and their endowment.

There are many pieces to the puzzle to fully implement a community-wide vision for a safer and stronger Oak Park. While there has been enormous progress over the last 30 years, there still is work to be done. There are pressing issues regarding homelessness, housing affordability and unemployment, all of which affect quality of life for residents and prospects for economic development. We hope other nonprofits will take a holistic look at opportunities to strengthen communities. An important first step is to look at revitalization through both an economic development and education lens. Then there should be concerted efforts to put into place a self-sustaining business model that ensures a singular focus on community betterment is not distracted by fundraising efforts.



OPINION

Pandemic shows need to invest in public health protections

BY **BILL QUIRK** POSTED 05.26.2021

One thing we have learned from the COVID-19 pandemic is that there is an immense need to invest in public health and disease prevention tools before there is another widespread outbreak. While we cannot fix the past, we do have an opportunity to ensure California residents are protected from debilitating and deadly diseases in the future.

Our changing climate has enabled the spread of invasive mosquitoes capable of transmitting exotic viruses such as Zika, dengue, and yellow fever. According to the [California Department of Public Health](#), over the last ten years, invasive *Aedes* mosquitoes have spread to more than 300 cities and towns in 22 California counties. They are different from those that are found naturally in California in that they exploit small, often unnoticed water sources and thrive in people's backyards and patios—areas where intervention by mosquito and vector control districts is costly and time-consuming.

Fortunately, the state, in partnership with the University of California, Davis and mosquito control and public health experts, developed the CalSurv Gateway.

Travel-associated cases of dengue, Zika, and chikungunya are detected regularly in California, which leads to risk for local outbreaks. As travel continues to open up, there is a potential for a surge in cases. There are no human vaccines for chikungunya and Zika viruses, both of which are costly to treat and can have long-term health and financial consequences.

In addition, mosquito experts continue to combat West Nile virus, the most prevalent and serious mosquito-borne disease in California. Since the virus was detected in our state in 2003, more than 7,000 human disease cases have been reported including more than 300 deaths.

Fortunately, the state, in partnership with the University of California, Davis and mosquito control and public health experts, developed the CalSurv Gateway. This is an online interactive platform that provides tools for real-time data collection, visualization, and analysis of data of vector-borne diseases. The system curates local and statewide data that enables 81 mosquito and vector control and public health agencies in California to make timely and informed decisions on if and when to employ public health interventions to prevent the spread of mosquito-borne diseases.

The problem is that CalSurv has run out of funding and without state support for these surveillance and disease response activities, public health will be at risk. It is critical that we have an adequate public health database to safeguard residents against vector-borne threats.

One benefit of CalSurv is that it enhances health equity in vulnerable communities. California has a wide range of vector control programs that serve our state's diverse constituency, and these local programs vary greatly in funding and operational capacity. CalSurv is especially effective because it provides software for evidence-based public-health decisions in small rural communities that have a proportionally higher risk of vector-borne disease transmission but limited resources. Mosquito control agencies report that CalSurv allows them to target their operations where they are most effective by facilitating rapid collection and visualization of mosquito surveillance data, providing highlighting areas of heightened risk and timely test results.

California's data on vector-borne diseases is among the most comprehensive and robust in the nation, and CalSurv's many tools for mapping and analyzing data make our state more prepared for the growing effects of climate change and the diseases that invasive species can spread. The rich data sets provide a wealth of information that can be harnessed for research to improve surveillance and control strategies and predict new disease outbreaks. Many data requests from researchers have been served already, and additional state funding would allow for completion of an open-data portal to further accelerate research.

The current pandemic underscores the need for the state to invest in preventative approaches to protect public health and facilitate early interventions. Unfortunately, we have seen the dire consequences when a large disease outbreak occurs. Funding CalSurv is a cost-effective and smart investment in public health.

—
Editor's Note: *Assemblymember Bill Quirk (D-Hayward), who represents the 20th District, was a climate change scientist at NASA and the country's expert on foreign nuclear weapons at Lawrence Livermore Laboratory.*

<https://capitolweekly.net/pandemic-shows-need-to-invest-in-public-health-protections/>

KP crafts and distributes press releases for clients – including direct media distribution and management of placing them on the wire.



HST Pathways Merges with Simple Admit to Enhance End-to-End Patient Technologies for Ambulatory Surgery Centers Nationwide

The merger will enhance and expand services for existing clients of both organizations through best-in-class, cloud-based technology solutions for patients and clinicians

NASHVILLE, TN, May 4, 2021 — HST Pathways today announced a merger with innovative technology provider Simple Admit, LLC, as part of the HST Pathways offerings. The cohesive integration of Simple Admit with HST Pathways will offer clients an immediate, strong return on investment through enhanced patient communications, workflow efficiencies, and collections.

HST Pathways has more than 15 years of experience in cloud-based ASC software development. This merger falls on the heels of HST Pathways' launch of "HST One," and "HST One+" a premier membership-based SaaS platform that encompasses the full life cycle of a surgical case, including the physician office, surgery center, and pre- and post-surgery patient experience. For more than a decade, Simple Admit has crafted industry-leading software solutions that connect patients with Ambulatory Surgery Center (ASC) staff through user-friendly online services that improve efficiencies, communication, and cost savings from pre-admissions through post-op care.

"Simple Admit has enjoyed a great relationship with HST Pathways for several years since we first began aligning with the company on our client offerings," said Dan Coholan, CEO of Simple Admit. "We are confident our combined solutions will have a transformative effect on revenue cycle management, the patient experience, and case volume. Together, the products and services of our companies provide a best-in-class wraparound approach to outpatient surgery that is unparalleled in the market."

Multiple Simple Admit solutions will be included with the HST Pathways offerings, providing clients with an all-encompassing suite of patient-relationship management services, including an industry-leading

online pre-op admission service; an embedded way for patients to review and pay their financial responsibility prior to their surgery date; and a full-service patient registration process conducted by Simple Admit's top-rated Patient Engagement Center.

"Today's patients are increasingly expecting a more intuitive, easy-to-navigate process related to their procedure, and that experience impacts their overall quality assessment of their outpatient surgery," said CEO & Founder of HST Pathways, Tom Hui. "The patient experience at an ASC is a big differentiator to other surgical settings. Enhancing HST Pathways' patient engagement features through the addition of Simple Admit's solutions will make it easy for ASCs to improve their patient experience without straining their financial resources or clinical staff."

The addition of Simple Admit is the latest in HST Pathways' rapid growth over the past year, building upon the November 2020 growth investment from Bain Capital Tech Opportunities and Nexus Holdings, merger with industry partner Casetabs and second consecutive recognition on the Inc. 5000 list.

"Enhancing patient engagement and experience is paramount to HST Pathways' goal of building the premier, all-encompassing software solution for the ASC industry," said Darren Abrahamson, a Managing Director of Bain Capital Tech Opportunities. "To that end, Simple Admit has perfected a model that is revered by both patients and ASC customers and highly complementary to our current product set."

About HST Pathways. HST Pathways, a Bain Capital Company, is the leading provider of a suite of products under the "HST One" membership offering, including practice management software, physician office scheduling, care coordination, revenue cycle optimization, enterprise supply chain management, case costing, patient engagement and communication, an electronic health record system, and data analytics. See why more than 1,300 clients are choosing HST Pathways by visiting www.hstpathways.com.

About Simple Admit. Simple Admit is a leading provider of automated patient relationship management solutions for surgery centers. The platform offers a customized suite of online services that provides a strong ROI, increased revenue, operational efficiencies, and cost savings from pre-admissions through post-op care. Simple Admit's full suite of patient-centric services improve patient safety and satisfaction. www.simpleadmit.com

About Bain Capital Tech Opportunities. Bain Capital Tech Opportunities www.baincapitaltechopportunities.com aims to help growing technology companies reach their full potential. We focus on companies in large, growing end markets with innovative or disruptive technology where we believe we can support transformational growth. Our dedicated, tenured team has deep experience supporting growing technology businesses—bringing together differentiated backgrounds in private and public equity investing, as well as technology operating roles. We invest behind fundamental long-term tailwinds as technology penetrates across industries, creating a large and growing number of investment opportunities. Bain Capital Tech Opportunities focuses on five priority sub-verticals: Application Software, Infrastructure & Security, Fintech & Payments, Healthcare IT and Internet & Digital Media.

Sample Press Release -- Pepperdine Graziadio School of Business and Management: For almost a decade, KP has worked with the Pepperdine Graziadio School in Los Angeles. With a limited marketing budget, Pepperdine Graziadio is far outspent by nearly competitors --mainly the University of Southern California and University of California, Los Angeles. The business school invested in establishing a presence in the news environment where they know prospective students seek information. Short and impactful press releases resonated with education media, target students and the news media; in recent years, the Graziadio School has enjoyed positive upward movement in rankings and share of media voice.

Pepperdine Graziadio Soars Nearly 20 Spots in USNWR MBA Rankings

Full-time program jumps 18 spots; part-time program catapults 19 spots to nation's top 30

March 14, 2017 07:00 AM Eastern Daylight Time -- LOS ANGELES--([BUSINESS WIRE](#))--The [Pepperdine Graziadio School of Business and Management](#) announced today that its [full-time MBA program](#) made the largest jump of all MBA programs in California in the *U.S. News & World Report's* (USNWR) 2018 [rankings](#) of the nation's top business schools. The full-time MBA program climbed 18 positions ahead of last year to number 65. The [Pepperdine Graziadio part-time MBA program](#) vaulted 19 positions to number 29, landing in the top five programs in California.

"Our rankings trajectory reflects our ongoing commitment to continuous innovation, academic excellence and bold, values-centered leadership," said Deryck van Rensburg, dean of the Graziadio School of Business and Management. "We're proud to nurture the next generation of global business trailblazers who will become both the 'best in the world' and the 'best for the world.'"

The Pepperdine Graziadio MBA programs include small classes with highly accomplished peers that stimulate critical thinking in a personal, connected community. World-class faculty challenge students to succeed through a renowned, hands-on approach to experiential learning using real-world live case studies. Pepperdine Graziadio School's tailored curriculum meets the lifestyle needs and unique ambitions of working professionals, full-time students and seasoned executives.

In the part-time MBA program, designed for the busy lives of working professionals, students can choose from one of eight academic concentrations and take classes online, in person at one of five accessible campus locations, or through hybrid options. The full-time MBA program offers six concentrations and an accelerated one-year program, as well as international and study abroad options. Both MBA programs embrace rigorous, applied learning that enables students to enhance their professional knowledge and skills.

About Pepperdine Graziadio School of Business and Management

A leader in cultivating entrepreneurship and digital innovation, [the Pepperdine Graziadio School of Business and Management](#) focuses on the real-world application of MBA-level business concepts. The Graziadio School provides student-focused, globally-oriented education through part-time, full-time, and executive MBA programs at our five Southern California locations, Silicon Valley and Santa Barbara campuses, as well as through online and hybrid formats. In addition, the Graziadio School offers a variety of master of science programs, a bachelor of science in management degree-completion program, and the Presidents and Key Executives MBA, as well as executive education certificate programs. Follow the Graziadio School on [Facebook](#), on Twitter at [@GraziadioSchool](#), [Instagram](#) and [LinkedIn](#).

KP manages community outreach and events, such as the launch of the Amtrak San Joaquins Morning Express Train which included a celebration, presentations by elected officials, and generating media coverage.

Events: Amtrak San Joaquins Morning Express Launch

MEDIA RELATIONS – Press releases were developed to promote the event, and op-eds were placed in the Fresno Bee, Modesto Bee, and others. The conference was broadcasted on AM radio and TV through local affiliates of ABC, NBC, CBS, and Fox.

SPEAKERS: Elected officials from city, county, and statewide offices including Asm. Kevin McCarty

TOURS: Tours of the area surrounding the train station were held, including tours of local tourist destinations such as the State Capital and Golden 1 Center.

STAKEHOLDER OUTREACH: Sacramento Regional Transit, Lyft, 129 area business and governmental leaders took part in the inaugural ride.



Events: Amtrak San Joaquins Morning Express Launch



KP provided outreach and coalition building throughout California to provide the newspaper industry a one-year exemption from the provisions of AB 5. Our program pushed the “Save Local Journalism Act,” which established a path for community and ethnic news outlets to reach underserved communities and stabilized the newspaper industry during the COVID crisis. As part of the effort, we worked with a broad, diverse coalition of organizations committed to the preservation of community newspapers and journalism, and helped draft and place a series of opinion editorials by key opinion leaders in target districts throughout the state, as well as guest columns by the Association president. The “Save Local Journalism Act” received bipartisan support from both the Assembly and Senate.

<https://goldcountrymedia.com/news/173596/editorial-your-newspapers-role-in-times-of-crisis/>

<https://www.fresnobee.com/opinion/readers-opinion/article242688566.html>

<https://www.sfchronicle.com/opinion/openforum/article/California-Legislature-must-pass-the-Save-Local-15345599.php>

<https://www.pe.com/2020/05/03/newspapers-critical-to-inland-empire-recovery-efforts/>

<https://www.sacbee.com/opinion/california-forum/article241891091.html>

https://www.montereycountyweekly.com/opinion/forum/newspapers-are-facing-unprecedented-financial-losses-california-lawmakers-have-a-chance-to-help/article_63bf3994-b0fe-11ea-b41a-bfe1a0fd31b8.html

Branding and Identity Development: California Department of Public Health

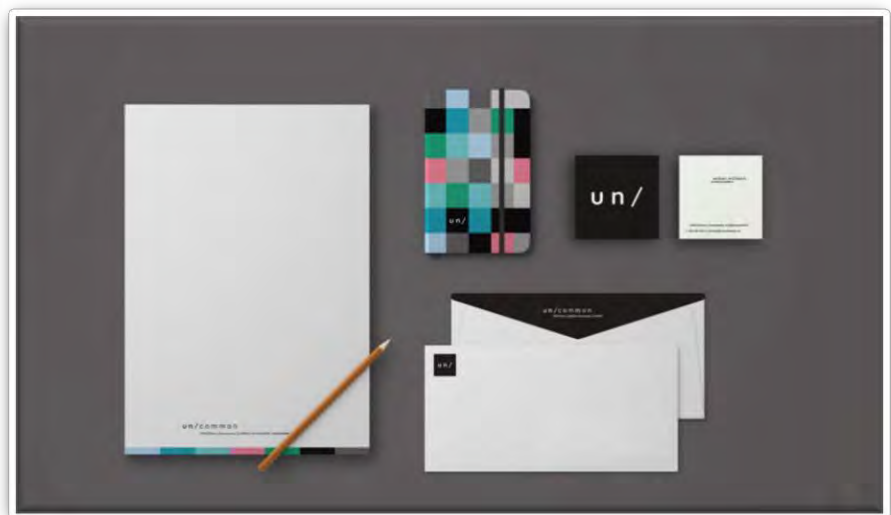
From 2017-2018, the KP Team managed a statewide branding and education campaign for the California Department of Public Health (CDPH) that focused on building awareness about the Zika virus and influencing a behavioral change in at-risk populations in no-cost PSA, news, and advertising material.

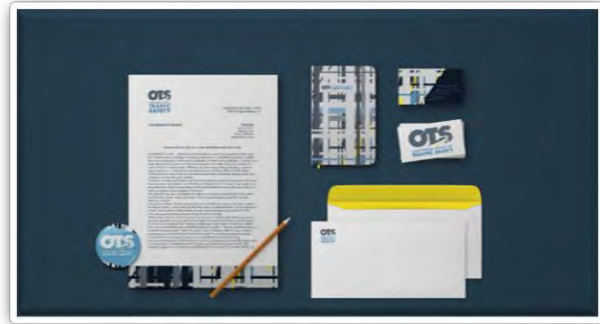
The overall campaign theme urged California residents traveling to Zika infected areas “Don’t Bring Zika Home.” The branding/public awareness effort involved developing a visual brand, sharing PSA materials (video, scripts, toolkits, brochures/posters/tip cards, PR outreach), digital advertising, theater advertising, and grassroots outreach. Sample video <https://www.youtube.com/watch?v=FxhIKwUDUHk>

The campaign was successful delivering specific, targeted, themed messages to key audience members with more than 12 million PSA impressions (10,638,275 in English; 1,398,330 in Spanish); 242,696 PSA clicks (213,140 in English; 29,556 in Spanish); 124,710 PSA video views, and more than 100 individual organizations including UC/CSU/community colleges, Latino health clinics, First Five, local elected officials and local public health offices, shared the materials as a result of our outreach. In addition, 13 movie theaters ran PSA material for three weeks during the peak holiday season, garnering 3,464 rotations and 15 movie theaters ran PSA material for approximately three weeks during the summer holiday season, garnering 6,430 rotations.

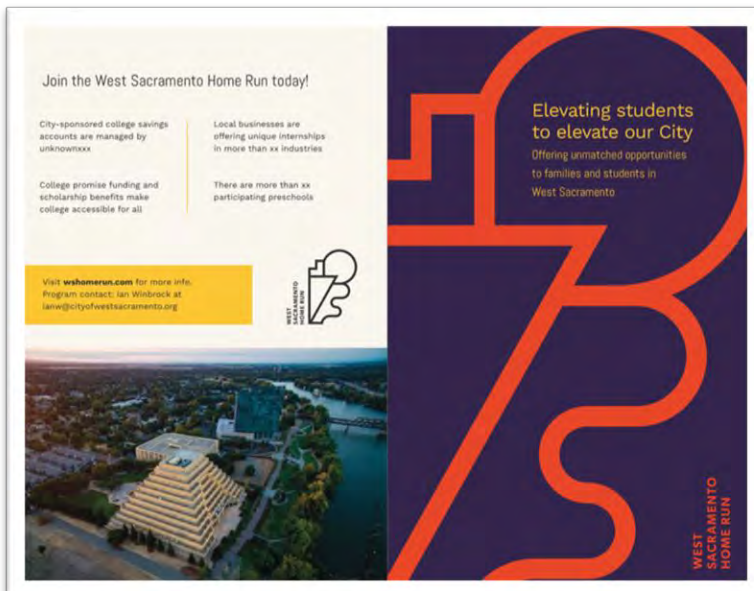


Branding partner Amber Witzke has created a series of logos and brand identities – examples include:





KP worked with the City of West Sacramento on a program launch for Kids Home Run, which included content development, website developing, branding and materials.

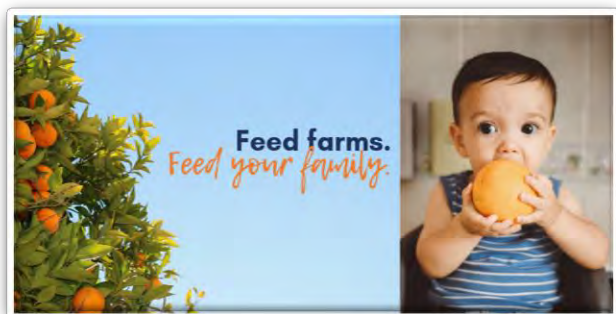
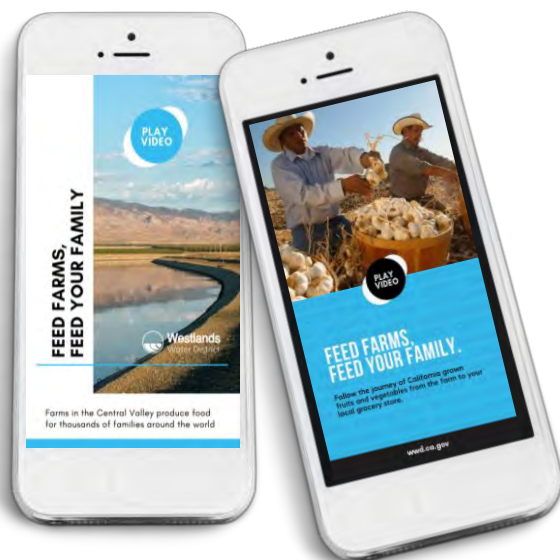


Social Media Campaign: Donate Life California

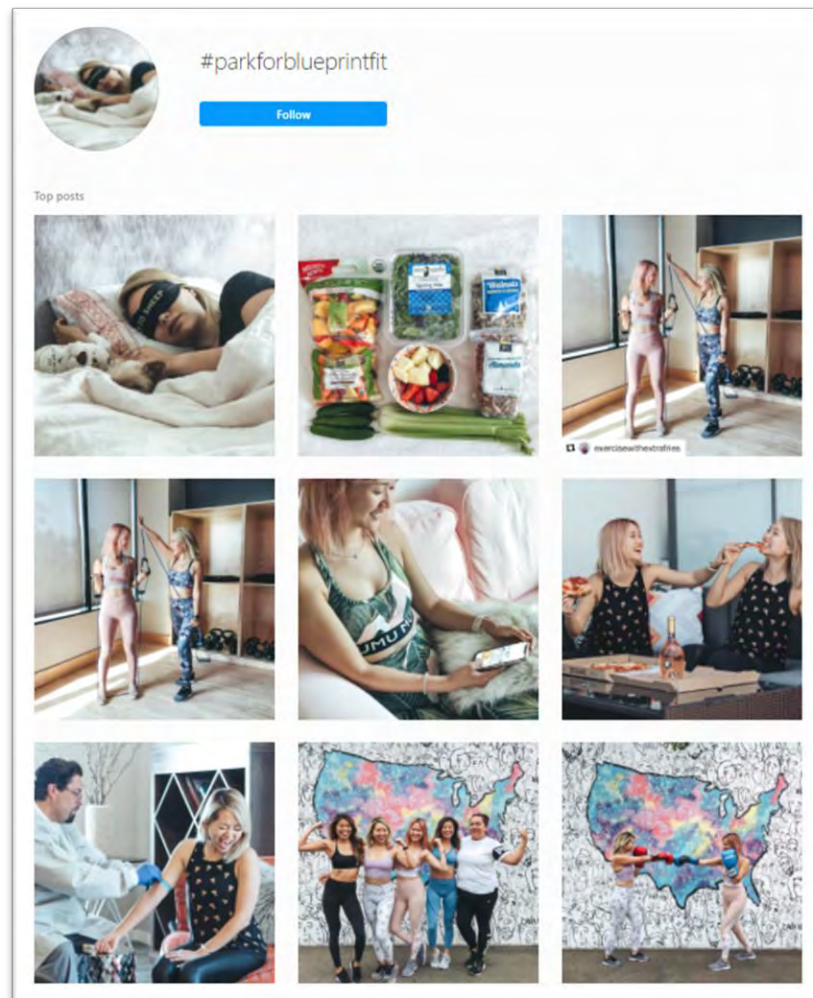
KP conceptualized and executed a social media and digital ad campaign called “Be Someone’s Hero” for Donate Life California. The campaign aimed to increase awareness among Californians regarding their opportunity to contribute to the organization on their state income tax return. The campaign received over 3 million impressions on online platforms including Google, Facebook, Instagram, and Twitter. KP organized a #ChatwithDonateLifeCA tweet chat for the Donate Life California, which earned nearly 17K organic impressions and 338 engagements in a one-hour period. As part of this effort, we secured participation from film and TV actress Brittany Curran who helped drive awareness to 90k+ of her followers.



Westlands Water District: KP devised the “Feed Farms, Feed Your Family” campaign to personalize issues concerning the Westlands Water District for stakeholders from urban areas who are likely insulated from issues important to the state’s water economy. We created and promoted two videos that earned almost 500,000 total views. To support rollout, we strategically managed a paid digital ad campaign, and sponsored social media posts.



Quest Diagnostics – Blueprintfit: From ideation to campaign execution, KP launched an influencer marketing campaign on Instagram to drive brand awareness of a Quest Diagnostics product line, Blueprintfit, among audiences interested in fitness and health. The campaign, which included IG posts and an IG Live session, earned 12k+ engagements on Instagram and earned the company exposure to the influencers' 55k followers.



**Marina Coast Water District
Agenda Transmittal**

Agenda Item: 12-C

Meeting Date: June 20, 2022

Prepared By: Remleh Scherzinger P.E.

Approved By: Jan Shriner

Agenda Title: Adopt Resolution 2022-32 to Approve Amendment No.1 to the General Manager's Employment Agreement

Staff Recommendation: Adopt Resolution 2022-32 Approving Amendment No.1 to the General Manager's Agreement and Authorizing the Board President the Execute the Necessary Documents

Background: *Strategic Plan, Goal No. 5.0 – Our objective is to recruit and retain a highly qualified, diverse and inspired workforce that delivers the essential services of our mission statement to the public while providing outstanding customer service. Our strategy is to utilize sound policies and personnel practices, offer competitive compensation and benefits, and provide opportunities for training, development, and professional growth while ensuring a safe and secure workplace.*

In April and May of this year the Board reviewed the work of the General Manager and considered modifications to the GMs contract. The current contract was for 3 years and established a series of allowances and equipment provided by the District to support the General Manager during the course of his duties. The parties met and negotiated and came to agreement on Amendment 1 to the current GMs agreement.

Discussion/Analysis: Effective June 1st the Amendment contains four separate items that modify the existing agreement. The first is to set the GMs base salary to \$250,000 dollars an increase of \$11,240. This sets the GMs compensation on a comparable level with other managers in the area. The second was the removal of Section 3.b of the agreement. This removes the term from the agreement, the GM is still an at-will employee and can be dismissed by the Board with or without cause. The removal of this section allows the parties to focus on long range planning and projects. The third modification was to increase the vehicle allowance by \$150 dollars. This brings the GMs allowance to \$500 dollars and is intended to differ a small portion of increased fuel costs. Lastly, the Board agreed to a \$100 dollar a month cell phone allowance in lieu of providing a cell phone.

In summary:

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

Environmental Review Compliance: Not required.

Climate Adaptation: Not applicable.

Financial Impact: _____Yes X No **Funding Source/Recap:** Funds for the GMs salary come from the general overhead of the District. The total cumulative cost of the amendment is \$14,240 dollars and represent an overall increase to the 2021-2022 Admin wages of 0.7%.

Other Considerations: None.

Material Included for Information/Consideration: Resolution No. 2022-32; and copy of Amendment 1 to the GM 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 20, 2022

Resolution No. 2022-32
Resolution of the Board of Directors
Marina Coast Water District
Approving Amendment No. 1 to the General Manager Employment Contract

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

WHEREAS, on March 31, 2021, the Directors approved execution of a General Manager Employment Contract between Remleh Scherzinger and Marina Coast Water District (Employment Contract); and,

WHEREAS, the District and Remleh Scherzinger signed the Employment Contract effective April 12, 2021; and,

WHEREAS, the Directors and the General Manager met in April and May 2022 to discuss contract amendments, and,

WHEREAS, following successful negotiations, the Directors and Remleh Scherzinger have determined that it is in the best interests of the District and the General Manager to amend the Employment Contract.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby approve Amendment No. 1 to the Employment Contract with Remleh Scherzinger and authorize the Board President to execute the necessary documents.

PASSED AND ADOPTED on June 20, 2022 by the Board of Directors of the Marina Coast Water District by the following roll call vote:

Ayes: Directors _____

Noes: Directors _____

Absent: Directors _____

Abstained: Directors _____

Jan Shriner, President

ATTEST:

Remleh Scherzinger, Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of the Board of the Marina Coast Water District hereby certifies that the foregoing is a full, true and correct copy of Resolution No. 2022-32 adopted June 20, 2022.

Remleh Scherzinger, Secretary

**FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT – GENERAL MANAGER,
MARINA COAST WATER DISTRICT**

THIS FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT – GENERAL MANAGER, MARINA COAST WATER DISTRICT (the “Amendment”) is made and entered into as of June 1, 2022, by and between the Marina Coast Water District, a California county water district (hereinafter “District”) and Remleh Scherzinger (hereinafter “Scherzinger”).

RECITALS

A. The District and Scherzinger entered into that certain Employment Agreement – General Manager, Marina Coast Water District dated April 1, 2021 (the “Agreement”) relating to Scherzinger’s employment as the General Manager for District; and,

B. The parties desire to modify the Agreement, as set forth herein.

NOW THEREFORE for and in consideration of the mutual covenants and agreements contained in the Agreement and this Amendment, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the District and the Scherzinger hereby agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS. The Recitals set forth above are each incorporated into the body of this Agreement as if set forth in full. Further, any terms, conditions, and obligations set forth in the Agreement, not amended or modified by this Amendment shall remain in full force and effect.

2. Term (Section 3.b): Section 3.b is deleted in its entirety.

3. Salary (Section 6): The Starting Salary of \$235,000 gross annually shall be increased to \$250,000.

4. Automobile Allowance (Section 7.h): Scherzinger’s vehicle allowance shall be increased to Five Hundred dollars (\$500) per month.

5. Cell Phone and Laptop (Section 7.k): Section 7.k is deleted in its entirety and the following shall be substituted in its place: The District shall provide Scherzinger a cell phone allowance of \$100 per month and issue Scherzinger a laptop. Scherzinger agrees to comply with all District security and protocols for the use of the cell phone and laptop. The District Laptop shall be returned to the District upon Scherzinger’s separation under Paragraph 11.

6. The parties have caused this First Amendment to the Agreement to be effective on the date set forth above.

MARINA COAST WATER DISTRICT

By: _____
Jan Shriner
President of the Board

By: _____
Remleh Scherzinger, MBA, P.E.