



# MARINA COAST WATER DISTRICT

11 RESERVATION ROAD, MARINA, CA 93933-2099

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

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

## DIRECTORS

JAN SHRINER  
President

HERBERT CORTEZ  
Vice President

THOMAS P. MOORE  
GAIL MORTON  
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, September 19, 2022, 6:30 p.m. PST

Due to Governor Newsom's Executive Order N-29-20 and recommendations on protocols to contain the spread of COVID-19, staff and Board members will be attending the September 19, 2022 meeting remotely from various locations. There will be NO physical location of the meeting. The public is strongly encouraged to use the Zoom app for best reception.

There may be limited opportunity to provide verbal comments during the meeting. Persons who are participating via telephone will need to press \*9 to be acknowledged for comments. Members of the public participating by Zoom will be placed on mute during the proceedings and will be acknowledged only when public comment is allowed, after requesting and receiving recognition from the Board President. Public comment can also be submitted in writing to Paula Riso at [priso@mcwd.org](mailto:priso@mcwd.org) by 9:00 am on Monday, September 19, 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/88681087641?pwd=NIMzUkNENVVpSEhLQmZsYlB6eXFwdz09>

Passcode: 551194

To participate via phone: 1-669-900-9128; Meeting ID: 886 8108 7641; Passcode: 551194

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

### 1. Call to Order

### 2. Roll Call

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

This agenda is subject to revision and may be amended prior to the scheduled meeting. Pursuant to Government Code section 54954.2(a)(1), the agenda for each meeting of the Board shall be posted at the District offices at 11 Reservation Road, Marina. A complete Board packet containing all enclosures and staff materials will be available for public review on the District website, Thursday, September 15, 2022. Information about items on this agenda or persons requesting disability related modifications and/or accommodations should contact the Board Clerk 48 hours prior to the meeting at: 831-883-5910

#### 4. Closed Session

- A. Pursuant to Government Code 54956.9  
Conference with Legal Counsel – Existing Litigation  
Appeal No. A-3-MRA-19-0034 by California-American Water Company to the California Coastal Commission over Denial by the City of Marina for a Coastal Development Permit for Construction of Slant Intake Wells for the Monterey Peninsula Water Supply Project
- B. Pursuant to Government Code section 54956.9(d)(2)  
Conference with Legal Counsel – Anticipated Litigation  
Significant exposure of litigation  
One Potential Case
- C. Pursuant to Government Code section 54956.9(d)(4)  
Conference with Legal Counsel – Initiation of Litigation  
One Potential Case

#### Reconvene Open Session

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

#### 6. Pledge of Allegiance

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

#### 8. Presentations

- A. [Consider Adoption of Resolution No. 2020-46 Congratulating and Recognizing Kelly Cadiente on her Retirement as the Director of Administrative Services with 12 Years of Service to MCWD](#)  
(Page 1)
- B. [Consider Adoption of Resolution No. 2020-47 Congratulating and Recognizing Tony Kelsey on his Retirement as a System Operator II with Nearly 43 Years of Service to MCWD](#)  
(Page 5)

#### 9. Consent Calendar

- A. [Receive and File the Check Register for the Month of August 2022](#)  
(Page 10)
- B. [Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 15, 2022](#)  
(Page 19)

- C. [Approve the Draft Minutes of the Special Joint Board/GSA Meeting of August 25, 2022](#)  
(Page 26)
- D. [Receive an Update on the Fiscal Impacts to the District due to Covid-19](#)  
(Page 30)
- E. [Adopt Resolution No. 2022-48 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days](#)  
(Page 40)

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

- A. [Adopt Resolution No. 2022-49 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 3 Development in Seaside, CA](#)  
(Page 44)
- B. [Adopt Resolution No. 2022-50 to Accept the Infrastructure Improvements Installed Under a Water, Sewer, and Recycled Water Infrastructure Agreement Between Marina Coast Water District and Marina Developers, Inc. for the Sea Haven Phases 3A and 3B Development Projects](#)  
(Page 105)
- C. [Appoint the General Manager as a Real Property Negotiator for District Owned Properties](#)  
(Page 122)

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

- A. General Manager's Report
- B. Committee and Board Liaison Reports
  - 1. Budget and Personnel Committee
  - 2. Executive Committee
  - 3. Community Outreach Committee
  - 4. Joint City District Committee
  - 5. M1W Board Member Liaison

## **12. Board Member Requests for Future Agenda Items**

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

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

*Regular Meeting:        Monday, October 17, 2022, 6:30 p.m.*

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item: 8-A**

**Meeting Date: September 19, 2022**

**Prepared By:** Remleh Scherzinger

**Approved By:** Remleh Scherzinger

**Agenda Title:** Consider Adoption of Resolution No. 2022-46 Congratulating and Recognizing Kelly Cadiente on her Retirement as the Director of Administrative Services with 12 Years of Service to MCWD

**Staff Recommendation:** That the Board adopt a resolution recognizing Kelly Cadiente for her 12 years of excellent service to the Marina Coast Water District and wishing her well in her much deserved retirement.

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

Kelly Cadiente joined the District on July 30, 2010 from the Monterey County Pollution Control Agency (now Monterey One Water) bringing with her a tremendous amount of knowledge and experience. Kelly seamlessly assumed oversight and responsibility for the financial, technological, and customer service functions of the District.

**Discussion/Analysis:** In her twelve years with the District, Kelly has served the District with the utmost professionalism. In that time, Kelly has attended and successfully navigated a multitude of FORA Water and Wastewater Committee meetings and FORA Board meetings to present budget information (compensation plans) up to and until the closure of FORA on June 30, 2020. She has overseen the preparation of the District's annual budgets to the Board and the Comprehensive Annual Financial Statements maintaining an unbroken streak of awards from the GFOA. She has continuously provided thoughtful and informative quarterly reports to the Board on finances, water consumption, and wastewater flows, supporting the Boards desire to the public a better understanding of the District and it operations.

In her time with the District, Kelly has achieved several notable accomplishments. She has overseen the update to the District's financial software, Issued \$48.6 million in Bond funding and refinancing, oversaw the reissuance of District revenue bonds saving the Districts \$2.9 million dollars over the life of the bonds, oversaw the process to acquire \$21.9 million in State Revolving loans and grants and a bridge loan to pay for the Districts' Regional Urban Water Augmentation Program. Kelly and her staff have continued the District's impressive qualification for a Certificate in Achievement for Excellence in Financial Reporting issued by the Government Finance Officers Association which is currently at 14 consecutive years.

Kelly Cadiente has served the Marina-Ord community with the highest level of professionalism and is recognized for twelve years of excellence at the Marina Coast Water District. The Board of Directors and the staff of MCWD celebrate her and wish for her a long and enjoyable retirement.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.



**Financial Impact:**      X   Yes           No    **Funding Source/Recap:** Expenditure for the plaque is allocated across four cost centers from the Hospitality & Awards account.

**Other Considerations:** None.

**Material Included for Information/Consideration:** Resolution No. 2022-46.

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

---

Board Action

Motion By                      Seconded By                      No Action Taken                     

Ayes                                      Abstained                                     

Noes                                      Absent

September 19, 2022

Resolution No. 2022-46  
Resolution of the Board of Directors  
Marina Coast Water District  
Congratulating and Recognizing Kelly Cadiente on her Retirement as the Director of  
Administrative Services with 12 Years of Service to MCWD

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 19, 2022, via a videoconference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Kelly Cadiente joined the District on July 30, 2010 from the Monterey Regional Water Pollution Control Agency (now Monterey One Water) bringing with her a tremendous amount of knowledge and experience; and,

WHEREAS, Kelly seamlessly assumed oversight and responsibility for the financial, technological, and customer service functions of the District and has served the District with the utmost professionalism; and,

WHEREAS, Kelly has overseen the preparation of the District’s annual budgets to the Board and the Comprehensive Annual Financial Statements and continuously provides high-quality quarterly reports to the Board on finances, water consumption, and wastewater flows; and,

WHEREAS, Kelly has overseen the update to the District’s financial software, prepared and presented bond rating meetings, oversaw the reissuance of District revenue bonds saving the Districts millions of dollars over the life of the bonds, oversaw the process to acquire State Revolving loans and grants and a bridge loan to pay for the Districts’ Regional Urban Water Augmentation Program, and oversaw the District’s recent acquisition of Bond funds in 2019 to pay for capital infrastructure and equipment needs; and,

WHEREAS, Kelly and her staff have continued the District’s impressive qualification for a Certificate in Achievement for Excellence in Financial Reporting issued by the Government Finance Officers Association which is currently at 14 consecutive years; and,

WHEREAS, Kelly is very deserving to be recognized and appreciated for her twelve years of excellence service with the District, not only for her professional abilities, but also for her wonderful, supportive, personality.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby express its gratitude and recognizes Kelly Cadiente for twelve years of service to the Marina Coast Water District, and wish her well in her much deserved retirement.

PASSED AND ADOPTED on September 19, 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. 2022-46 adopted September 19, 2022.

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

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 8-B

**Meeting Date:** September 19, 2022

**Prepared By:** Derek Cray

**Approved By:** Remleh Scherzinger

**Agenda Title:** Consider Adoption of Resolution No. 2022-47 Congratulating and Recognizing Tony Kelsey, System Operator II, for 43 Years of Service to the Marina Coast Water District

**Staff Recommendation:** Staff recommends the Board of Directors adopt Resolution No. 2022-47 in recognition of Tony Kelsey's retirement as a System Operator II with 43 years of service with MCWD.

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

**Discussion/Analysis:** Tony Kelsey started with Marina Coast Water District (District) on September 5, 1979, as a Wastewater Treatment Plant Operator-in-Training (OIT). Within his first year, Tony obtained his Grade 1 Wastewater Treatment Plant Operator certification through the California State Waterboards. Tony was a key operator that ran the District's own wastewater treatment plant until it was decommissioned and replaced with the regional facility. In 2012, Tony moved into a System Operator II position and operated and maintained the District's water and wastewater collections system.

During Tony's time with the District, he achieved a high level of certifications, and at his time of retirement, he held the following certifications:

- Grade 2 Wastewater Collections through the California Water Environmental Association (CWEA)
- D3 Water Distribution Operator through the California Waterboards
- T2 Water Treatment Plant Operator through the California Waterboards
- Grade 1 Wastewater Operator through the California Waterboards
- CCTV certification through National Association of Sewer Service Companies (NASSCO)

For the last three years, Tony has been responsible for taking all of the District's bacteriological samples. Tony also took a majority of the District's source water samples when his busy schedule would allow. Tony's meticulous attention to detail truly showed, and he helped the District enhance its sampling program. Tony was key in ensuring that the District met and exceeded water quality testing standards with the State.

Tony came to work every day with a smile and was always a joy to be around. He was continually courteous to those around him, and he would always help the new and seasoned operators by sharing his knowledge of the system. As all good things must come to an end, so does Tony's extremely long career with the District at 43 years. It is with great pleasure to recognize Tony for his 43 years with the Marina Coast Water District. We congratulate him on his retirement and wish him well in all his future endeavors.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Financial Impact:**      X   Yes           No    Funding Source/Recap: Expenditures for the plaque is allocated across four cost centers from the Hospitality & Awards account.

**Other Considerations:** None.

**Material Included for Information/Consideration:** Resolution No. 2022-47.

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

---

Board Action

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

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

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

September 19, 2022

Resolution No. 2022-47  
Resolution of the Board of Directors  
Marina Coast Water District

Congratulating and Recognizing Tony Kelsey, System Operator II, on his Retirement after  
43 Years of Service to the Marina Coast Water District

RESOLVED by the Board of Directors ("Directors") of the Marina Coast Water District ("District"), a regular meeting duly called and held on September 19, 2022 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, Tony Kelsey joined the District on September 5, 1979, as a Wastewater Treatment Plant Operator-in-Training (OIT); and,

WHEREAS, Tony was a key operator that ran the District's own wastewater treatment; and,

WHEREAS, in 2012, Tony was promoted to a System Operator II position, where he operated and maintained the District's water and wastewater collections systems; and,

WHEREAS, Tony has been responsible for taking all the District's bacteriological samples to ensure the District stayed in compliance with the State; and,

WHEREAS, Tony held a Grade 2 CWEA Collections System Maintenance, D3 Water Distribution Operator, T2 Water Treatment Plant Operator, Grade 1 Wastewater Treatment Plant Operator, and a Wastewater CCTV certification; and,

WHEREAS, Tony came to work every day with a smile and was always courteous to those around him; and,

WHEREAS, Tony has decided to sunset from the District on September 9, 2022, to forgo the early morning and late night SCADA wake-up calls and instead spend more time on the lake fishing and enjoying his family's company.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Marina Coast Water District does hereby congratulate Tony Kelsey on his retirement from the District after 43 years of service, presents him with a virtual plaque, and wishes him the best in his future endeavors.

PASSED AND ADOPTED on September 19, 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. 2022-47 adopted September 19, 2022.

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



**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 9

**Meeting Date:** September 19, 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 August 2022
- B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 15, 2022
- C) Approve the Draft Minutes of the Special Joint Board/GSA Meeting of August 25, 2022
- D) Receive an Update on the Fiscal Impacts to the District due to Covid-19
- E) Adopt Resolution No. 2022-48 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days

**Discussion/Analysis:** See individual transmittals.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** 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 August 2022; draft minutes of August 15 2022; draft minutes of August 25, 2022, Covid Fiscal Impact Graphs; and, Resolution No. 2022-48.

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

---

Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 9-A

**Meeting Date:** September 19, 2022

**Prepared By:** Remleh Scherzinger

**Approved By:** Remleh Scherzinger

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

**Staff Recommendation:** The Board of Directors receive and file the August 2022 expenditures totaling \$3,353,219.59.

**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 August 2022 and the Board is requested to receive and file the check register. The August check register was larger than normal due to the following payments:

- Check No 72459 – Construction payment to Monterey Peninsula Engineering for the amount of \$222,556.10 for the RUWAP Distribution Project
- Check No 72464 – Construction payment to Anderson Pacific Engineering for the amount of \$1,391,654.72 for the A1/A2 Tanks B/C Booster Pump Station Project
- Check No 42486 – Purchase of a 2022 John Deere 35G Compact Excavator for the amount of \$63,140.69
- Check No 72549 – Payment to Salinas Valley Basin Groundwater Sustainability Agency for Corral de Tierra GSP, a subgrantee of our Sustainable Groundwater Planning Grant (Proposition 1) in the amount of \$172,529.10

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** 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:** August 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\_\_\_\_\_

## August 2022 SUMMARY CHECK REGISTER

DATE	CHECK #	CHECK DESCRIPTION	AMOUNT
08/01/2022	72413 - 72452	Check Register	48,584.99
08/09/2022	ACH	Friedman & Springwater LLP	49,416.00
08/09/2022	72453 - 72491	Check Register	2,022,814.51
08/15/2022	72492 - 72513	Check Register	41,650.79
08/23/2022	72514 - 72553	Check Register	599,691.84
08/30/2022	72554 - 72582	Check Register	37,813.65
08/04/2022	ACH	CalPERS	600.00
08/05/2022	ACH	CalPERS	26,025.92
08/05/2022	ACH	Empower Retirement	11,870.00
08/05/2022	ACH	Internal Revenue Service	45,486.94
08/05/2022	ACH	State of California - EDD	10,335.65
08/05/2022	ACH	WageWorks, Inc.	780.45
08/05/2022	501396	Payroll Checks and Direct Deposit	110,232.83
08/05/2022	501397	Check Register	599.00
08/09/2022	501398 - 501403	Check Register	74,583.04
08/11/2022	ACH	Internal Revenue Service	137.74
08/11/2022	501404	Board Compensation Checks and Direct Deposit	831.13
08/19/2022	ACH	CalPERS	25,984.88
08/19/2022	ACH	Empower Retirement	12,120.10
08/19/2022	ACH	Internal Revenue Service	43,376.78
08/19/2022	ACH	State of California - EDD	9,788.37
08/19/2022	ACH	WageWorks, Inc.	780.45
08/19/2022	501405	Payroll Checks and Direct Deposit	108,178.62
08/22/2022	501406 - 501407	Check Register	70,835.91
08/24/2022	ACH	CalPERS	700.00
<b>TOTAL DISBURSEMENTS</b>			<b><u>3,353,219.59</u></b>

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72413	07/13/2022	08/01/2022	Grainger	General Supplies	64.22
72414	06/01/2022	08/01/2022	CWEA - Monterey Bay Section	Grade III Collection System Certification Renewal	101.00
72415	07/12/2022	08/01/2022	Carollo Engineers, Inc.	Construction Meetings, Submittal Review - RUWAP	1,106.80
72416	07/20/2022	08/01/2022	Green Rubber-Kennedy AG, LP	General Supplies	433.69
72417	07/11/2022	08/01/2022	Conservation Rebate Program	3029 Westwood Ct - Washer Rebate	100.00
72418	07/15/2022	08/01/2022	U.S. Bank National Association	Beach Office Copier Lease 07/10 - 08/09	275.32
72419	07/15/2022	08/01/2022	ICONIX Waterworks (US), Inc.	Hydrant, Mechanical Joint, Supplies - 6th Ave Hydrant Replacement; (6) Bolt Up Sets and Gaskets, DI Spool - Airport LS; (43) Bolt Up Sets, (86) Gaskets, General Supplies	5,351.99
72420	07/01/2022	08/01/2022	Verizon Connect NWF, Inc.	GPS Service - (26) Fleet Vehicles 06/2022	494.00
72421	06/06/2022	08/01/2022	ALK Services, Inc.	General Supplies	38.24
72422	07/14/2022	08/01/2022	Conservation Rebate Program	178 Linde Cir - (2) Toilet Rebates	150.00
72423	07/11/2022	08/01/2022	Conservation Rebate Program	622 Thomas Ct - Washer Rebate	100.00
72424	07/11/2022	08/01/2022	Conservation Rebate Program	356 Reservation Rd #94 - Toilet Rebate	50.00
72425	07/11/2022	08/01/2022	Nearmap US, Inc.	ArcGIS Map Subscription 07/11/22 - 07/10/23	5,000.00
72426	07/27/2022	08/01/2022	City of Seaside	City Utility Tax 04/2022 - 06/2022	18,680.96
72427	07/12/2022	08/01/2022	Conservation Rebate Program	129 Robin Dr - Landscape Rebate	289.00
72428	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - 323 Ardennes Cir	140.56
72429	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - 494 Marsan Ct	34.49
72430	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - 3196 Crescent Ave	29.70
72431	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - 3005 Arido Way	35.00
72432	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - Hydrant Meter	2,035.93
72433	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - Hydrant Meter	1,517.50
72434	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - 3184 De Forest Rd	35.00
72435	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - 129 Lakewood Dr	6.47
72436	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - 141 Belle Dr	41.66
72437	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - 14946 Breckinridge Ave	198.46
72438	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - Hydrant Meter	1,712.45
72439	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - Hydrant Meter	1,860.70
72440	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - 3142 Crestview Ct	15.45
72441	07/26/2022	08/01/2022	Customer Service Refund	Refund Check - 17111 Morgan St	72.08
72442	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - 4500 Peninsula Point Dr	3.12
72443	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - 16326 East Garrison Dr	35.00
72444	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - Hydrant Meter	1,708.23
72445	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - 266 Reservation Rd #L	15.00
72446	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - 391 Ocean View Ct	36.09
72447	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - 3166 Crescent Ave	3.82
72448	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - 2715 3rd Ave	35.00
72449	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - Hydrant Meter	1,886.03
72450	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - 214 Salerno Rd	1,062.77

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72451	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - Hydrant Meter	2,258.38
72452	07/27/2022	08/01/2022	Customer Service Refund	Refund Check - Hydrant Meter	1,570.88
ACH	07/06/2022	08/09/2022	Friedman & Springwater LLP	Legal Services 06/2022	49,416.00
72453	07/31/2022	08/09/2022	Ace Hardware of Watsonville, Inc.	General Supplies	512.32
72454	07/25/2022	08/09/2022	Salinas Valley Ford	Fuel Pump, Sensor Assembly, Water Pump, (4) Tires - Vehicle #1235	4,039.63
72455	07/27/2022	08/09/2022	City of Marina	Franchise Tax Fee 04/2022 - 06/2022	45,037.24
72456	07/18/2022	08/09/2022	Grainger	General Supplies	14.79
72457	07/27/2022	08/09/2022	Area Communications	Answering Service 06/01 - 07/26	652.72
72458	07/07/2022	08/09/2022	ACWA Joint Power Ins Authority	Basic Property, Mobile Equipment, Vehicle Insurance 07/2022 - 06/2023	74,367.55
72459	07/05/2022	08/09/2022	Monterey Peninsula Engineering	RUWAP Distribution System - Construction Payment #21A	222,556.10
72460	07/26/2022	08/09/2022	Underground Service Alert	2022-2023 USA Annual Ticket, Membership Fees	2,238.37
72461	03/31/2022	08/09/2022	Harrington Industrial Plastics LLC	General Supplies	35.25
72462	07/13/2022	08/09/2022	Mark's Barn Auto Body	Auto Body Repairs - Vehicle #1002	3,369.95
72463	06/29/2022	08/09/2022	CWEA - Monterey Bay Section	Membership Renewal	192.00
72464	07/08/2022	08/09/2022	Anderson Pacific Engineering Construction, Inc.	A1/A2 Tanks B/C Booster - Construction Pmt #9	1,391,654.72
72465	07/19/2022	08/09/2022	Johnson Controls Security Solutions LLC	Alarm Battery Replacement - Beach Office	70.96
72466	07/15/2022	08/09/2022	HD Supply Facilities Maintenance LTD	General Supplies	510.84
72467	07/07/2022	08/09/2022	Fastenal Industrial & Construction Supplies	Various Bulk Fittings, General Supplies	1,518.19
72468	07/28/2022	08/09/2022	O'Reilly Automotive Stores, Inc.	Auto/ General Supplies	59.92
72469	06/20/2022	08/09/2022	Don Chapin Co., Inc	Paving - Lexington Ct; (11.05) tons Rip Rap Rocks, (8) tons Plaster Sand, (8) tons Virgin AB, (10) tons Fill Dirt	20,509.99
72470	07/15/2022	08/09/2022	E&M Electric and Machinery, Inc.	Historian/ Support Renewal 07/16/22 - 07/15/23	6,560.00
72471	07/14/2022	08/09/2022	Univar Solutions USA, Inc.	(1,580) gals Chlorine - Intermediate Reservoir, Wells 10 and 11	4,268.14
72472	07/21/2022	08/09/2022	Conservation Rebate Program	4627 Sea Breeze Ct - (3) Toilet Rebates	225.00
72473	07/20/2022	08/09/2022	Marina Tire & Auto Repair	Oil Change - Vehicle #1234	86.98
72474	07/19/2022	08/09/2022	Richards, Watson & Gershon	Legal Services 06/2022	47,878.25
72475	07/25/2022	08/09/2022	U.S. Bank National Association	IOP Office Copier Lease 07/20 - 08/19	287.34
72476	07/13/2022	08/09/2022	Remy Moose Manley, LLP	Legal Services 06/2022	66,307.50
72477	08/03/2022	08/09/2022	Monterey Bay Technologies, Inc.	(13) Microsoft Office 365 Business Essentials, (15) Microsoft Office 365 Defender Threat Protection, (4) Microsoft Office 365 Visio Pro, (53) Microsoft Office 365 Licenses; (5) UPS Replacement Batteries - Beach Office Servers; IT Support Services 08/2022	14,930.44
72478	07/25/2022	08/09/2022	ICONIX Waterworks (US), Inc.	Hydrant Check Assembly, Supplies - Cypress Ave/ Del Monte Blvd; Hydrant Check Assembly, Supplies - Hibiscus Hts/ Coe Ave; General Supplies	5,628.64
72479	07/25/2022	08/09/2022	WageWorks, Inc.	FSA Admin Fees 06/2022 - 07/2022	316.00
72480	07/25/2022	08/09/2022	Tope's Tree Service, Inc.	Trailer Rental, Concrete - Crescent Ave Main Leak	294.15

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72481	07/25/2022	08/09/2022	Western Exterminator Company	Pest Control - Beach Office 07/2022	106.75
72482	07/28/2022	08/09/2022	AT&T	Phone and Alarm Line Services 07/2022	230.16
72483	08/01/2022	08/09/2022	Pure Janitorial, LLC	Janitorial Service - MCWD, BLM Offices 07/2022	5,145.58
72484	07/21/2022	08/09/2022	Conservation Rebate Program	3252 Villa Cir - Toilet Rebate	75.00
72485	07/25/2022	08/09/2022	WEX Bank	Fleet Gasoline 07/2022	7,325.60
72486	07/27/2022	08/09/2022	The Pape' Group, Inc.	2022 John Deere 35G Compact Excavator	63,140.69
72487	06/21/2022	08/09/2022	HydroPro Solutions	(80) 1" Bottom Load Multi-Jet Meters with Allegro Register	32,117.75
72488	07/21/2022	08/09/2022	Conservation Rebate Program	6 Carmel Cir - Washer Rebate	150.00
72489	07/25/2022	08/09/2022	Conservation Rebate Program	129 Lakewood Dr - (2) Toilet Rebates	150.00
72490	07/25/2022	08/09/2022	Conservation Rebate Program	469 Marina Heights Dr - Washer Rebate	100.00
72491	07/25/2022	08/09/2022	Conservation Rebate Program	16943 Mahone St - Washer Rebate	150.00
72492	07/31/2022	08/15/2022	Insight Planners	Web Development/ Maintenance and Hosting 07/2022	1,749.00
72493	07/15/2022	08/15/2022	Calif-Nevada Section, AWWA	Backflow Assembly Tester Exam Fee	285.00
72494	08/02/2022	08/15/2022	MBS Business Systems	Copier Maintenance 05/02 - 11/01	791.33
72495	07/26/2022	08/15/2022	CWEA - Monterey Bay Section	Grade II Collection System Certification Renewal	100.00
72496	07/31/2022	08/15/2022	Monterey One Water	Sewer Treatment Charge 07/2022 - 08/2022	335.30
72497	07/18/2022	08/15/2022	Verizon Wireless	(10) Cell Phones, Accessories - O&M; Cell Phone Service 07/2022	3,196.32
72498	07/26/2022	08/15/2022	Orkin Franchise 925	BLM/ IOP Pest Control 07/2022	205.00
72499	08/05/2022	08/15/2022	Maynard Group	(3) Office Phones	857.83
72500	07/29/2022	08/15/2022	Conservation Rebate Program	3112 Flower Cir - Landscape Rebate	615.50
72501	08/10/2022	08/15/2022	Geiger	(800) Disconnect, (800) Connect Orders, Letterhead Paper	1,212.97
72502	07/25/2022	08/15/2022	Val's Plumbing & Heating, Inc.	Heater Maintenance - IOP Office	1,133.24
72503	06/13/2022	08/15/2022	CA Department of Finance	Population Change Estimate 01/2021 - 12/2021	1,000.00
72504	07/01/2022	08/15/2022	Sherwin-Williams Co.	(5) gals Exterior Paint - Gigling LS	273.29
72505	07/26/2022	08/15/2022	Della Mora Heating Sheet Metal & Air Conditioning	Heater Fuse Replacement - Ord Office	195.00
72506	07/29/2022	08/15/2022	Access Monterey Peninsula, Inc.	Filming and Production 07/2022	460.00
72507	07/25/2022	08/15/2022	Alliance Resource Consulting LLC	Executive Recruitment - Director of Administrative Services, District Engineer	21,700.00
72508	08/06/2022	08/15/2022	TIAA, FSB	Ord Office Copier, eCopy ScanStation Leases 08/2022	507.15
72509	07/29/2022	08/15/2022	Marina Coast Water District (BLM)	BLM Water, Sewer, Fire Service 07/2022	391.26
72510	07/30/2022	08/15/2022	Johnson Electronics	BLM Fire Alarm Monitoring 07/2022 - 09/2022	84.00
72511	07/31/2022	08/15/2022	Cintas Corporation No. 630	Uniforms, Towels, Rugs 07/2022	968.60
72512	07/26/2022	08/15/2022	U.S. Bank National Association (Bond Payments)	2015 Bond Administration Fee 07/2022 - 06/2023	2,190.00
72513	09/01/2022	08/15/2022	The Ferguson Group, LLC	Grant Writing and Legislative Advocacy 06/2022, 09/2022	3,400.00
72514	05/31/2022	08/23/2022	Quinn Company	Caterpillar D125-6 Generator - Gigling LS	39,133.35
72515	08/05/2022	08/23/2022	PG&E	Gas and Electric Service 07/2022	115,052.74
72516	07/28/2022	08/23/2022	Home Depot Credit Services	General Supplies	162.09



Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72517	06/30/2022	08/23/2022	Schaaf & Wheeler	Construction Phase - A1/A2 Tanks B/C Booster; RFI's - O&M Support; Developers (Dunes 2 West, Dunes Brass Tap)	11,760.24
72518	08/01/2022	08/23/2022	ACWA Joint Power Ins Authority	Cyber Liability Insurance 07/2022 - 06/2023	7,012.85
72519	08/09/2022	08/23/2022	MBS Business Systems	Copier Maintenance (2 Units) 05/06 - 11/11	1,085.32
72520	08/10/2022	08/23/2022	Monterey Bay Analytical Services	Laboratory Testing	1,466.00
72521	08/08/2022	08/23/2022	SWRCB - DWOCP	Grade III Water Distribution Certification Renewal	90.00
72522	07/28/2022	08/23/2022	SWRCB - DWOCP	Grade II Water Treatment Certification Renewal	60.00
72523	08/05/2022	08/23/2022	Staples Credit Plan	(2) File Cabinets - Accounting, Office Supplies	2,073.66
72524	08/06/2022	08/23/2022	Johnson Controls Security Solutions LLC	Marina Security 09/2022 - 08/2023	1,697.30
72525	08/12/2022	08/23/2022	Federal Express	Shipping Fee	36.50
72526	08/12/2022	08/23/2022	Maynard Group	Wireless Headset - Engineering	201.89
72527	07/29/2022	08/23/2022	Shape Incorporated	(10) Float Switches	5,520.85
72528	07/28/2022	08/23/2022	Core & Main LP	(100) 1" Bottom Load Multi-Jet Meters	34,360.23
72529	07/31/2022	08/23/2022	DataProse, LLC	Customer Billing Statements 07/2022	4,978.70
72530	07/07/2022	08/23/2022	American Truck & Trailer Body Co., Inc	Base Assembly, Pressure Switch - Vehicle #1305	964.78
72531	07/26/2022	08/23/2022	Wallace Group	Inspection Services - Seahaven Ph 4	1,783.06
72532	06/26/2022	08/23/2022	BHI Management Consulting	Plan Development - Strategic Plan	1,300.00
72533	08/16/2022	08/23/2022	Daiohs USA	Coffee Supplies	101.90
72534	07/31/2022	08/23/2022	ECAM Secure	Monthly Security Fees - Ord Wastewater Treatment Facility	1,218.50
72535	08/01/2022	08/23/2022	Employee Reimbursement	Grade III Collection System Exam Fee	210.00
72536	07/31/2022	08/23/2022	Richards, Watson & Gershon	Legal Services 06/2022 - 07/2022	39,011.50
72537	07/12/2022	08/23/2022	Edges Electrical Group, LLC	General Supplies	334.88
72538	08/15/2022	08/23/2022	Monterey Bay Technologies, Inc.	(12) UPS Replacement Batteries; Dual-Radio Access Point - Ord Office; Meeting Owl Camera, Accessories - IOP Conference Room	2,074.41
72539	08/03/2022	08/23/2022	Boutin Jones, Inc.	Legal Services 07/2022	912.00
72540	07/12/2022	08/23/2022	Griffith, Masuda & Hobbs	Legal Services 06/2022	23,739.32
72541	08/02/2022	08/23/2022	Evoqua Water Technologies, LLC	(3,623) gals Bioxide - East Garrison LS	15,713.77
72542	07/31/2022	08/23/2022	Peninsula Messenger LLC	Courier Service 08/2022	260.00
72543	07/31/2022	08/23/2022	Iron Mountain, Inc.	Shredding Service 07/2022	492.58
72544	08/01/2022	08/23/2022	Simpler Systems, Inc.	UB Datapp Maintenance 08/2022	500.00
72545	08/01/2022	08/23/2022	Verizon Connect NWF, Inc.	GPS Service - (26) Fleet Vehicles 07/2022	494.00
72546	07/08/2022	08/23/2022	Psomas	Construction Management/ Inspections - A1/A2 Tanks B/C Booster, Gigling LS FM, Ord Village LS FM Improvements	83,728.43
72547	06/30/2022	08/23/2022	Ritter GIS, Inc.	Cityworks Update 05/2022 - 06/2022	3,920.00
72548	08/03/2022	08/23/2022	Employee Reimbursement	Grade III Water Distribution Exam Fee	100.00
72549	02/28/2022	08/23/2022	Salinas Valley Basin Groundwater Sustainability Agency	Corral de Tierra GSP	172,529.10
72550	07/31/2022	08/23/2022	CivicWell	MCWD CAP Research/ Planning, Data Analysis/ GHG Inventory 07/2022	2,636.40

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72551	08/04/2022	08/23/2022	HPS West, Inc.	(14) 1 1/2" MS Multi-Jet Meters with Allegro Register, (50) Allegro UTG Register Kits	21,873.69
72552	05/09/2022	08/23/2022	Brothers Auto Detail & Headlight Restoration	Auto Detail - Vehicles 1001, 1101	300.00
72553	08/01/2022	08/23/2022	Greenwaste Recovery, Inc.	Garbage Collection & Recycling Services 08/2022	801.80
72554	07/27/2022	08/30/2022	Denise Duffy & Associates, Inc.	Water Distribution Laterals Construction Compliance - RUWAP	1,843.00
72555	08/01/2022	08/30/2022	Grainger	General Supplies	167.81
72556	08/16/2022	08/30/2022	Calif-Nevada Section, AWWA	Cross-Connection Specialist Renewal	100.00
72557	07/31/2022	08/30/2022	Peninsula Welding & Medical Supply, Inc.	Gas Cylinder Tank Rental Fee - Welding Supplies	12.90
72558	08/22/2022	08/30/2022	CWEA - Monterey Bay Section	Grade I Electrical/ Instrumentation, Mechanical Tech Renewal; Grade II Collection System Certification Renewal; Membership Renewal	492.00
72559	08/10/2022	08/30/2022	Rauch Communication Consultants, Inc.	Public Relations 06/2022	4,800.00
72560	07/31/2022	08/30/2022	The Paul Davis Partnership, LLP	Conceptual Design Phase - IOP	150.00
72561	08/10/2022	08/30/2022	Central Welding and Fabrication LLC	Manufacture Meter Vault Lid - 200 Coe Ave	900.00
72562	08/23/2022	08/30/2022	Employee Reimbursement	Grade III Water Distribution Exam Fee	100.00
72563	08/08/2022	08/30/2022	U.S. Bank Corporate Payment Systems	Employment Advertisements (District Engineer, Associate Engineer, Engineering Technician, System Operator I); CalPELRA Membership, IPMA-HR Membership - Human Resources; Sexual Harassment for Non-Supervisory Employees Training DVD; Cloud Hosted Server - CityWorks/ ESRI; SCADA Internet Service; SCADA Mobile/ Laptop Hotspot; General Supplies	9,715.95
72564	07/29/2022	08/30/2022	Abacherli Fence Co.	Fence Repair - Beach Office, Man Gate Installation - Booker LS	7,490.00
72565	08/15/2022	08/30/2022	U.S. Bank National Association	Beach Office Copier Lease 08/10 - 09/09	275.32
72566	05/12/2022	08/30/2022	GovInvest, Inc.	OPEB, GASB Report Services - Fiscal Year 2022	3,750.00
72567	08/08/2022	08/30/2022	Discount Screen Printing	(12) Safety Shirts, (5) MCWD Hats - O&M	435.40
72568	07/31/2022	08/30/2022	AutoZone Parts, Inc.	Auto/ General Supplies	83.91
72569	08/25/2022	08/30/2022	State Water Resources Control Board	California Water Arrearages Payment Program - Unused Funds	3,187.88
72570	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 141 Belle Dr	30.00
72571	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 3260 Sand Dollar Ct	31.07
72572	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 2766 Moonshell Ln	35.00
72573	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 589 Rosa Monte Way	83.92
72574	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 15026 Breckinridge Ave	35.00
72575	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 301 9th St #125	55.63
72576	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 3101 Crescent Ave	40.42
72577	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 3007 Eddy St	10.59
72578	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - Hydrant Meter	1,893.87
72579	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 490 Jean Cir	51.85
72580	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 4276 Bay Crest Cir	50.56
72581	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - Hydrant Meter	1,956.57

Check No	Invoice Date	Check Date	Vendor Name	Description	Amount
72582	08/24/2022	08/30/2022	Customer Service Refund	Refund Check - 2715 3rd Ave	35.00
ACH	07/06/2022	08/04/2022	CalPERS	Service Fee - (3) Notification of Terminations	600.00
ACH	08/05/2022	08/05/2022	CalPERS	Payroll Ending 07/29/2022	26,025.92
ACH	08/05/2022	08/05/2022	Empower Retirement	Payroll Ending 07/29/2022	11,870.00
ACH	08/05/2022	08/05/2022	Internal Revenue Service	Payroll Ending 07/29/2022	45,486.94
ACH	08/05/2022	08/05/2022	State of California - EDD	Payroll Ending 07/29/2022	10,335.65
ACH	08/05/2022	08/05/2022	WageWorks, Inc.	Payroll Ending 07/29/2022	780.45
501396	08/05/2022	08/05/2022	Payroll Checks and Direct Deposit	Payroll Ending 07/29/2022	110,232.83
501397	08/05/2022	08/05/2022	General Teamsters Union	Payroll Ending 07/29/2022	599.00
501398	07/05/2022	08/09/2022	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 08/2022	66,679.97
501399	07/25/2022	08/09/2022	AFLAC	Employee Paid Benefits 07/2022	1,432.66
501400	07/18/2022	08/09/2022	Principal Life	Employee Paid Benefits 08/2022	270.98
501401	07/31/2022	08/09/2022	Justifacts Credential Verification, Inc.	Background Check - (2) New Hires	282.23
501402	07/08/2022	08/09/2022	Lincoln National Life Insurance Company	Life, Short/ Long Term Disability, AD&D Insurance 07/2022 - 08/2022	5,243.80
501403	07/15/2022	08/09/2022	Transamerica Life Insurance Company	Employee Paid Benefits 07/2022	673.40
ACH	08/11/2022	08/11/2022	Internal Revenue Service	Board Compensation 07/2022	137.74
501404	08/11/2022	08/11/2022	Board Compensation Checks and Direct Deposit	Board Compensation 07/2022	831.13
ACH	08/19/2022	08/19/2022	CalPERS	Payroll Ending 08/12/2022	25,984.88
ACH	08/19/2022	08/19/2022	Empower Retirement	Payroll Ending 08/12/2022	12,120.10
ACH	08/19/2022	08/19/2022	Internal Revenue Service	Payroll Ending 08/12/2022	43,376.78
ACH	08/19/2022	08/19/2022	State of California - EDD	Payroll Ending 08/12/2022	9,788.37
ACH	08/19/2022	08/19/2022	WageWorks, Inc.	Payroll Ending 08/12/2022	780.45
501405	08/19/2022	08/19/2022	Payroll Checks and Direct Deposit	Payroll Ending 08/12/2022	108,178.62
501406	08/01/2022	08/22/2022	ACWA/ JPIA	Medical, Dental, Vision, EAP Insurance 09/2022	70,810.01
501407	08/05/2022	08/22/2022	Pre-Paid Legal Services, Inc.	Employee Paid Benefits 08/2022	25.90
ACH	08/03/2022	08/24/2022	CalPERS	GASB-68 Reporting Service Fee	700.00
<b>Total Disbursements for August 2022</b>					<b>3,353,219.59</b>

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 9-B

**Meeting Date:** September 19, 2022

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger

**Agenda Title:** Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of August 15, 2022

**Staff Recommendation:** The Board of Directors approve the draft minutes of the August 15, 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 August 15, 2022 are provided for the Board to consider approval.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** 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 August 15, 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  
August 15, 2022

### Draft Minutes

#### 1. Call to Order:

President Shriner called the meeting to order at 6:31 p.m. on August 15, 2022 via Zoom teleconference in Marina, California. President Shriner then proceeded with a land acknowledgement. "As Marina Coast Water District celebrates its 62nd year providing publicly owned water service to its customers in Marina and the Ord Community, we acknowledge that our service area is located on the traditional lands of the Esselen people. They are known today as the Ohlone/Conastanoan-Esselen Nation. We respect their elders, past, present, and emerging, for they hold the memories, traditions, culture, and hopes of the Esselen people. We also acknowledge the government of the Ohlone/Coastanoan Esselen Nation and appreciate the spiritual role it plays today in preserving the cultural, historical and heritage beliefs of the Esselen people. We are grateful that they share their traditional lands with us."

#### 2. Roll Call:

##### Board Members Present:

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

##### Board Members Absent:

None.

##### Staff Members Present:

Remleh Scherzinger, General Manager  
Roger Masuda, District Counsel  
Derek Cray, Operations and Maintenance Manager  
Brian True, Senior Civil Engineer  
Rose Gill, Human Resources/Risk Administrator  
Teo Espero, IT Administrator  
Paula Riso, Executive Assistant/Clerk to the Board

Agenda Item 2 (continued):

Audience Members:

Eric Tynan, Castroville Community Services District General Manager  
Andy Sterbenz, Schaaf & Wheeler  
Phil Clark, Seaside Resident  
Joe Pineda, MCWD  
Jose Rodriguez, MCWD  
Travis Enzweiler, MCWD  
Stephenie Verduzco, MCWD  
Michael Schaier,  
Dave Egan,

3. Public Comment on Closed Session Item:

There were no comments made.

The Board entered into closed session at 6:35 p.m. to discuss the following item:

4. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)

The Board ended closed session at 7:50 p.m. President Shriner reconvened the meeting to open session at 7:51 p.m.

5. Reportable Actions Taken During Closed Session:

President Shriner stated that direction was given to staff and there were no reportable actions taken in Closed Session.

6. Pledge of Allegiance:

Director Moore led everyone present in the pledge of allegiance.

7. Oral Communications:

No comments were made.

8. Presentations:

- A. Adopt Resolution No. 2022-38 in Recognition of Andrew Racz, Senior Engineer, for 5 Years of Service to the Marina Coast Water District:

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

Director Morton made a motion to adopt Resolution No. 2022-38 in recognition of Andrew Racz, Senior Engineer, for 5 years of service to the Marina Coast Water District. Director Moore seconded the motion. The motion was passed by the following vote:

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

President Shriner read the narration of the Resolution.

- B. Adopt Resolution No. 2022-39 in Recognition of Warren Foster, System Operator II, for 15 Years of Service to the Marina Coast Water District:

Mr. Derek Cray, Operations and Maintenance Manager, introduced this item.

Director Morton made a motion to adopt Resolution No. 2022-39 in recognition of Warren Foster, System Operator II, for 15 years of service to the Marina Coast Water District. Director Moore seconded the motion. The motion was passed by the following vote:

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

President Shriner read the narration of the Resolution.

- C. Adopt Resolution No. 2022-40 in Recognition of Lizet Ybarra, Accounting Technician, for 20 Years of Service to the Marina Coast Water District:

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

Director Morton made a motion to adopt Resolution No. 2022-40 in recognition of Lizet Ybarra, Accounting Technician, for 20 years of service to the Marina Coast Water District. 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			

President Shriner read the narration of the Resolution.



9. Consent Calendar:

Director Morton pulled item 9-E from the Consent Calendar.

Director Moore made a motion to approve the Consent Calendar consisting of: A) Receive and File the Check Register for the Month of July 2022; B) Approve the Draft Minutes of the Regular Joint Board/GSA Meeting of July 18, 2022; C) Receive an Update on the Fiscal Impacts to the District due to Covid-19; and, D) Adopt Resolution No. 2022-41 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days. Director Morton seconded the motion. The motion was passed by the following vote:

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

- E. Adopt Resolution No. 2022-42 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Lightfighter Village GP, LLC for the Lightfighter Village Development in Marina, CA:

Director Morton commented that 15-acre feet of water was given to the City of Marina specifically for the Veteran's Transition Center (VTC) projects and asked what happens to the remaining 3.05-acre feet after this project is completed. Mr. Scherzinger stated that it will stay on the books until another VTC project is developed. Director Morton stated that the 15-acre feet should be notated that it was in addition to the FORA allocation so as not to be misconstrued at a later date that the City of Marina got extra water. Discussion followed.

Director Morton made a motion to adopt Resolution No. 2022-42 to approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Lightfighter Village GP, LLC for the Lightfighter Village Development in Marina, CA. 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. Action Items:

- A. Adopt Resolution No. 2022-43 to Execute a Mutual Assistance Agreement Between Marina Coast Water District and the Castroville Community Services District:

Mr. Cray introduced this item and pointed out a correction that needed to be made to Section 5 of the Agreement... the word 'Lender' in the second sentence should read 'Borrower'. He added that Castroville Community Services District has already approved this agreement.

Agenda Item 10-A (continued):

Director Zefferman pointed out another correction to be made on page 91. In Section 3 (c) the words Borrower and Lender should be swapped. He also asked how the replacement cost is determined. Director Zefferman asked if Section 13 on page 4 of the Agreement should read 'Monterey County' instead of 'Santa Barbara'. Mr. Roger Masuda, District Counsel, confirmed that it should be 'Monterey County'.

Vice President Cortez questioned if there was a conflict in Section 3(f) and Section 7. Mr. Masuda said there was no conflict. Director Cortez questioned who would give direction in case of equipment being borrowed. Mr. Scherzinger stated that Section 5 clarifies who would give direction to employees should they need to accompany the equipment to aid the other agency. There were more clarifying questions from the Board.

Director Morton made a motion to adopt Resolution No. 2022-43 to execute a Mutual Assistance Agreement between Marina Coast Water District and the Castroville Community Services District with the corrections noted in the earlier discussion. Director Moore seconded the motion. Mr. Eric Tynan, Castroville Community Services District General Manager, thanked the Board for their consideration and expressed his gratitude to the District for working together.

Director Zefferman commented that he would prefer to see a final document before approving it.

Director Zefferman made a substitute motion to table this item and bring it back to the next meeting with the language updated and any legal tightening that may need to be done. Director Morton seconded the motion. Discussion followed. Mr. Tynan commented that they take their work very seriously as well and would be pleased to be able to work together in the case of an emergency. Director Zefferman suggested having language that states each agency will annually update the other with the equipment schedule. The motion was passed by the following vote:

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

11. Informational Items:

A. General Manager's Report:

Mr. Scherzinger gave the following updates:

- 1) Mr. Scherzinger introduced Ms. Mary Lagasca to the Board as the new Director of Administrative Services.
- 2) A new District Engineer will be starting on September 6<sup>th</sup>.

B. Committee and Board Liaison Reports:

1. Special Districts Association of Monterey County:

President Shriner and Director Morton gave a brief update.

2. M1W Board Member Liaison:

Director Moore gave a brief update and noted the next meeting is August 29th.

12. Board Member Requests for Future Agenda Items:

President Shriner stated that any requests may be emailed to staff. Director Morton asked for an update on the ramification of deep aquifer pumping. Director Zefferman asked when the Steering Committee would meet as they haven't met in over 18 months, and asked for an agenda item to receive an update on GSA activities. Director Morton also asked for the Strategic Plan to be brought back to the Board.

12. Director's Comments:

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

13. Adjournment:

The meeting was adjourned at 9:43 p.m.

APPROVED:

---

Jan Shriner, President

ATTEST:

---

Paula Riso, Deputy Secretary

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 9-C

**Meeting Date:** September 19, 2022

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger

**Agenda Title:** Approve the Draft Minutes of the Special Joint Board/GSA Meeting of August 25, 2022

**Staff Recommendation:** The Board of Directors approve the draft minutes of the August 25, 2022 special 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 August 25, 2022 are provided for the Board to consider approval.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:**     \_\_\_Yes   \_\_\_XNo     **Funding Source/Recap:** None

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

**Material Included for Information/Consideration:** Draft minutes of August 25, 2022.

**Action Required:**     \_\_\_Resolution   \_\_\_XMotion     \_\_\_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  
August 25, 2022

## Draft Minutes

### 1. Call to Order:

President Shriner called the meeting to order at 6:33 p.m. on August 25, 2022, via Zoom teleconference in Marina, California.

### 2. Roll Call:

#### Board Members Present:

Jan Shriner – President  
Herbert Cortez – Vice President  
Thomas P. Moore – joined the meeting at 6:36 p.m.  
Gail Morton – joined the meeting at 6:35 p.m.  
Matt Zefferman

#### Board Members Absent:

None

#### Staff Members Present:

Remleh Scherzinger, General Manager  
Roger Masuda, District Counsel  
David Hobbs, Assistant District Counsel  
Paula Riso, Executive Assistant/Clerk to the Board

#### Audience Members:

None.

### 3. Pledge of Allegiance:

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

### 4. Action Item:

- A. Adopt Resolution No. 2022-44 to Proclaim a Local Emergency, and Authorize Remote Teleconference Meetings of All District Legislative Bodies for the Following 30 Days:

Director Morton joined the meeting at 6:35 p.m.

Agenda Item 4-A (continued):

Vice President Cortez made a motion to adopt Resolution No. 2022-44 to proclaim a local emergency, and authorize remote teleconference meetings of all District Legislative Bodies for the following 30 Days. Director Zefferman seconded the motion.

Director Moore joined the meeting at 6:36 p.m.

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. Adopt Resolution No. 2022-45 to Commemorate the 75th Anniversary of Monterey Peninsula Community College District:

Director Morton gave a brief background.

Director Morton made a motion to adopt Resolution No. 2022-45 to commemorate the 75th Anniversary of Monterey Peninsula Community College District. 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			

5. Public Comment on Closed Session Items:

There were no comments made.

The Board entered into closed session at 6:40 p.m. to discuss the following item.

6. Closed Session:

A. Pursuant to Government Code 54956.9

Conference with Legal Counsel – Existing Litigation

Bay View Community DE, LLC; Bryan Taylor; Greg Carter; and Brooke Bilyeu vs Marina Coast Water District; Board of Directors of Marina Coast Water District; County of Monterey and Does 1-25, inclusive, Monterey County Superior Court Case No. 18CV000765 (Petition for Writ of Mandate or Administrative Mandate, and Complaint for Declaratory and Injunctive Relief and Breach of Contract)

The Board ended closed session at 7:35 p.m. President Shriner reconvened to open session at 7:37 p.m.

7. Reportable Actions Taken During Closed Session:

Mr. Roger Masuda, District Counsel, stated that the MCWD Board voted unanimously to appeal the matter of Bay View Community vs Marina Coast Water District in Case number 18CV000765.

8. Directors Comments:

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

9. Adjournment:

The meeting was adjourned at 7:40 p.m.

APPROVED:

---

Jan Shriner, President

ATTEST:

---

Paula Riso, Deputy Secretary



## **Marina Coast Water District Staff Report**

**Agenda Item:** 9-D

**Meeting Date:** September 19, 2022

**Prepared By:** Mary Lagasca

**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 2022-2023 through August 31, 2022
- Customer accounts aging information as of September 09, 2022
- Monthly customer payments comparison for months August 2021 through August 2022
- Graphs of delinquent accounts as of August 31, 2022

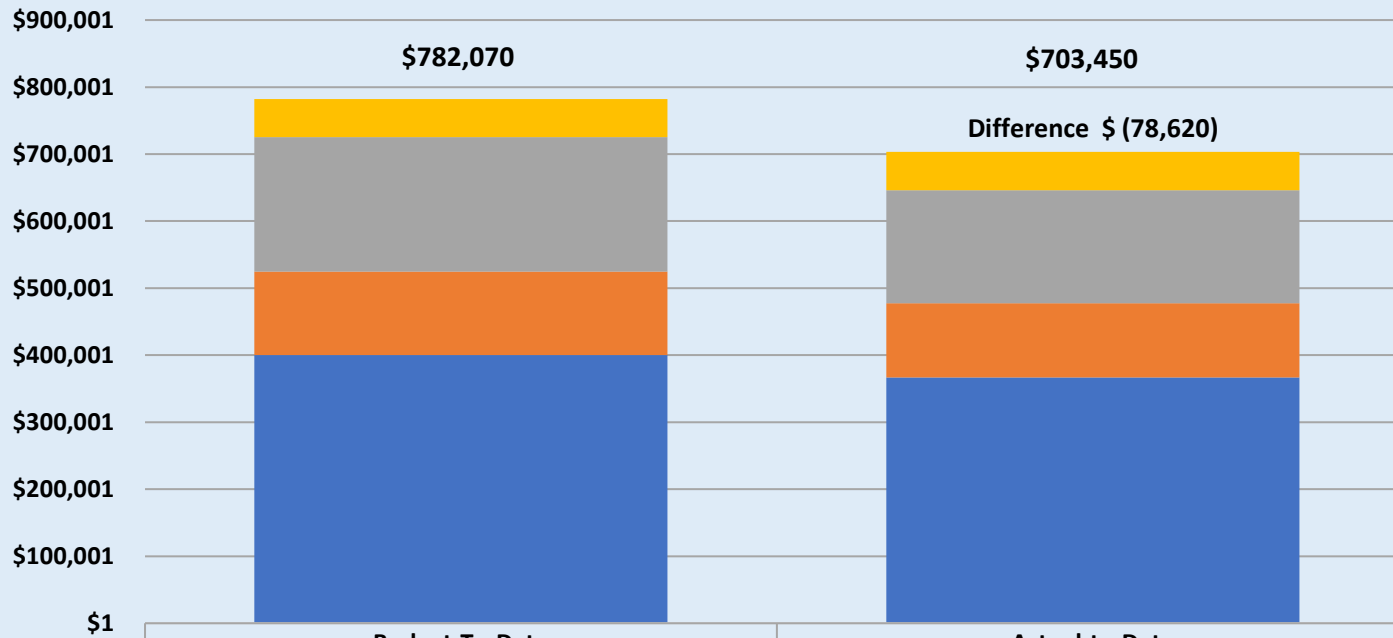
FY 2022-2023 actual water revenue through August 2022 was below budgeted revenue for both Central Marina and Ord Community by \$78,620 and \$727,675, respectively.

Accounts Receivable balances for both Central Marina and the Ord Community have increased during the pandemic by \$92,654 (204%) and \$824,325 (94%), respectively. If Bay View Mobile Home Park's main master meter account is not considered, Ord Community Accounts Receivable balance has increased by \$649,762 (956%). Unfortunately, the balances tend to fluctuate from month to month due to billing dates and the number of days in the month.

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

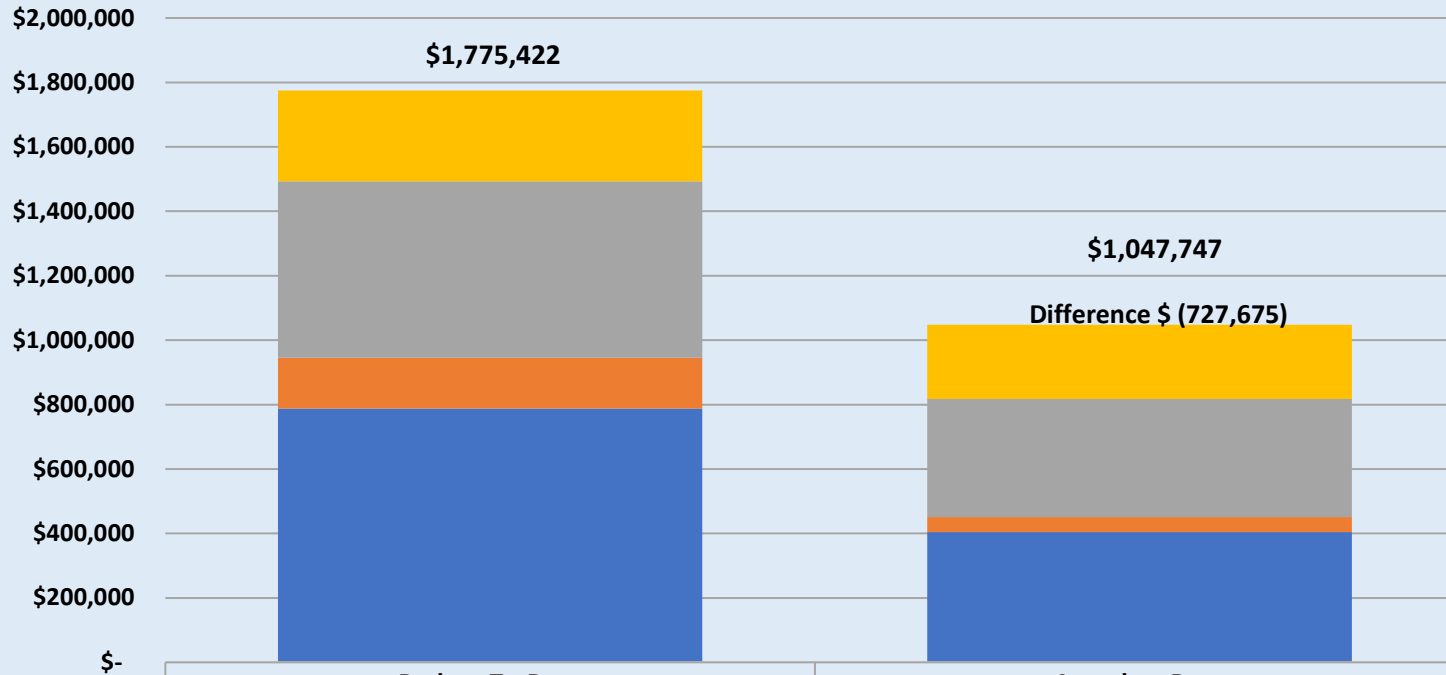
On March 17, 2022, staff submitted the application for the Wastewater Arrearages Funding Program which will further aid customers who have been impacted by the pandemic. The District received payment in May 2022. The process for applying the credits to customer accounts is slightly different from the Water Arrearages Program. Credits will first be applied to customer accounts. Second, letters will be sent to credit recipients to inform them of the credit applied to their account and the offer to set up payment plans for any remaining arrearages of their account balances. All credits have been applied to customer accounts, and notification letters to offer to set up payment plans for any remaining arrearages of their account balances were sent out between June 17th and July 7th. Customers have begun calling in to sign up for payment arrangements.

## FY 2022-2023 Central Marina Revenue as of August 31, 2022



	Budget-To-Date	Actual-to-Date
Government	\$56,619	\$57,211
Multiples	\$200,844	\$168,846
Business	\$124,362	\$110,652
Residential	\$400,246	\$366,741
Totals	\$782,070	\$703,450

## FY 2022-2023 Ord Community Revenue as of August 31, 2022



	Budget-To-Date	Actual-to-Date
Government	\$282,319	\$229,928
Multiples	\$547,343	\$367,028
Business	\$158,148	\$46,808
Residential	\$787,613	\$403,984
Totals	\$1,775,422	\$1,047,747

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

**Central Marina**

<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>
3/9/2020	\$ 35,543.27	\$ 3,875.86	\$ 4,293.09	\$ 1,611.13	\$ 45,323.35
9/9/2022	\$ 37,952.63	\$ 19,078.37	\$ 12,867.94	\$ 68,078.89	\$ 137,977.83
Change	\$ 2,409.36	\$ 15,202.51	\$ 8,574.85	\$ 66,467.76	\$ 92,654.48
%	7%	392%	200%	4126%	204%

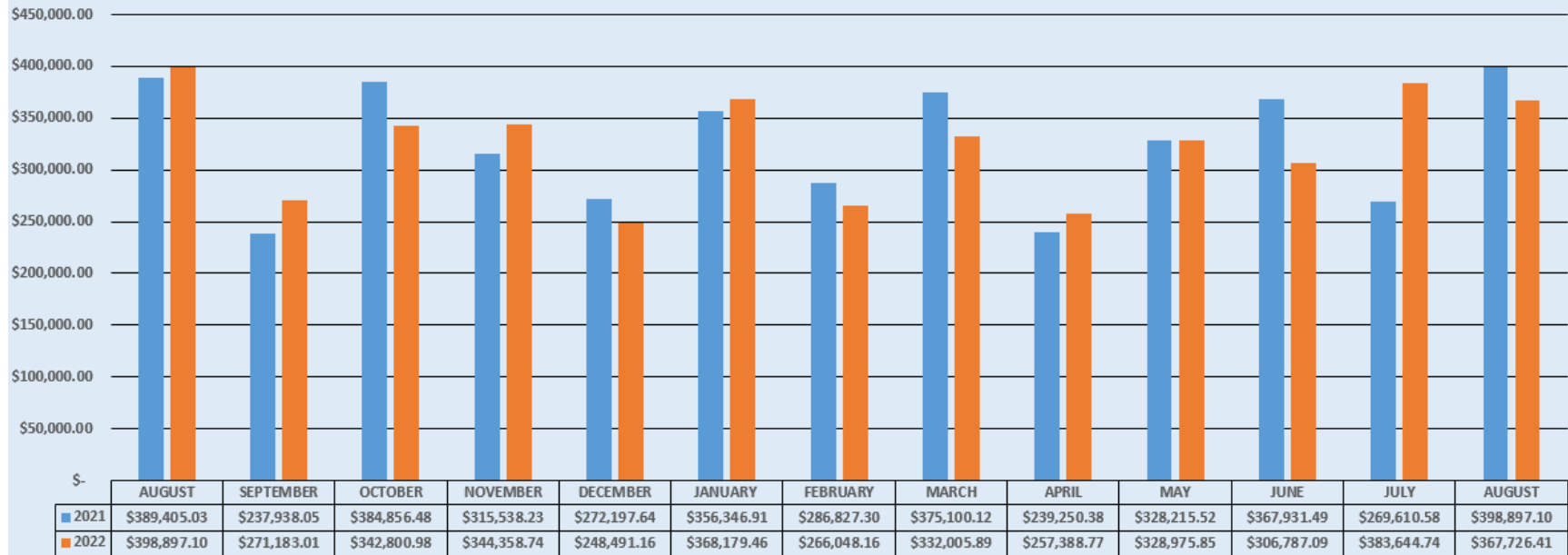
**Ord Community**

<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>
3/9/2020	\$ 78,063.43	\$ 38,972.14	\$ 27,577.38	\$ 736,205.62	\$ 880,818.57
9/9/2022	\$ 267,926.97	\$ 176,054.67	\$ 68,150.97	\$ 1,193,011.13	\$ 1,705,143.74
Change	\$ 189,863.54	\$ 137,082.53	\$ 40,573.59	\$ 456,805.51	\$ 824,325.17
%	243%	352%	147%	62%	94%

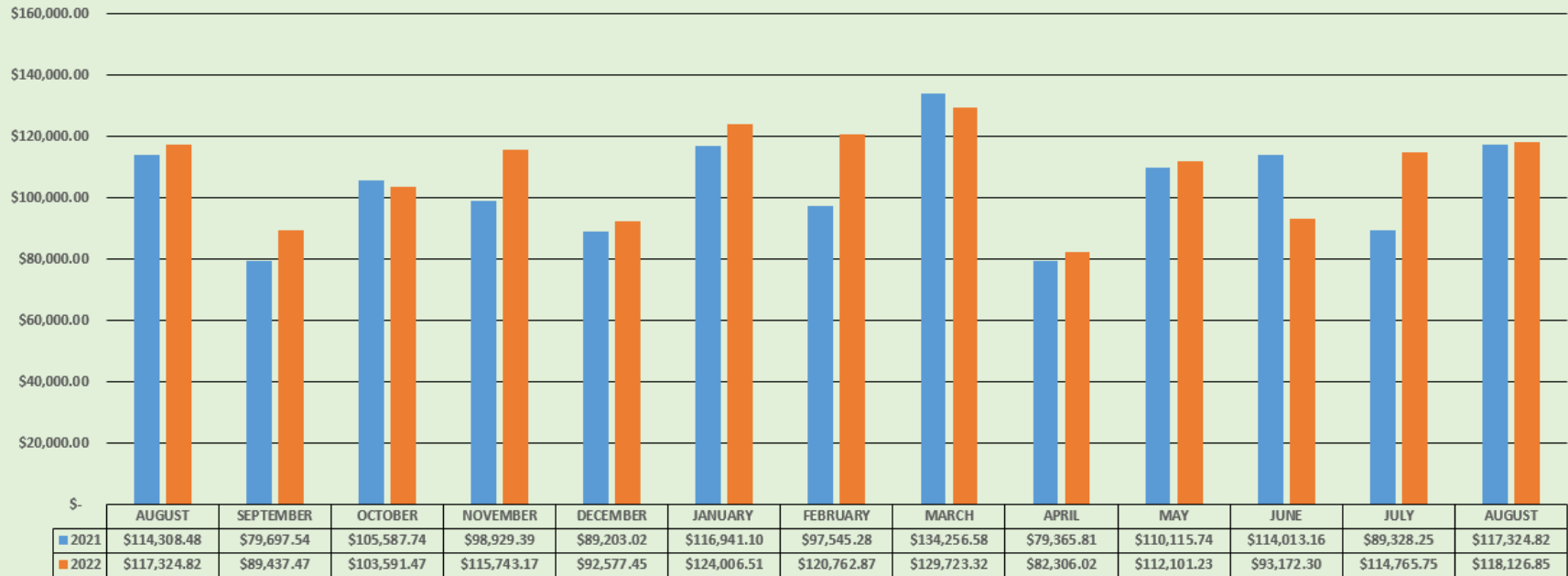
**Ord Community (Excluding Bay View Mobile Home Park Main Master Meter Account)**

<b>Aging Date</b>	<b>Balance 30 to 60 Days</b>	<b>Balance 60 to 90 Days</b>	<b>Balance 90 to 120 Days</b>	<b>Balance over 120 Days</b>	<b>Totals</b>
3/9/2020	\$ 59,169.69	\$ 6,816.86	\$ 446.06	\$ 1,532.29	\$ 67,964.90
9/9/2022	\$ 266,001.86	\$ 174,129.56	\$ 62,561.77	\$ 215,033.93	\$ 717,727.12
Change	\$ 206,832.17	\$ 167,312.70	\$ 62,115.71	\$ 213,501.64	\$ 649,762.22
%	350%	2454%	13925%	13934%	956%

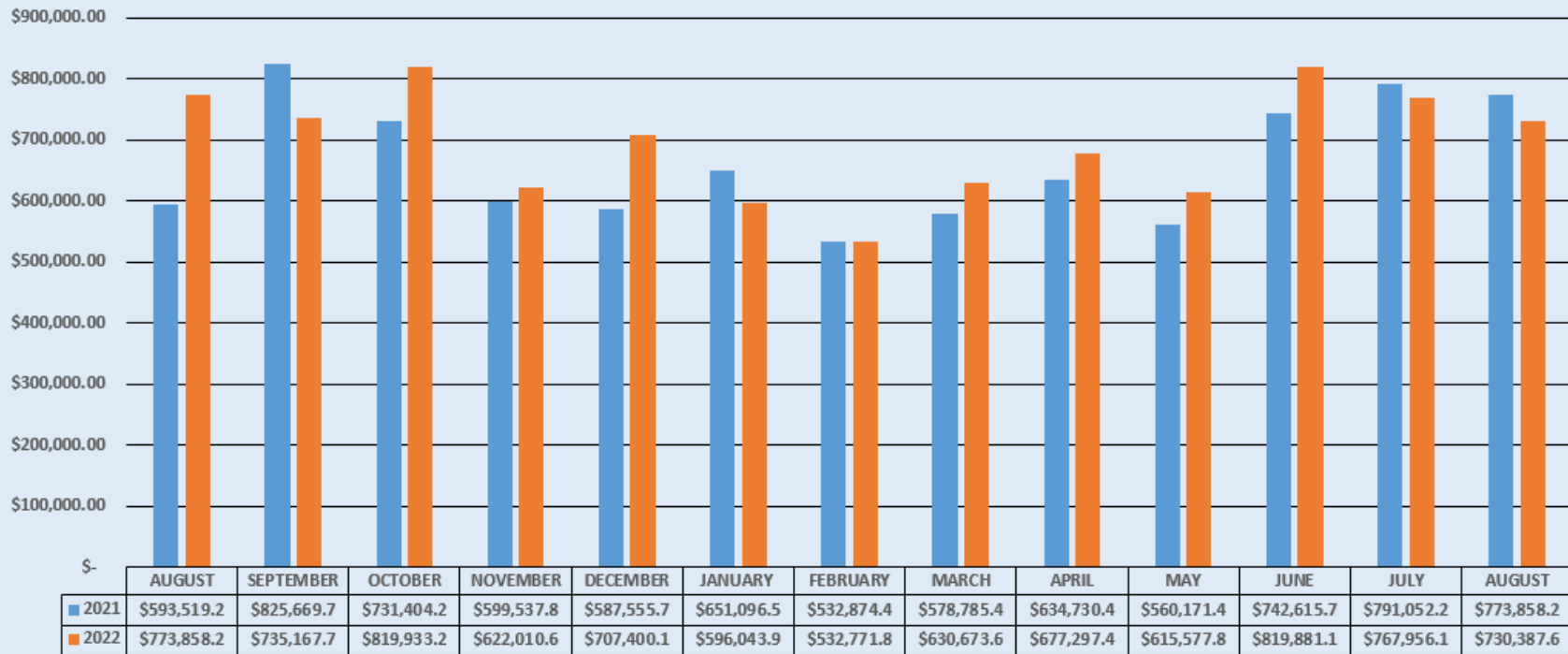
**Central Marina Monthly Water Customer Payments**  
**August 2021- August 2022**



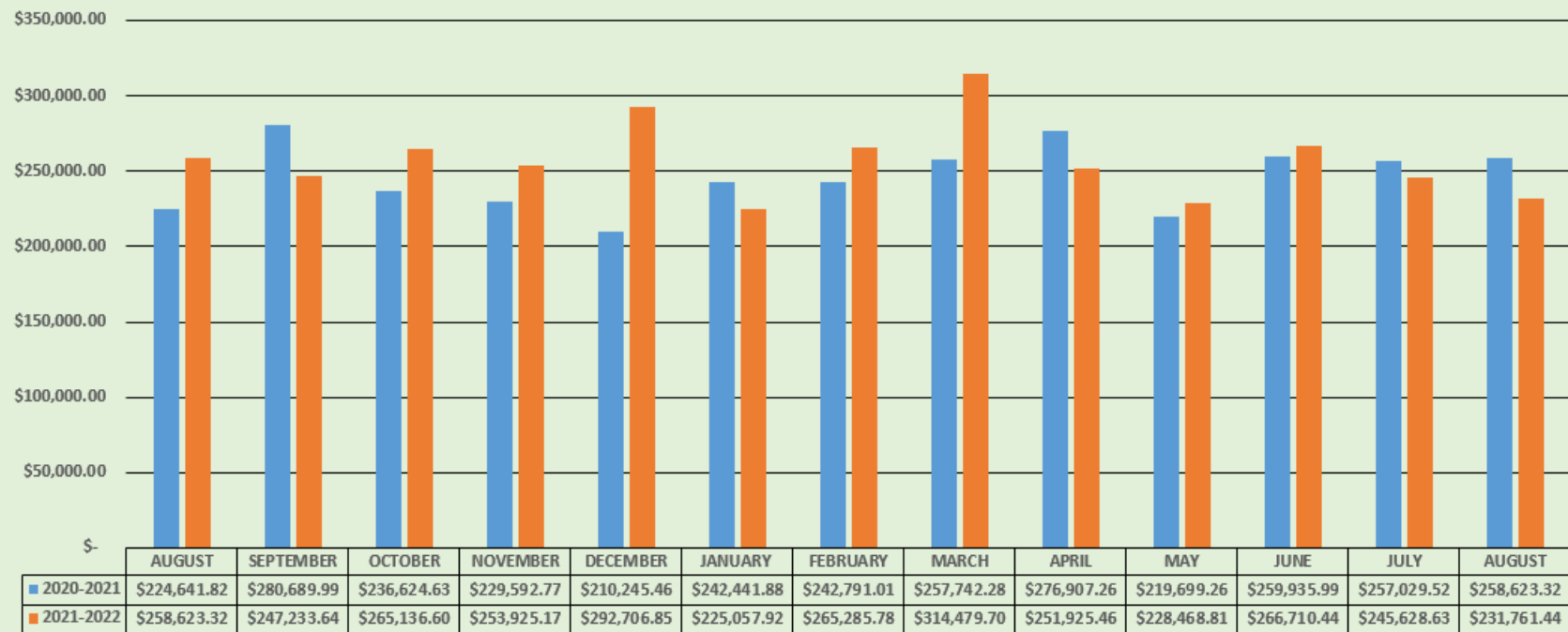
**Central Marina Monthly Sewer Customer Payments**  
August 2021 - August 2022



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

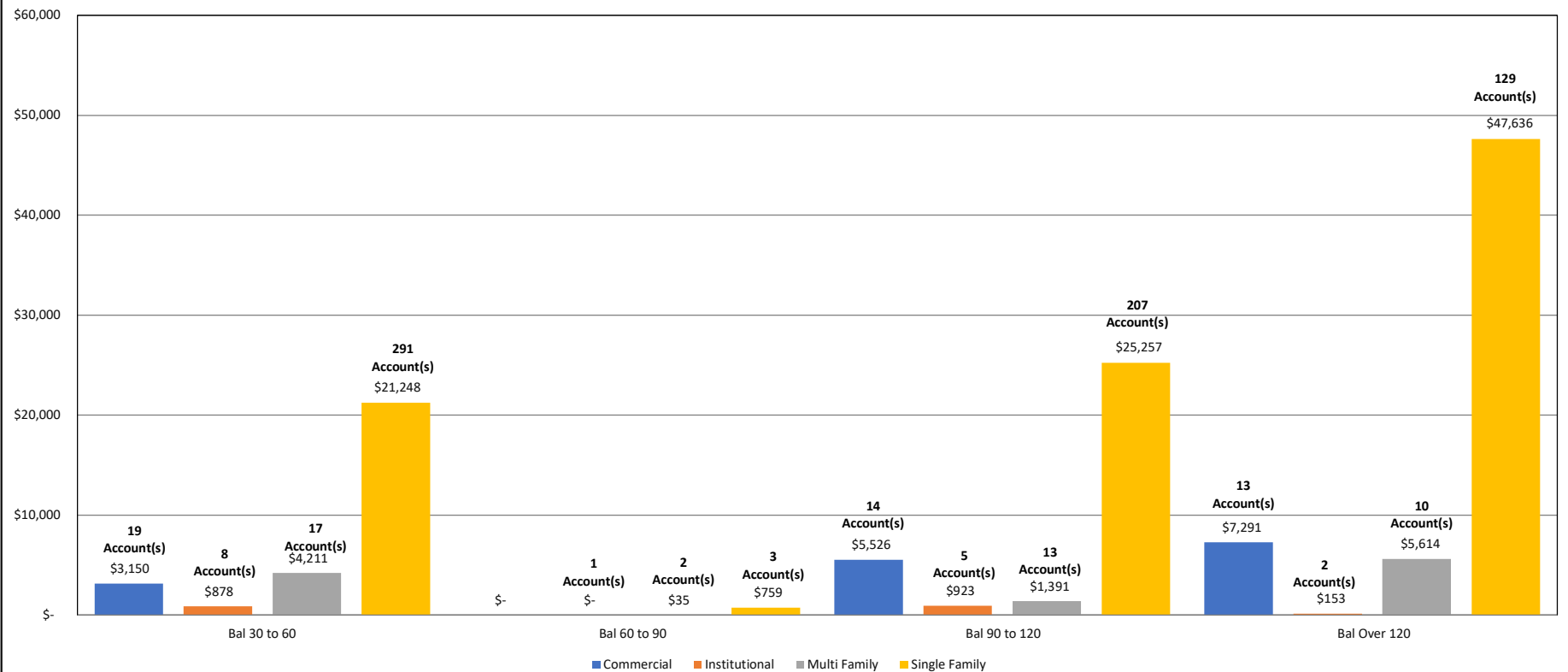


**Ord Community Monthly Sewer Customer Payments**  
**August 2021 - August 2022**

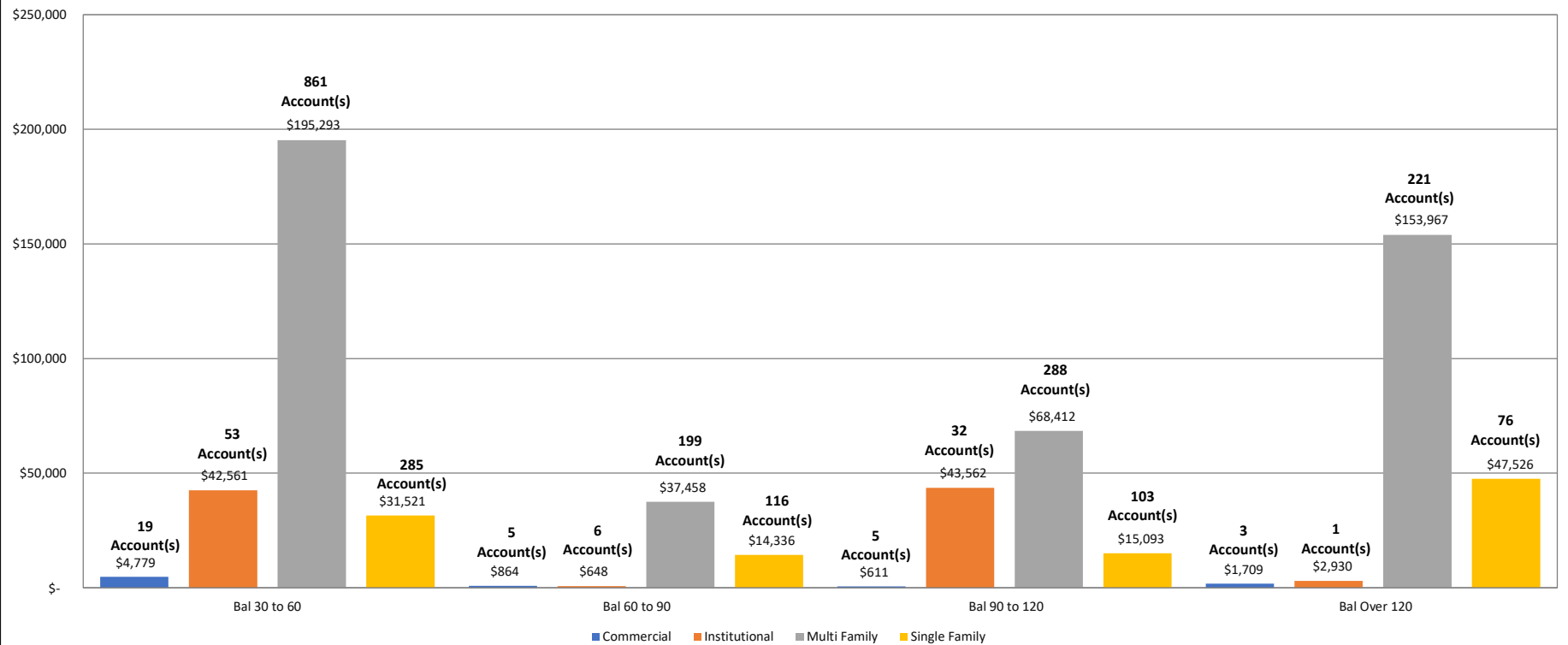




## Unpaid Balances by ST Category (Marina) as August 31, 2022



## Unpaid Balances by ST Category (Ord Community) as August 31, 2022 Excluding Bay View



**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 9-E

**Meeting Date:** September 19, 2022

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger

**Agenda Title:** Adopt Resolution No. 2022-48 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. 2022-48 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 August 25, 2022, the Board adopted Resolution No. 2022-44 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.

**Legal Counsel Review:** Legal Counsel reviewed the original staff report in September 2021 and there have been no significant changes to the report since that time.

**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. 2022-48.

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

---

Board Action

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

Ayes \_\_\_\_\_

Abstained \_\_\_\_\_

Noes \_\_\_\_\_

Absent \_\_\_\_\_

September 19, 2022

Resolution No. 2022 - 48  
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 September 19, 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 September 19, 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. 2022-48 adopted September 19, 2022.

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

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10-A

**Meeting Date:** September 19, 2022

**Prepared By:** Brian True

**Approved By:** Remleh Scherzinger

**Reviewed By:** Garrett Haertel

**Agenda Title:** Adopt Resolution No. 2022-49 to Approve a Water, Sewer, and Recycled Water Infrastructure Agreement between MCWD and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 3 Development in Seaside, CA

**Staff Recommendation:** The Board of Directors adopt Resolution No. 2022-49 approving a Water, Sewer, and Recycled Water Infrastructure Agreement between Marina Coast Water District and Shea Homes Limited Partnership for the Enclave at Cypress Grove at Seaside Resort Phase 3 development project.

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

**Detailed Description:** The Board of Directors is requested to approve a Water, Sewer, and Recycled Water Infrastructure Agreement (hereafter referred to as the Infrastructure Agreement) between MCWD and Shea Homes Limited Partnership (Developer) for the Enclave at Cypress Grove at Seaside Resort Phase 3 (Enclave 3) development project. The attached Infrastructure Agreement is based upon the most recent board-approved (February 2022) format used for other development projects within the MCWD service area.

Enclave 3 is located at the southern edge of the Bayonet/Blackhorse golf course in Seaside, CA. The entrance to the development will be off Coe Avenue, west of Coe's intersection with General Jim Moore Boulevard.

The Enclave 3 development is a fully entitled development located on former Fort Ord lands within the land use jurisdiction of the City of Seaside. Enclave 3 will entail the new construction of the underground utilities and appurtenances that will serve 30-single-family homes. The lot layout and proposed water and sewer infrastructure is depicted on Exhibit C of the included Infrastructure Agreement.

The proposed land-use for Enclave 3 is residential on an approximately 15-acre site. Approximately 1.5-acres of the site will be landscaped area. Exhibit A within the attached Infrastructure Agreement includes a worksheet (based on MCWD Water Code Appendix C) that provides a break-down of the density of residential units proposed; there are 25 single-family homes on large lots and 5 single-family homes on more standard-sized lots.

The overall Seaside Resort development has been allocated of 161.4-AFY of potable water (see Exhibit A of the Infrastructure Agreement) from the City of Marina's former Fort Ord water

supply. This Infrastructure Agreement for Enclave 3 will designate as allocated 17.63-AFY of potable water (see the Exhibit A worksheet based on MCWD Water Code Appendix C).

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

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

**Legal Counsel Review:** Legal Counsel reviewed and approved the Infrastructure Agreement template in February 2022. This Infrastructure Agreement has not materially varied since the February 2022 template.

**Climate Adaptation:** To address Climate Adaptation MCWD’s recycled water distribution network will be extended into Enclave Phase 3 development to irrigate parks and public landscape areas, reducing potable water demand. Individual lots will be equipped with smart landscape irrigation systems, and leak-detecting master shutoff valves, helping to conserve both potable water and energy.

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

**Material Included for Information/Consideration:** Resolution No. 2022-49; and, Infrastructure Agreement, including Exhibits A through D.

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

---

Board Action

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

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

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



September 19, 2022

Resolution No. 2022 - 49  
Resolution of the Board of Directors  
Marina Coast Water District

Approving a Water, Sewer, and Recycled Water Infrastructure Agreement  
Between Marina Coast Water District and Shea Homes Limited Partnership  
for the Enclave at Cypress Grove at Seaside Resort Phase 3 Development in Seaside, CA

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 19, 2022 via a video conference pursuant to Governor Newsom's Executive Order N-29-20, as follows:

WHEREAS, Shea Homes Limited Partnership (Developer) has coordinated with the District on their Cypress Grove at Seaside Resort Phase 3 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 Enclave at Cypress Grove at Seaside Resort Phase 3 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 Limited Partnership for their Enclave at Cypress Grove at Seaside Resort Phase 3 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 September 19, 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. 2022-49 adopted September 19, 2022.

---

Remleh Scherzinger, Secretary

# **MARINA COAST WATER DISTRICT**

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

**for**

### **Enclave at Cypress Grove At Seaside Resort Phase 3**



**WATER, SEWER AND RECYCLED WATER**  
**INFRASTRUCTURE AGREEMENT**

**TABLE OF CONTENTS**

1. DEFINITIONS; ALLOCATIONS; DISTRICT’S ROLE; TERM OF THIS AGREEMENT .....	4
2. DESIGN AND CONSTRUCTION REQUIREMENTS .....	6
3. TEMPORARY IRRIGATION .....	8
4. EXISTING WATER AND SEWER INFRASTRUCTURE/ANNEXATION .....	8
5. DISTRICT TO SERVE DEVELOPMENT .....	8
6. CAPACITY CHARGE.....	9
7. PROVISION FOR NONPOTABLE WATER USE .....	9
8. NON-COMPLETION OF PRIOR PROJECTS AND PHASES .....	11
9. LICENSED CONTRACTOR.....	10
10. PERMITS, EASEMENTS, AND RELATED COSTS.....	10
11. FINAL INSPECTION AND REIMBURSEMENT OF DISTRICT COSTS .....	10
12. UNDERGROUND UTILITY AND SURFACE OBSTRUCTIONS .....	11
13. AS-BUILT PLANS, SPECIFICATIONS, VALUES, ETC.....	11
14. INDEMNITY, INSURANCE, AND SURETIES.....	11
15. TRANSFER OF SYSTEM FACILITIES TO DISTRICT AFTER COMPLETION .....	12
16. DEVELOPER ASSISTANCE.....	13
17. WARRANTIES .....	13
18. NO WATER, RECYCLED WATER AND SEWER SERVICE PRIOR TO COMPLETION AND TRANSFER . .....	14
19. PERFORMANCE .....	14
20. ASSIGNMENT .....	14
21. DISPUTE RESOLUTION PROCEDURE .....	14
22. WAIVER OF RIGHTS.....	16
23. NOTICES .....	16
24. SEVERABILITY .....	17
25. PARAGRAPH HEADINGS .....	17
26. SUCCESSORS AND ASSIGNEES .....	17
27. INTEGRATED AGREEMENT .....	17
28. NEGOTIATED AGREEMENT .....	17
29. ATTORNEYS FEES .....	17
30. EXHIBITS .....	18
31. DISCLAIMER/INDEMNITY REGARDING PUBLIC WORKS .....	19
32. NO THIRD PARTY BENEFICIARIES.....	19
33. COMPLIANCE WITH LAWS .....	19
34. COUNTERPARTS.....	19

## **Exhibits**

**EXHIBIT A – WATER ALLOCATION DOCUMENTATION**

**EXHIBIT B – LEGAL DESCRIPTION**

**EXHIBIT C – MAP OF DEVELOPMENT**

**EXHIBIT D – INDEMINIFCATION AND INSURANCE REQUIREMENTS**

# WATER, SEWER AND RECYCLED WATER

## INFRASTRUCTURE AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_ (“Effective Date”), between **Marina Coast Water District**, 11 Reservation Road, Marina, CA, 93933, hereinafter called "District", and 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 Enclave at Cypress Grove at Seaside Resort Phase 3.

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

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

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

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

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

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

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

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

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

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

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. 05-43 and 05-44. 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 17.63-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 Federal, State, or local 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, the State Water Board, Division of Drinking Water, 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 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 Service Area capacity charges, effective January 1, 2022, for water and sewer services are \$13,125 and \$3,375 per EDU, respectively, under Title 6 of the MCWD Water Code and which may be adjusted annually under that Title. In addition to these authorized annual adjustments, the District Board of Directors reserves its right to review and revise these charges from time to time subject to applicable law and the District’s approval procedures for such charges. The Developer shall pay the capacity charges in effect on the date that the Meter Application for any given EDU is accepted by MCWD.

## 7. Provision for Non-Potable Water Use

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

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

## 8. Non-Completion of Prior Projects and Phases

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

## 9. Licensed Contractor

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

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 a minimum of 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 forty percent (40%) 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 17 shall not limit the District's rights under the law with respect to latent defects, gross mistakes, or fraud.

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

18.1 The Developer shall not allow any occupant or person to commence operations or use of any part of the Facilities without the express written consent of the District. 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 21.3 below.

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

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

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

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

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

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

Unless the arbitrator selects another set of rules, the arbitration shall be conducted under the J.A.M.S. Endispute Streamlined Arbitration Rules and Procedures, but not necessarily under the auspices of J.A.M.S. Upon mutual agreement, the parties may agree to arbitrate under an

alternative scheme or statute. The Arbitrator may award damages according to proof. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction.

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

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

MCWD's INITIALS \_\_\_\_\_ 's: INITIALS \_\_\_\_\_

## 22. Waiver of Rights

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

## 23. Notices

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

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

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

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

## 24. Severability

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

## 25. Paragraph Headings

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

## 26. Successors and Assignees

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

## 27. Integrated Agreement

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

## 28. Negotiated Agreement

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

## 29. Attorneys' Fees

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

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

### 30. Exhibits

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

### 31. Disclaimer/Indemnity Regarding Public Works

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

### 32. No Third-Party Beneficiaries

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

### 33. Compliance with Laws

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

### 34. Counterparts

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

**By: DEVELOPER,**

---

Donald A. Hofer, Authorized Agent  
Shea Homes Limited Partnership

---

Curt Honodel, Authorized Agent  
Shea Homes Limited Partnership

**By DISTRICT**

---

Remleh Scherzinger, General Manager  
Marina Coast Water District

**EXHIBIT A**

**WATER ALLOCATION DOCUMENTATION**

**CITY COUNCIL OF THE CITY OF SEASIDE**

**RESOLUTION NO. 05-43**

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

**Recitals of Fact:**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

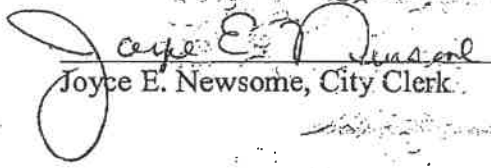
AYES:	COUNCILMEMBERS: Choates, Jordan, Mancini, Bloomer, Rubio
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

APPROVED:



Ralph Rubio, Mayor  
City of Seaside

ATTEST:



Joyce E. Newsome, City Clerk

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

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

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



**CITY COUNCIL OF THE CITY OF SEASIDE**

**RESOLUTION NO. 05-44**

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

**Recitals of Fact:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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:

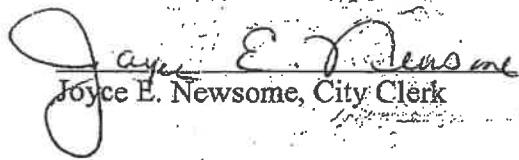
AYES:	COUNCILMEMBERS: Choates, Jordan, Mancini, Bloomer, Rubio
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: None
ABSTAIN:	COUNCILMEMBERS: None

APPROVED:



Ralph Rubio, Mayor  
City of Seaside

ATTEST:



Joyce E. Newsome, City Clerk

## MCWD WATER CODE: APPENDIX C\*

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

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

Type of Use	Basis	Assigned MCWD Water Use Rates By Acre-Ft	Project Quantity (Units)	Total Project Water Use Per Annum by Use (Acre-Ft)
<b>Residential</b>				
Multi Family - Apartment	DU	0.21		-
Apartment (senior complex)	DU	0.12		-
Group Housing (boarding, dormitory, convalescent)	Occupant	0.062		-
Condominium/Townhouse	DU	0.24		-
Mobile Home	DU	0.21		-
Multi-Family - Duplex to Fourplex	DU	0.24		-
Single Family 0 < lot < 0.08 acres (13 or more units per acre)	DU	0.25		-
Single Family 0.08 <= lot < 0.22 acres (5—12 Units/Acre)	DU	0.28	5	1.40
Single Family 0.22 <= lot < 0.67 acres (2—4 Units/acre)	DU	0.52	25	13.00
Single Family (lot >= 0.67 acres)	acres	0.89		-
Accessory Dwelling Unit < 640 sq. ft.	DU	0.17		-
Accessory Dwelling Unit 641 to 800 sq. ft.	DU	0.21		-
Accessory Dwelling Unit 841 to 1,200 sq. ft.	DU	0.25		-
<b>TOTAL RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT</b>				<b>14.40</b>

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

Meeting Halls, Churches, School Room	sq. ft.	0.000092		-
Nursing Home (care portion only)	bed	0.12		-
Laboratory	sq. ft.	0.000082		-
Laboratory - Photographic	sq. ft.	0.003		-
Landscape (non-turf)	acres	2.1	1.54	3.23
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		-
Restaurant (Fast food/casual with onsite prep)	sq. ft.	0.00051		-
Restaurant (take out w/ minimal onsite prep)	sq. ft.	0.00027		-
Store - General Retail (Department Store)	sq. ft.	0.00005		-
Store - Grocery and Markets	sq. ft.	0.00033		-
Swimming Pool (per 100 sq. ft. pool area)	sq. ft.	0.02		-
Theater	seats	0.0012		-
Veterinary	sq. ft.	0.00022		-
Warehouse, Distribution, Self-Storage	sq. ft.	0.00001		-
<b>TOTAL NON RESIDENTIAL ACRE-FEET THIS INFRASTRUCTURE AGREEMENT</b>				<b>3.23</b>

<b>TOTAL COMBINED ACRE-FEET THIS INFRASTRUCTURE AGREEMENT</b>				<b>17.63</b>
---	--	--	--	--------------

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**

LEGAL DESCRIPTION**Residential Parcel 6 (VTM Residential Phase VI; Lots 95-125)**

All that real property situated in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of Parcel 1, as said parcel is shown on the Record of Survey Map filed in Volume 26 of Surveys, at Page 28, Records of Monterey County, and being more particularly described as follows:

**COMMENCING** at a southerly corner of said Parcel 1, said point lying on the northerly line of Coe Avenue, and said point also being the southerly terminus of the course depicted as N 2° 10' 44" W, 293.61 feet on said Record of Survey Map, thence leaving said northerly line of Coe Avenue, and running along a westerly line of said Parcel 1

- a.) N 2° 10' 44" W, 293.61 feet; thence leaving said westerly line
- b.) N.31°40'00"W., 123.67 feet; thence
- c.) N.7°32'00"W., 43.42 feet; to the **TRUE POINT OF BEGINNING**; thence
- 1.) N.7°30'00"W., 70.00 feet; thence
- 2.) N.13°53'00"E., 101.00 feet; thence
- 3.) N.00°43'00"E., 37.00 feet; thence
- 4.) N.28°42'00"W., 160.00 feet; thence
- 5.) N.35°02'00"W., 193.00 feet; thence
- 6.) N.16°52'00"E., 229.00 feet; thence
- 7.) N.16°08'00"W, 193.00 feet; thence
- 8.) N.07°40'00"W, 345.00 feet; thence
- 9.) N.14°09'00"W., 163.00 feet; thence
- 10.) N.47°53'00"E., 113.63 feet; thence
- 11.) S.79°25'00"E., 753.23 feet; thence
- 12.) S.34°18'52"E., 72.77 feet; thence
- 13.) S.22°43'58"W., 142.16 feet; thence



- 14.) S.78°40'00"W., 273.99 feet; thence
- 15.) S.23°17'44"W., 689.59 feet; thence
- 16.) S.84°11'00"E., 168.66 feet; thence
- 17.) S.14°53'00"W., 435.92 feet; thence
- 18.) S.70°30'00"W., 85.00 feet to the **TRUE POINT OF BEGINNING.**

The basis of bearings for this description is the bearing of N 2° 10' 44" W along a westerly line of Parcel 1, as said parcel is shown on the Record of Survey Map filed in Volume 26 of Surveys, at Page 28, Records of Monterey County

and

All that real property situated in the City of Seaside, County of Monterey, State of California, described as follows:

Being a portion of Parcel 1, as said parcel is shown on the Record of Survey Map filed in Volume 26 of Surveys, at Page 28, Records of Monterey County, and being more particularly described as follows:

**BEGINNING AT A SOUTHERLY CORNER OF SAID Parcel 1, said point lying on the northerly line of Coe Avenue, and said point also being the southerly terminus of the course depicted as N 2° 10' 44" W, 293.61 feet on said Record of Survey Map, thence leaving said northerly line of Coe Avenue, and running along a westerly line of said Parcel 1**

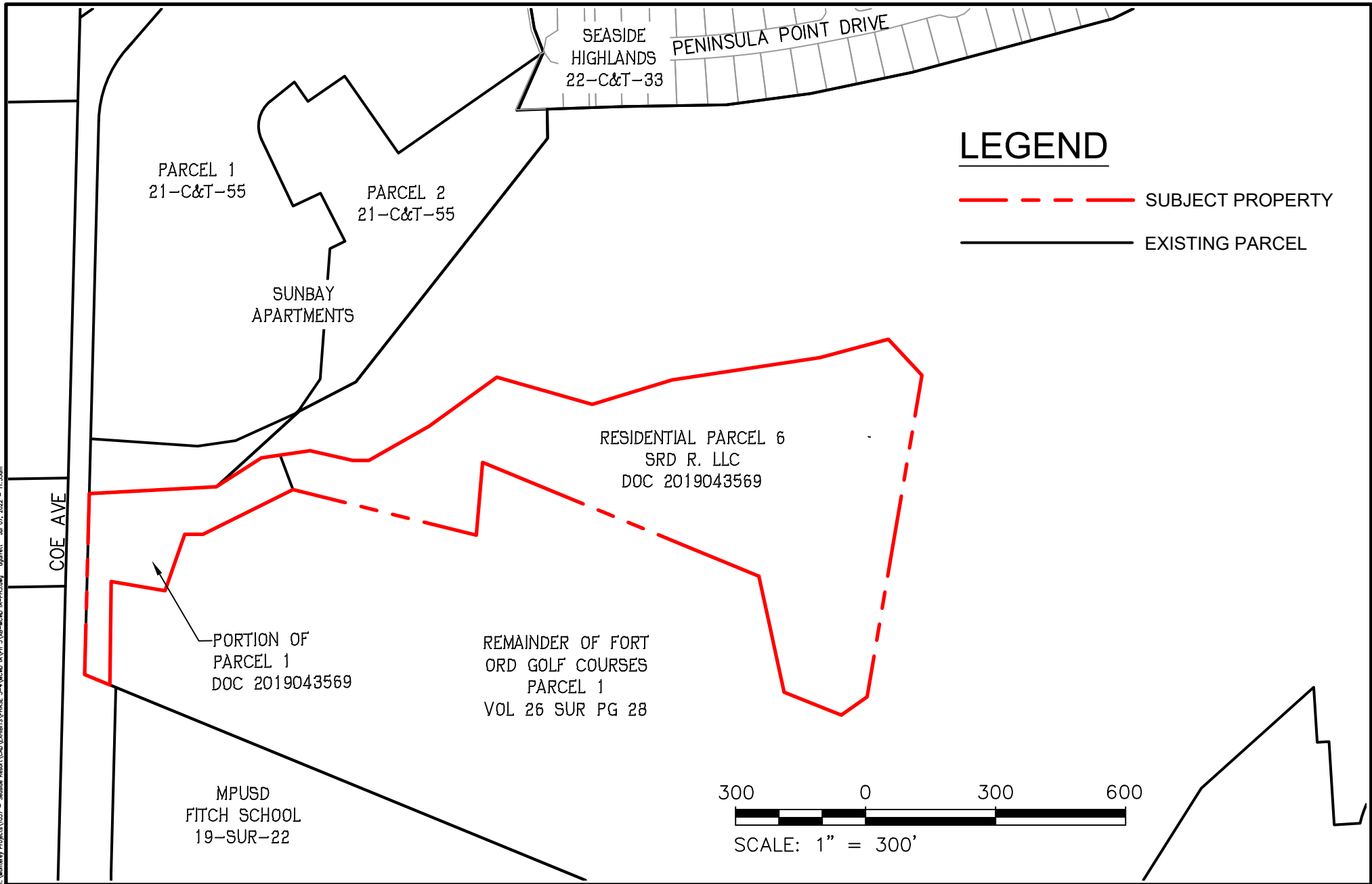
- 1.) N 2° 10' 44" W, 293.61 feet; thence leaving said westerly line the following bearings and distances
- 2.) N.31°40'00"W., 123.67 feet; thence
- 3.) N.7°32'00"W., 43.42 feet; thence
- 4.) N.70°30'00"W., 85.00 feet; thence
- 5.) S.25°30'00"E., 232.00 feet; thence
- 6.) S.1°00'00"W., 42.00 feet; thence
- 7.) S.69°50'00"E., 138.00 feet; thence
- 8.) S.10°36'00"W., 126.00 feet; thence
- 9.) S.88°25'00"E., 238.70 feet to a point on an easterly line of said Parcel 1; thence running along said easterly line

10.) S 23° 14' 55" W, 63.00 feet to a point on said northerly line of Coe Avenue; thence running along said northerly line

11.) N 87° 38' 15" W, 417.95 feet to the **POINT OF BEGINNING**.

The basis of bearings for this description is the bearing of N 2° 10' 44" W along a westerly line of Parcel 1, as said parcel is shown on the Record of Survey Map filed in Volume 26 of Surveys, at Page 28, Records of Monterey County.

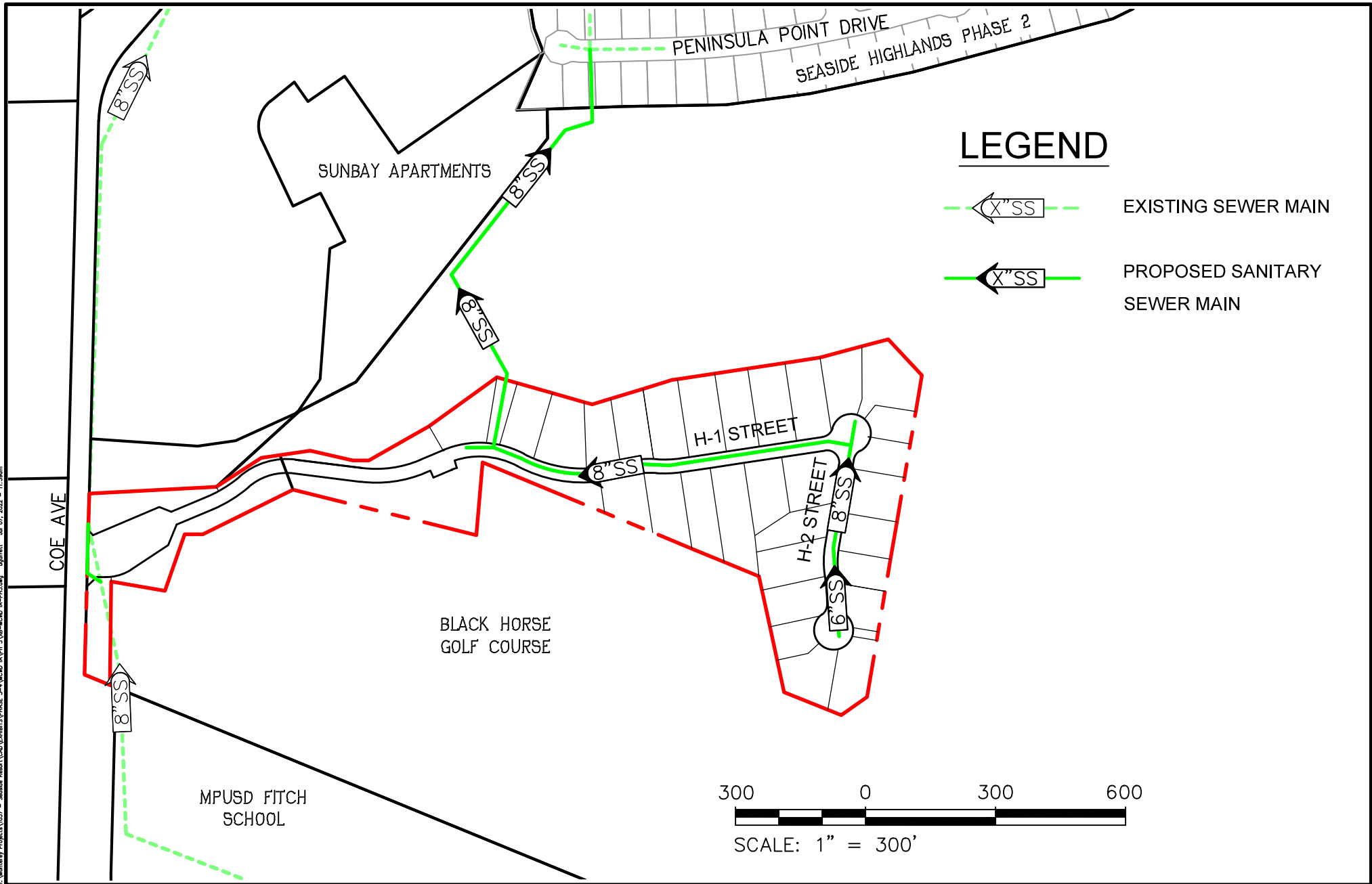
T:\Monterey Projects\1057 - Seaside Resort\CAD\DWG\PHASE 3 - ENCLAVE\1057-ENCLAVE-03-1057.dwg dprrett Jul 07, 2022 - 11:35am



PROPERTY MAP  
**THE ENCLAVE-PHASE 3**  
SEASIDE, CALIFORNIA

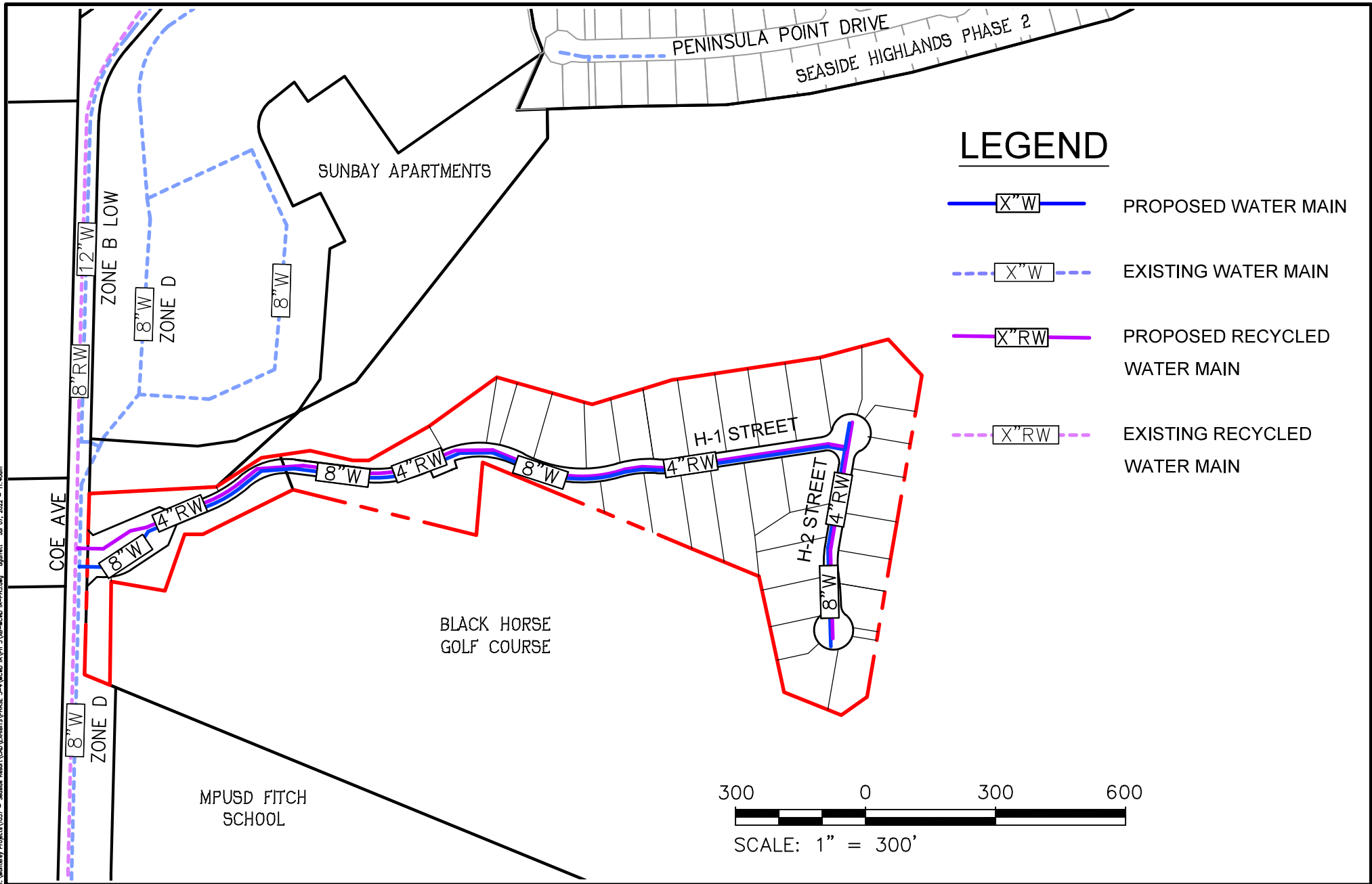
**EXHIBIT C**  
**MAP OF DEVELOPMENT**

T:\Monterey Projects\1057 - Seaside Resort\CAO\EXHIBITS\PHASE 3-4\MCHD IA Ph. 3\WP-4000 IA-PH3.dwg dperrett Jul 07, 2022 - 11:39am



SANITARY SEWER INFRASTRUCTURE  
**THE ENCLAVE-PHASE 3**  
SEASIDE, CALIFORNIA

T:\Monterey Projects\1057 - Seaside Resort\CAO\CHARTS\PHASE 3 - ENCLAVE\1057-ENCLAVE-0000-1A-PL1.dwg dprrett Jul 07, 2022 - 11:40am



# WATER INFRASTRUCTURE THE ENCLAVE-PHASE 3 SEASIDE, CALIFORNIA

## EXHIBIT D

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

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

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

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

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

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

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

Contractor;

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Marina Coast Water District

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

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

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10-B

**Meeting Date:** September 19, 2022

**Prepared By:** Andrew Racz  
**Reviewed By:** Garrett Haertel

**Approved By:** Remleh Scherzinger

**Agenda Title:** Adopt Resolution No. 2022-50 to Accept the Infrastructure Improvements Installed Under Water, Sewer, and Recycled Water Infrastructure Agreements between Marina Coast Water District and Marina Developers, Inc. for the Sea Haven Phases 3A & 3B Development Projects

**Staff Recommendation:** The Board adopt Resolution No. 2022-50 accepting the infrastructure improvements installed under the Water, Sewer, and Recycled Water Infrastructure Agreements between the Marina Coast Water District and Marina Developers, Inc. for the Sea Haven Phase 3A & 3B development projects.

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

Marina Developers, Inc. (Developer), a California corporation, has constructed the Sea Haven Phases 3A & 3B development project in the Ord service area within MCWD's jurisdiction. Phase 3A is complete and largely occupied. Land development work in Phase 3B is complete as well, and home construction is proceeding rapidly. The project area is bounded by California Avenue to the west, Marina Heights Drive to the south, Bluffs Drive to the east, and homes in Central Marina to the north. Additionally, the Phase 3A agreement includes out-of-tract improvements to MCWD's Booker sanitary sewer lift station, located to the west of Cypress Knolls near Highway 1. The District entered into Infrastructure Agreements with the Developer on September 16, 2019 and April 19, 2021, with the adoption of Resolutions No. 2019-70 and 2021-17 for Phases 3A and 3B, respectively. Infrastructure installation in all areas was completed in the spring of 2022. Developer requests that, consistent with the Infrastructure Agreements, MCWD now accept the transfer of ownership of the installed water, sewer, and recycled water infrastructure.

**Discussion/Analysis:** The infrastructure improvements made by the Developer for which acceptance of ownership is requested include potable water pipelines and appurtenances; recycled water pipelines and appurtenances; and sanitary sewer pipelines and appurtenances. The Developer installed all improvements on behalf of MCWD within the tract. Depictions of the infrastructure to be owned by MCWD may be found within the attached Dedication, Assignment, and Certificate of Acceptance of Public Improvements that includes Exhibits A-C mapping the locations of the infrastructure. The total value of the infrastructure to be transferred to MCWD for ownership totals approximately \$2,788,591 (\$2,221,720.60 for Phase 3A; \$566,870.70 for Phase 3B).

Under the terms of the Infrastructure Agreement, MCWD requires the following items prior to final acceptance:

- Final inspection and walk-through by MCWD to verify completion of all punch-list items

- Backflow/cross-connection testing between potable and recycled water facilities
- Completed easements for all pipelines outside of public rights-of-way or recorded public utility easements
- Conveyance of the property to MCWD by means of Certificate of Acceptance
- Submission of As-Built drawings for the work
- Submission of a One-Year Warranty Bond

The developer and MCWD conducted several punch-list walk-throughs, and the associated corrective work was completed as of August 2022. Backflow testing reports by Backflow Prevention Specialists, Inc. are dated April 28, 2021 (Phase 3A) and May 3, 2022 (Phase 3B). As all installed MCWD infrastructure assets are located within the public right-of-way, no additional dedicated easements are required. A Certificate of Acceptance is prepared for execution and is awaiting this Board-action (see attached). As-Built drawings for the improvements described above were received and accepted as adequate on May 25, 2022. A draft Warranty Bond has been provided (see attached); the value corresponds to 20% of the value of the installed infrastructure in accord with the Infrastructure Agreement. This listing of actions fulfills the District's requirements and conditions for accepting ownership of the installed infrastructure.

Based on the adequate completion of the above tasks and items, MCWD staff recommends that the MCWD Board of Directors accept ownership of the infrastructure installed on MCWD's behalf by Marina Developers, Inc. for the Sea Haven Phases 3A & 3B development project by adopting the provided Resolution.

**Environmental Review Compliance:** None required for acceptance of the improvements.

**Legal Counsel Review:** District Counsel reviewed the Dedication, Assignment, and Certificate of Acceptance of Public Improvements document prior to its use in the transfer of improvements from the Developer to MCWD for Sea Haven Phase 5A. The same language is used in this agreement for Phases 3A & 3B.

**Climate Adaptation:** To address Climate Adaptation MCWD's recycled water distribution network was extended into Sea Haven Phases 3A & 3B to irrigate parks and public landscape areas, reducing potable water demand. Individual lots are equipped with smart landscape irrigation systems, leak-detecting master shutoff valves, and tankless recirculating hot water heaters, helping to conserve both potable water and energy.

**Financial Impact:**   X   Yes        No **Funding Source/Recap:** There is no direct cost to MCWD for in-tract improvements; however, a slight increase in operational and maintenance costs in the near-term future may be reasonably anticipated within the Ord Water and Ord Sewer cost centers because of the additional infrastructure that becomes MCWD's responsibility. Reimbursable MCWD costs for out-of-tract improvements at the Booker Lift Station are budgeted as CIP OS-0152, with \$610,500 allocated for FY 2022-2023.

**Other Considerations:** None recommended.

**Material Included for Information/Consideration:** Resolution No. 2022-50; Dedication, Assignment, and Certificate of Acceptance of Public Improvements prepared for execution; and draft Warranty Bond.

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

## Board Action

Motion By: \_\_\_\_\_Seconded By: \_\_\_\_\_No Action Taken:\_\_\_\_\_

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

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

September 19, 2022

Resolution No. 2022-50  
Resolution of the Board of Directors  
Marina Coast Water District  
Accepting the Infrastructure Improvements Installed Under a  
Water, Sewer, and Recycled Water Infrastructure Agreement  
Between Marina Coast Water District and Marina Developers, Inc.  
for the Sea Haven Phase 3A & 3B Development Project

RESOLVED by the Board of Directors (“Directors”) of the Marina Coast Water District (“District”), at a regular meeting duly called and held on September 19, 2022, via a video conference pursuant to Governor Newsom’s Executive Order N-29-20, as follows:

WHEREAS, Marina Developers, Inc., a California corporation (Developer), has constructed water, sewer, and recycled water infrastructure for their Sea Haven Phases 3A & 3B development projects in the Ord service area of MCWD’s jurisdiction; and,

WHEREAS, the Developer entered into a Water, Sewer and Recycled Water Infrastructure Agreement with MCWD for Phase 3A on September 16, 2019 with the adoption of Resolution No. 2019-70; and,

WHEREAS, the Developer entered into a Water, Sewer and Recycled Water Infrastructure Agreement with MCWD for Phase 3B on April 19, 2021 with the adoption of Resolution No. 2021-17; and,

WHEREAS, construction of the water, sewer, and recycled water infrastructure is complete, and the Developer has now satisfied all the close-out conditions required by MCWD in the Infrastructure Agreement for the Sea Haven Phases 3A & 3B development projects; and,

WHEREAS, the Developer requests, in conformance with the Infrastructure Agreement, that the District take ownership of the installed infrastructure.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marina Coast Water District does hereby accept the transfer of ownership of the Water, Sewer, and Recycled Water Infrastructure for the Sea Haven Phases 3A & 3B development projects and directs the General Manager and/or District Engineer to take all actions and execute all documents as may be necessary or appropriate to give effect to this resolution.

PASSED AND ADOPTED on September 19, 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. 2022-50 adopted September 19, 2022.

---

Remleh Scherzinger, Secretary



## DEDICATION, ASSIGNMENT AND CERTIFICATE OF ACCEPTANCE OF PUBLIC IMPROVEMENTS

This Dedication, Assignment and Certificate of Acceptance of Public Improvements is entered this \_\_\_\_\_ day of 2022, by and between Marina Developers, Inc., a California corporation (“MDI”) and Marina Coast Water District, a County Water District organized under the laws of the State of California (“District”) for the purpose of dedicating, transferring, assigning, and accepting certain public improvements as described herein (“Dedication”).

A. MDI is developing that certain master planned community in the City of Marina (“City”) commonly known as Sea Haven (“Sea Haven”).

B. District provides potable water, sewer, and recycled water service to the Fort Ord Area, including, but not limited to Sea Haven.

C. In approving the development of Sea Haven, the City required MDI to construct, install, develop, and dedicate certain public improvements, including, but not limited to public improvements including Water System Facilities, Sewer System Facilities and Recycled Water System Facilities (collectively “Facilities”).

D. On September 16, 2019 (Phase 3A) and April 19, 2021 (Phase 3B), MDI and District entered into those certain Water, Sewer and Recycled Water Infrastructure Agreements (“Infrastructure Agreements” or “IAs”) which established the terms and conditions upon which MDI would construct, install, develop, and dedicate the MCWD Improvements with respect to phases 3A and 3B of Sea Haven.

E. MDI has completed those Facilities required by the IAs and is prepared to dedicate and assign said Facilities to District.

F. District has inspected said Facilities and is prepared to accept said Facilities pursuant to this Dedication and Acceptance.

Now therefore, in consideration of the foregoing, the adequacy of same is hereby acknowledged, MDI and MCWD hereby agree as follows:

1. MDI hereby dedicates, transfers, conveys, and assigns to MCWD any and all rights, title and interest MDI has in the following Facilities:

a. **SEWER SYSTEM FACILITIES (Phase 3A) – Approximately 7,576 LF of 8-inch sewer main; approximately 31 sanitary sewer manholes; approximately 165 sewer service laterals, including, all right, title, and interest in and to mains, manholes, laterals, and other appurtenances to said sewer installation, constructed and installed in accepted and recorded easements per Final accepted Project Plans dated May 25, 2022, as depicted on Exhibit A attached hereto (the “Sewer System Facilities”).**

b. **SEWER SYSTEM FACILITIES (Phase 3B) – Approximately 2,350 LF of 8-inch sewer main; approximately 9 sanitary sewer manholes; approximately 67 sewer service laterals, including, all right, title, and interest in and to mains, manholes, laterals, and other appurtenances to said sewer installation, constructed and installed in accepted and recorded easements**

per Final accepted Project Plans dated May 25, 2022, as depicted on Exhibit A attached hereto (the “Sewer System Facilities”).

c. **WATER SYSTEM FACILITIES (Phase 3A) – Approximately 6,354 LF of 8-inch water main; 1,143 LF of 12-inch water main; 1,181 LF of 24-inch water main; approximately 341 LF of 6-inch water main (hydrant laterals); approximately 27 fire hydrants; approximately 192 x 1-inch water service lines; approximately 76 gate valves; approximately 10 blow off assemblies, including mains, hydrants, laterals, valves, PRV’s, and other appurtenances to said water installation, constructed and installed in accepted and recorded easements per Final accepted Project Plans dated May 25, 2022, as depicted on Exhibit B attached hereto (the “Water System Facilities”).**

d. **WATER SYSTEM FACILITIES (Phase 3B) – Approximately 2,773 LF of 8-inch water main; approximately 150 LF of 6-inch water main (hydrant laterals); approximately 9 fire hydrants; approximately 65 x 1-inch water service lines; approximately 24 gate valves; including mains, hydrants, laterals, valves, PRV’s, and other appurtenances to said water installation, constructed and installed in accepted and recorded easements per Final accepted Project Plans dated May 25, 2022, as depicted on Exhibit B attached hereto (the “Water System Facilities”).**

e. **RECYCLED WATER SYSTEM FACILITIES (Phase 3A) – Approximately 1,655 LF of 6-inch recycled water main; approximately 3 gate valves, including mains, laterals, valves, PRV’s, and other appurtenances to said recycled water installation, constructed and installed in accepted and recorded easements per Final accepted Project Plans dated May 25, 2022, as depicted on Exhibit C attached hereto (the “Recycled Water System Facilities”).**

f. **RECYCLED WATER SYSTEM FACILITIES (Phase 3B) – Approximately 771 LF of 6-inch recycled water main; including mains, laterals, valves, PRV’s, and other appurtenances to said recycled water installation, constructed and installed in accepted and recorded easements per Final accepted Project Plans dated May 25, 2022, as depicted on Exhibit C attached hereto (the “Recycled Water System Facilities”).**

2. For accounting purposes, MDI and District agree that the Facilities have the following fair market values to District:

a.	Sewer System Facilities (Phase 3A):	<b>\$640,688.40</b>
b.	Sewer System Facilities (Phase 3B):	<b>\$209,000.00</b>
c.	Water System Facilities (Phase 3A):	<b>\$1,483,286.20</b>
d.	Water System Facilities (Phase 3B):	<b>\$309,919.50</b>
e.	Recycled Water System Facilities (Phase 3A):	<b>\$97,636.00</b>
f.	Recycled Water System Facilities (Phase 3B):	<b>\$47,951.20</b>

3. This Dedication is in accordance with and subject to the Infrastructure Agreement.

4. MDI represents and warrants that, to the knowledge of MDI, MDI has title to and the legal right to transfer and dispose of the Facilities.

5. District represents and warrants to MDI that, prior to its execution and delivery of this Dedication, District has been given a sufficient opportunity to inspect and investigate the Facilities. Except as expressly set forth in the Infrastructure Agreement, District acknowledges that there are no other implied or express warranties regarding the Facilities.

6. MDI and District hereby further agree that nothing herein shall be construed as a sale, conveyance, transfer, or assignment of any other equipment other than the Facilities.

7. If either party brings suit against the other to enforce or interpret this Dedication, the prevailing party shall be entitled to reasonable attorneys' fees and such other relief as may be awarded by the court.

8. This Dedication shall be governed by and construed in accordance with the laws of the State of California without regard to its choice of law or conflict of law principles.

9. If any provision of this Dedication to any extent is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Dedication shall not be affected thereby.

10. This Dedication constitutes the entire agreement between the parties concerning the dedication, assignment, conveyance, transfer and acceptance of the Facilities and has been entered into in reliance solely on the contents hereof. This Dedication may not be amended or modified except in writing signed by both parties.

11. This Dedication shall be binding upon the successors and assigns of the parties hereto. All representations, warranties, acknowledgments, covenants, releases, and waivers made by District in this Dedication, and all disclaimers made by MDI in this Dedication, and all provisions of this Dedication shall survive the execution and delivery of this Dedication.

12. MDI and District each warrant to the other that it is duly authorized to execute this Dedication, and that such execution is binding upon it without further action or ratification. The parties acknowledge their intent that this Dedication and any related signature or record shall be binding whether created, transmitted, or effected by traditional or electronic means. This Dedication may be executed in one or more identical counterparts, each of which when taken together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE OF MDI:**

MARINA DEVELOPERS, INC.  
a California corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

As per Resolution No. 2022-XX as set forth in the minutes of a meeting of the Board of Directors of the Marina Coast Water District held on September 19, 2022, the above Dedication of the Sewer System, Water System and Reclaimed Water System Facilities, dated\_\_\_\_, is hereby accepted by order of the Board of Directors of the Marina Coast Water District, a County Water District organized under the laws of the State of California.

Date of Acceptance: \_\_\_\_\_

By: \_\_\_\_\_  
General Manager

MARINA COAST WATER DISTRICT

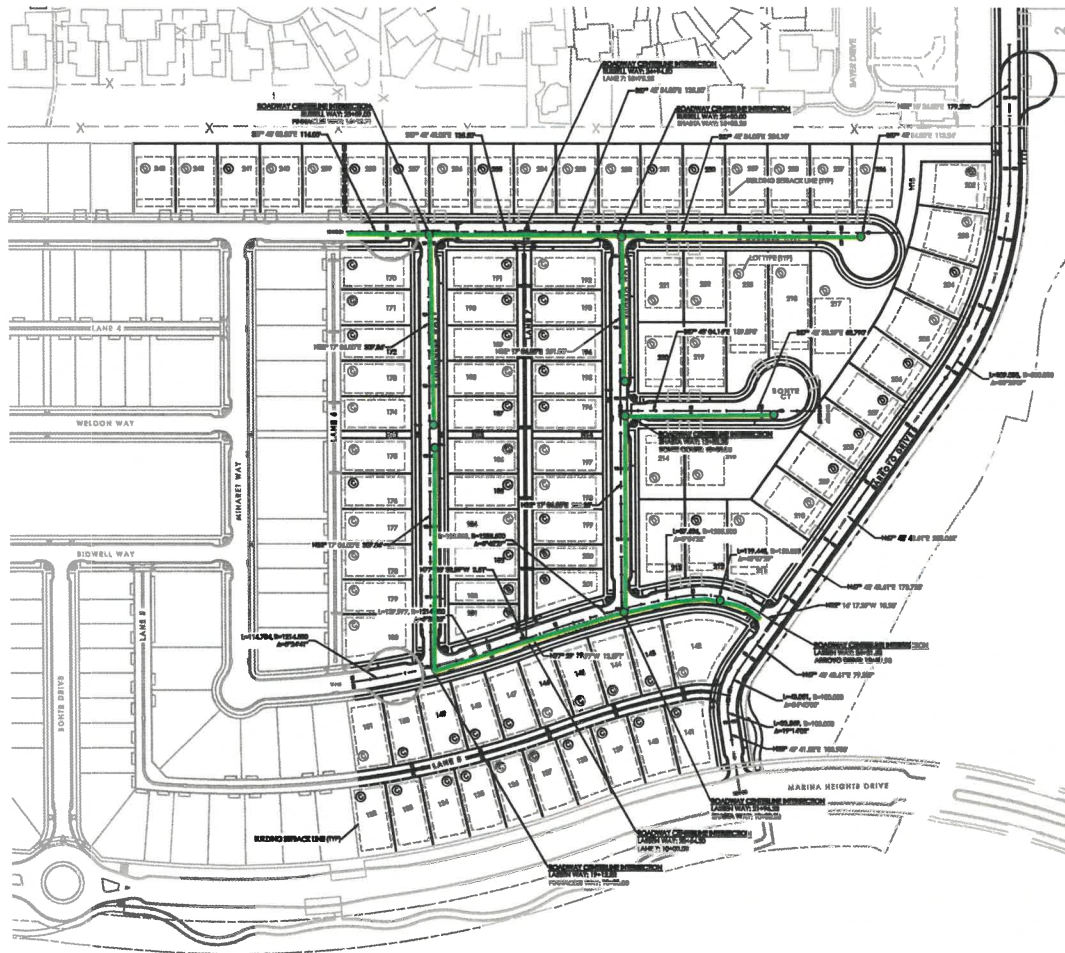


# EXHIBIT A SANITARY SEWER SYSTEM

## SEA HAVEN PHASE 3B

CITY OF MARINA, CALIFORNIA  
SEPTEMBER 2022

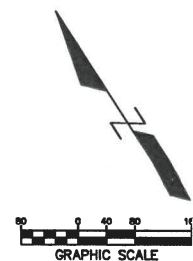
- 
- 



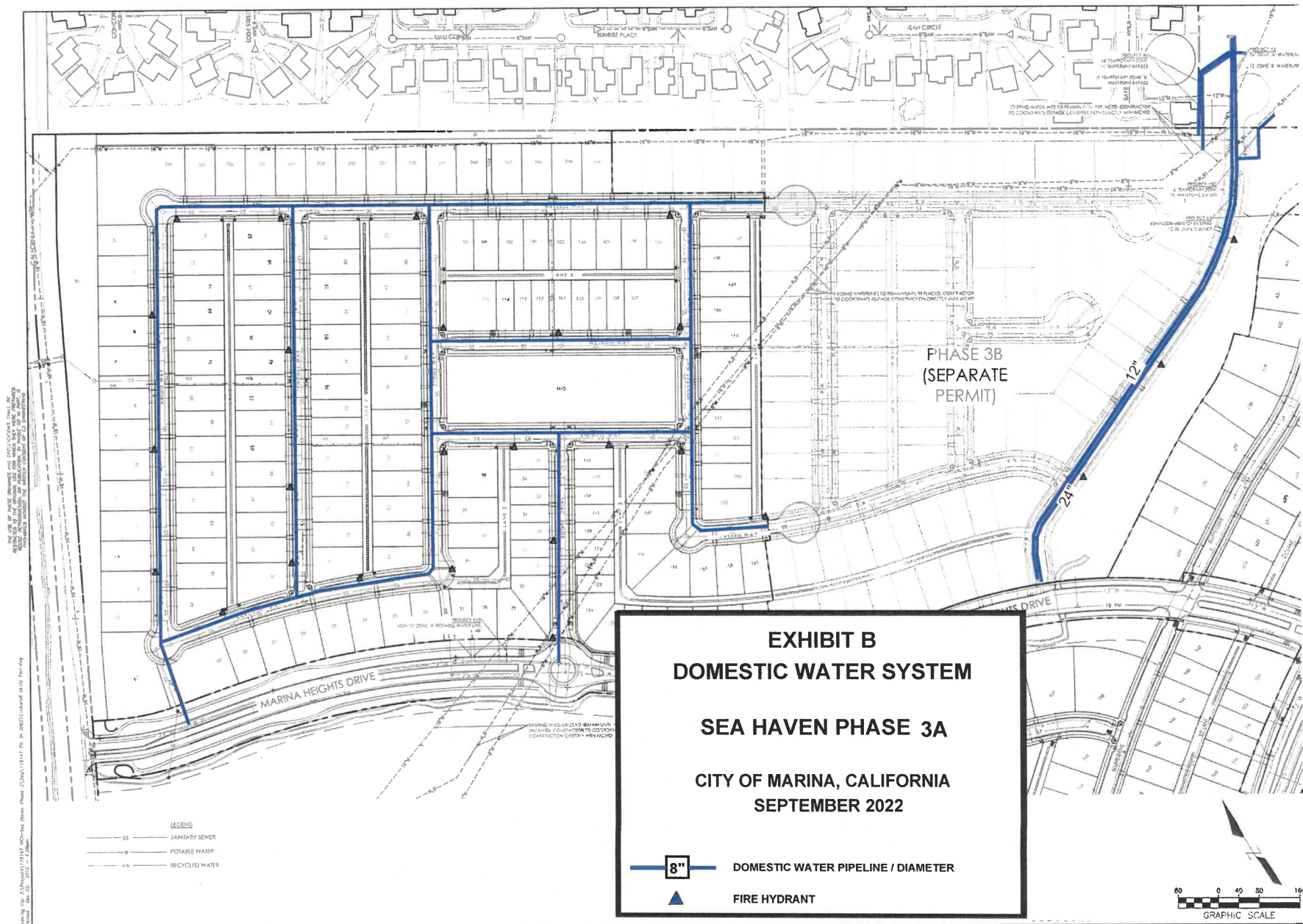
### LOT TYPE LEGEND

- 8000 SF MIXED-FAMILY CONDOMINIUM (4-6 UNITS) RESIDENTIAL LOT
- 2,600 SF SINGLE-FAMILY RESIDENTIAL LOT
- 4,000 SF SINGLE-FAMILY RESIDENTIAL LOT
- 4,000 SF SINGLE-FAMILY RESIDENTIAL LOT

NOTES:  
1. FOR LOT TYPE D, DRIVEWAY APRON TO BE INSTALLED TO FRONT OF SIDEWALK, APRON TO BE RULED PER THE CITY OF MARINA STANDARD PLAN S-2. FOR LOT TYPE A, B AND C THE DRIVEWAYS ARE SHOWN FOR INFORMATION ONLY AND ARE TO BE CONSTRUCTED BY OWNER, SEE TABLE THIS SHEET FOR DRIVEWAY APRON AND POLE LOCATIONS.  
2. REFER TO PHASE 3B FINAL MAP FOR MORE LOT INFORMATION.  
3. CONSIDER LINE MICHIGAN SHOWN FOR INFORMATION ONLY, TO BE SET FROM THE PHASE 3B FINAL MAP, SEE THE CITY OF MARINA STANDARD PLAN S-4.  
4. ALL LANS TO BE PRIVATE.



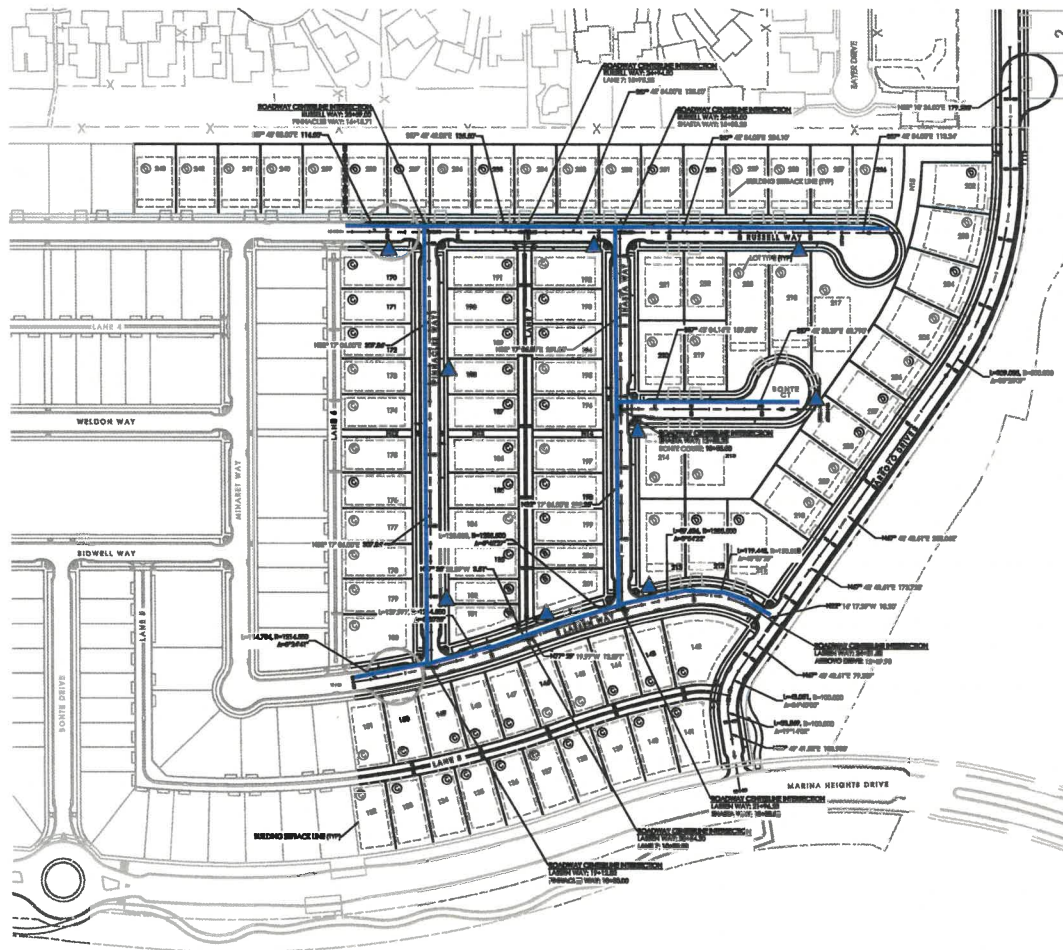
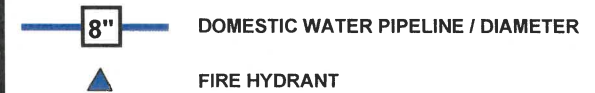




# EXHIBIT B DOMESTIC WATER SYSTEM

## SEA HAVEN PHASE 3B

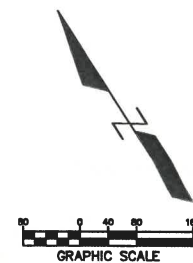
CITY OF MARINA, CALIFORNIA  
SEPTEMBER 2022



### LOT TYPE LEGEND

- ① 3000s 3P MULTI-FAMILY CONDOMINIUM (4-6 UNITS) RESIDENTIAL LOT
- ② 3000s 3P SINGLE-FAMILY RESIDENTIAL LOT
- ③ 4000s 3P SINGLE-FAMILY RESIDENTIAL LOT

- NOTE:
1. FOR LOT TYPE D, DRIVEWAY APRON TO BE INSTALLED TO FRONT OF SEWER/ALC. APRON TO BE BUILT FOR THE CITY OF MARINA. STANDARD PLAN SET 2. FOR LOT TYPE A, B AND C THE DRIVEWAYS ARE SHOWN FOR INFORMATION ONLY AND ARE TO BE CONSTRUCTED BY OWNER. SEE TABLE THIS SHEET FOR DRIVEWAY APRON MEDIAN LOCATION.
  2. REFER TO PHASE 3B FINAL MAP FOR MORE LOT INFORMATION.
  3. CURBLINE MCKINSTRUMENTS SHOWN FOR INFORMATION ONLY. TO BE SET FROM THE PHASE 3B FINAL MAP. SEE THE CITY OF MARINA STANDARD PLAN SET 4.
  4. ALL LOTS TO BE TYPICAL.





# EXHIBIT C RECYCLED WATER SYSTEM

## SEA HAVEN PHASE 3A

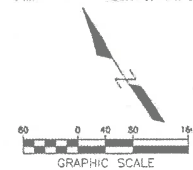
CITY OF MARINA, CALIFORNIA  
SEPTEMBER 2022

6" RECYCLED WATER PIPELINE / DIAMETER

PHASE 3B  
(SEPARATE  
PERMIT)

MARINA HEIGHTS DRIVE

LEGEND  
SS SANITARY SEWER  
P POTABLE WATER  
RW RECYCLED WATER

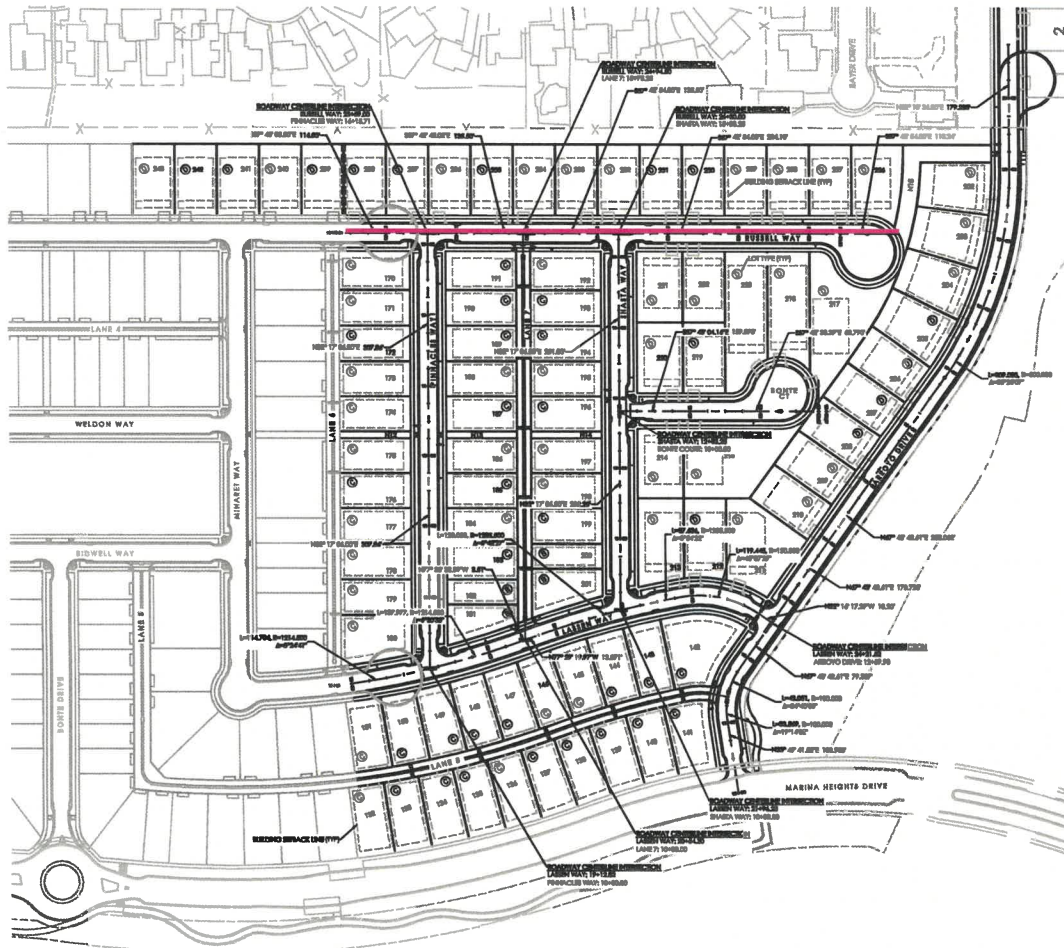


# EXHIBIT C RECYCLED WATER SYSTEM

## SEA HAVEN PHASE 3B

CITY OF MARINA, CALIFORNIA  
SEPTEMBER 2022

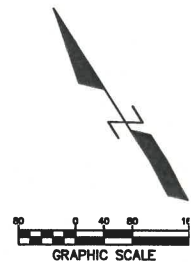
6" RECYCLED WATER PIPELINE / DIAMETER



### LOT TYPE LEGEND

- A 8000 SF MULTI-FAMILY CONDOMINIUM (4-8 UNITS) RESIDENTIAL LOT
- B 2,600 SF SINGLE FAMILY RESIDENTIAL LOT
- C 6,000 SF SINGLE FAMILY RESIDENTIAL LOT
- D 6,000 SF SINGLE FAMILY RESIDENTIAL LOT

NOTE:  
1. FOR LOT TYPE D, DRIVEWAY APRON TO BE RECALLED TO FRONT OF SIDEWALK. APRON TO BE BUILT FOR THE CITY OF MARINA STANDARD PLAN 517. FOR LOT TYPE A, B AND C THE DRIVEWAYS ARE SHOWN FOR INFORMATION ONLY AND ARE TO BE CONSTRUCTED BY OWNER. SEE TABLE TWO SHEET FOR DRIVEWAY APRON MID-POINT LOCATION.  
2. REFER TO PHASE 3B FINAL MAP FOR MORE LOT INFORMATION.  
3. CENTERLINE DIMENSIONS SHOWN FOR INFORMATION ONLY, TO BE SET FROM THE PHASE 3B FINAL MAP, SEE THE CITY OF MARINA STANDARD PLAN 517.  
4. ALL LOTS TO BE PRIVATE.



**BOND NO.:**  
**PREMIUM:**

## **WARRANTY BOND**

**KNOW ALL PEOPLE BY THESE PRESENTS**, That we, **Marina Developers, Inc., a California corporation**, and \_\_\_\_\_ **Insurance Company**, a corporation duly licensed to do business in the State of **California**, as Surety, are held and firmly bound unto **Marina Coast Water District**, as Obligee in the penal sum of **Five Hundred Fifty Seven Thousand, Seven Hundred Eighteen Dollars (\$557,718)** to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal provided Performance and Payment Bonds to the Obligee to guarantee completion of the following improvements:

- a. **SEWER SYSTEM FACILITIES (Phase 3A) – Approximately 7,576 LF of 8-inch sewer main; approximately 31 sanitary sewer manholes; approximately 165 sewer service laterals.**
- b. **SEWER SYSTEM FACILITIES (Phase 3B) – Approximately 2,350 LF of 8-inch sewer main; approximately 9 sanitary sewer manholes; approximately 67 sewer service laterals.**
- c. **WATER SYSTEM FACILITIES (Phase 3A) – Approximately 6,354 LF of 8-inch water main; 1,143 LF of 12-inch water main; 1,181 LF of 24-inch water main; approximately 341 LF of 6-inch water main (hydrant laterals); approximately 27 fire hydrants; approximately 192 x 1-inch water service lines; approximately 76 gate valves; approximately 10 blow off assemblies.**
- d. **WATER SYSTEM FACILITIES (Phase 3B) – Approximately 2,773 LF of 8-inch water main; approximately 150 LF of 6-inch water main (hydrant laterals); approximately 9 fire hydrants; approximately 65 x 1-inch water service lines; approximately 24 gate valves.**
- e. **RECYCLED WATER SYSTEM FACILITIES (Phase 3A) – Approximately 1,655 LF of 6-inch recycled water main; approximately 3 gate valves.**
- f. **RECYCLED WATER SYSTEM FACILITIES (Phase 3B) – Approximately 771 LF of 6-inch recycled water main.**

**WHEREAS**, the Obligee requires the Principal to furnish a bond conditioned to guarantee that said improvements shall be free of defects in workmanship and materials which may become apparent for a **one-year period** following the Obligee's acceptance of the improvements.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that, If the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the said period then this obligation shall be void, otherwise to remain in full force and effect.

**SIGNED AND SEALED This \_\_\_\_ day of \_\_\_\_\_, 2022.**

**Principal**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Surety**

By \_\_\_\_\_  
\_\_\_\_\_, Attorney-in-Fact

**Marina Coast Water District  
Agenda Transmittal**

**Agenda Item:** 10-C

**Meeting Date:** September 19, 2022

**Prepared By:** Paula Riso

**Approved By:** Remleh Scherzinger

**Agenda Title:** Appoint the General Manager as a Real Property Negotiator for District and City of Marina Owned Properties

**Staff Recommendation:** The Board of Directors appoint the General Manager as a Real Property Negotiator for District and City of Marina owned properties.

**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:** From time to time, circumstances require the General Manager to negotiate on the behalf of the District regarding real properties. By appointing the General Manager as a negotiator when it comes to real property, it will allow the General Manager to meet with the City of Marina to discuss possible options for District and City properties, in a timely manner. The General Manager will then follow up with discussion at the Board level to strategize and develop terms.

**Environmental Review Compliance:** None required.

**Legal Counsel Review:** None required.

**Climate Adaptation:** Not applicable.

**Financial Impact:**     \_\_\_Yes   \_\_\_X\_\_\_No     **Funding Source/Recap:** None

**Other Considerations:** The Board can wait and only appoint the General Manager as a negotiator when the need arises.

**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\_\_\_\_\_